



INVITATION FOR BIDS (IFB)
HEAVY EQUIPMENT AND INDUSTRIAL SERVICES

IFB NO: 2021-002-HR Issued Sunday, September 13, 2020

PROCUREMENT ON BEHALF OF: Los Lunas School District

CONTACT PERSON: Heather Rindels

ADDRESS: PO Drawer 1300

CITY/STATE/ZIP: Los Lunas, NM 87031

TELEPHONE: 505-866-8259

FAX: 505-866-8262

E-MAIL: hrindels@llschools.net

PUBLIC BID OPENING DATE: Thursday, October 8, 2020 TIME: 2:00 PM Local Time

LOCATION: Los Lunas Schools Administration Building, 119 Luna Avenue, Los Lunas, NM 87031

DEADLINE FOR RECEIPT OF BIDS: Thursday, October 8, 2020 TIME: 2:00 PM

DELIVER TO:

Los Lunas Schools

Attn: Heather Rindels

(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031

(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031

Phone Number: 505-866-8259

Email: hrindels@llschools.net

The date and time received will be stamped on the bids by the District offices. Late Bids will not be accepted. It is the responsibility of the Bidder to ensure that bids are delivered on time to the correct address.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD VIA ZOOM

DATE: Wednesday, September 23, 2020 TIME: 2:00 PM Local Time

Join Zoom Meeting Using this Link:

<https://us02web.zoom.us/j/83462497071?pwd=cHFWM2ZtdzEvODY4MnkxMTJUemlvUT09>

Meeting ID: 834 6249 7071

Password: PREBID

Commodity Codes: 96833, 98836, 91375, 92967, 92935, 92995

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I. INTRODUCTION

A. PURPOSE OF THIS INVITATION FOR BID

Los Lunas School District (LLS) seeks sealed bids from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide HEAVY EQUIPMENT AND INDUSTRIAL SERVICES throughout Los Lunas School District.

B. SUMMARY SCOPE OF WORK (See Attachment I)

The scope of work consists of providing mowing, grading, hauling, dumping, and tractor and loader services to approximately 15 school sites and 8 Department campuses as specified herein and provided for in the Price Agreement resulting from this procurement that comply with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry. The successful bidder(s) shall furnish all labor and materials necessary to provide these services for LLS.

C. SCOPE OF PROCUREMENT

This is a Procurement being conducted by Los Lunas School District. The scope of the procurement consists of identifying one or more companies that can provide the services described herein. This procurement will result in the award of one or more indefinite quantity Price Agreements. Such Price Agreement(s) may be utilized by any state agency or local public body within Valencia County, if allowed by their governing directives, in addition to the participating agency. The term of the Price Agreement(s) shall be for one (1) year beginning November 1, 2020, expiring October 31, 2021 with the option to renew for three (3) additional one-year periods. Renewal is contingent upon mutual agreement of the parties and appropriation of funding. Under no circumstances will the term of the Price Agreement(s), including any extensions and renewals thereto, exceed four (4) years. This procurement may result in a multiple source award.

D. PROCUREMENT MANAGER

Los Lunas School District has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number is listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Bidders may contact ONLY the Procurement Manager regarding the procurement. Other District employees do not have the authority to respond on behalf of Los Lunas School District.

Heather Rindels

Los Lunas School District
Delivery Address (including proposal delivery):
119 Luna Avenue, Los Lunas, NM 87031

Mailing Address:
PO Box 1300, Los Lunas, NM 87031

Phone: (505) 866-8259

Fax: (505) 866-8262

E-mail: hrindels@llschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels' Delivery Address above.

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Bidder” is any person, corporation, or partnership who chooses to submit a sealed bid.

"Close of Business" means 4:30 P.M. Local Time.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful bidder who enters into a binding contract.

"Determination" means the written documentation of a decision of the Director of Purchasing including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Local Public Body” means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

“Los Lunas School Board” means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of the School District.

"Procurement Manager" means the person or designee authorized by LLS to manage or administer a competitive procurement.

"Price agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring agency" means a municipality, county, state agency, local public body or other political subdivision of the State of New Mexico (or any subdivision thereof) that requests the procurement of services or items of tangible personal property under this Price Agreement.

“Product” means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order” or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing” means the Los Lunas School District Purchasing Office or the Los Lunas Schools Purchasing Director.

"Purchasing Director" or "PD" means the Purchasing Director for Los Lunas School District.

"Responsible Bidder" means a bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth of an Invitation for Bid. Material respects of an Invitation for Bid include, but are not limited to, price, quality, quantity and delivery requirements.

"School District" means Los Lunas School District.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance.

"Services" does not include construction.

"State Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

"Successful Bidder" means the lowest priced Responsible Bidder to whom Los Lunas Schools, on the basis of the School District's evaluation, makes an award. A Successful Bidder does not become a Contractor until the School District signs the Contract signed and submitted by the Bidder. One or more Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- New Mexico Procurement Code

<http://public.nmcompcomm.us/nmnxtadmin/NMPublic.aspx>

- Los Lunas Schools Purchasing Policy

http://www.llschools.net/school_board/policies/section_i_i_i_finance/

-Federal W-9

<http://www.llschools.net/common/pages/DisplayFile.aspx?itemId=15394024>

G. RESIDENT PREFERENCE

The New Mexico Procurement Code provides for preference for resident and resident veteran businesses and contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid preference certificate with their bid.

In order for a Bidder to receive any of the available preferences, that Bidder must submit a copy of their applicable preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number is not acceptable and will not qualify the Bidder for any preference. Preference does not apply to contracts that use federal funds.

For more information, or to obtain application forms, please go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

Note that only an officially issued preference certificate will be considered. Submission of a copy of a submitted application pending receipt of an officially issued preference certificate is not acceptable.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the IFB contains the schedule for the procurement, describes the major procurement events and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	Procurement Manager (PM)	9/13/20 (Sunday)
2. Return of “Acknowledgment of Receipt” Form (Appendix A)	Potential Bidders (PB)	9/23/20 (Wed)
3. Pre-Bid Conference (Non-Mandatory)	PB	9/23/20 (Wed) 2:00 PM
4. Deadline to Submit Questions	PB	9/25/20 (Fri) 4:30 PM
5. Response to Written Questions/ IFB Amendments	PM	9/30/20 (Wed) 4:30 PM
6. Submission of Sealed Bids	Bidders	10/8/20 (Thurs) 2:00 PM
7. Public Opening	Purchasing, Bidders, General Public	10/8/20 (Thurs)
8. Bid Tabulation	Purchasing	10/8/20 (Thurs)
9. Contract Award*	Purchasing Director	10/27/20 (Tues)
10. Protest Deadline	Bidders	11/11/20 (Wed) 4:30 PM

*Price Agreement award is subject to approval of the Los Lunas School Board.

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue IFB

This IFB is being issued by the Los Lunas School District Purchasing Director on behalf of Los Lunas Schools.

2. Return of “Acknowledgment of Receipt” Form for Participation List

Potential Bidders should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement participation list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement participation list will be used to notify those that submitted the form of any written responses to questions and any IFB amendments or other changes to the procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the IFB, the potential bidder's

organization name shall not appear on the participation list and the potential offeror will not be sent updated information regarding the procurement.

3. Pre-Bid Conference

A Pre-Bid Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 2:00 PM Local Time via Zoom video conference. Potential Bidders are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of Potential Bidders that attended the Pre-Bid Conference. Attendance at the Pre-Bid Conference is not a prerequisite for submission of a bid but is highly recommended as questions will be answered.

4. Deadline to submit written questions

Potential Bidders may submit written questions as to the intent or clarity of this IFB until 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

5. Response to written questions/IFB Amendments

Written responses to written questions and any IFB amendments will be posted to the Los Lunas School District web site, via the Purchasing Department. Notification of such posting shall be provided to all potential bidders that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the bidder's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Bids

BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Heavy Equipment and Industrial Services" Invitation For Bid and should reference "IFB #2021-002-HR." Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all persons or companies submitting bids.

7. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Los Lunas Schools Administration Building located at 119 Luna Avenue, Los Lunas, NM 87031 on the date and time

indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Purchasing Manager, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.D, above) at least seven (7) days prior to the scheduled bid opening.

8. Bid Tabulation

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his or her option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions SHALL NOT be initiated by the Bidders.

9. Contract Award

The Purchasing Manager anticipates contract award on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Director or the Los Lunas School Board

10. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Bidders shall begin on the day following the bid opening and will end at 4:30 PM Local Time on the date indicated in Section II.A (Sequence of Events), above.

Protests must be written and must include the name and address of the protestor and the Invitation For Bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Director. The protest must be delivered to the Purchasing Director.

Los Lunas Schools Purchasing
Attn. Michelle Romero, Director of Purchasing
119 Luna Avenue (hand delivered)/PO Drawer 1300 (if mailed)
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Los Lunas Schools Purchasing Policy (#3.15).

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal form (see Appendix D).

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any contract that may result from this IFB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the School District. The School District will only make contract payments to the prime contractor.

4. Subcontractors

All personnel engaged in the work represented by this contract shall be fully qualified and authorized to perform such services as the contract may require. No work may be subcontracted nor may the bidder assign any interest in the agreement without prior written consent of LLS. No assignment or transfer shall relieve the bidder from his/her obligations and liabilities.

5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. LLS personnel will not merge, collate, or assemble bid materials.

6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager.

7. Bid Offer Firm

Responses to this IFB, will be considered firm for ninety (90) days after the due date for receipt of bids

8. No Obligation

This procurement in no manner obligates LLS or any of their departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Director and other required approval authorities.

9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when LLS determines such action to be in the best interest of the District.

10. Sufficient Appropriation

Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The School District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The School District requires that all Bidders agree to be bound by the General Requirements contained in this IFB. Any Bidder's concerns must be promptly brought to the attention of the Procurement Manager.

12. Governing Law

This procurement and any agreement with Bidders that may result shall be governed by the laws of the State of New Mexico.

13. Basis for Bid

Only information supplied by the School District in writing through the Procurement Manager or in this IFB should be used as the basis for the preparation of bids.

14. Price Agreement Terms and Conditions

The agreement between LLS and the contractor will follow the format specified by the School District and contain the terms and conditions set forth in Appendix B, Price Agreement.

15. Bidder Qualifications

The School District may make such investigations as necessary to determine the ability of the bidder to adhere to the requirements specified within this IFB. The School District will reject the bid of any bidder who is not a responsible bidder or fails to submit a responsive bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

Bidders must, upon request of the School District, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The School District reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons, which would insure proper performance by the Bidder.

16. Right to Waive Minor Irregularities

The School District reserves the right to waive minor irregularities. The School District also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the School District.

17. Change in Contractor Representatives

LLS reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the School District, meeting its needs adequately.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

19. School District Rights

LLS reserves the right to accept all or a portion of a bid.

20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of LLS. However any technical or user documentation submitted with the bids of non-selected bidders may be returned after the expiration of the protest period, by request, at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error, which they discover upon examination of the IFB.

22. Competition

By submitting a bid, Bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to LLS.

23. Use by Other Government Agencies

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and State agencies within Valencia County, if allowed by their governing directives, may contract for the goods or services included in their procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Los Lunas Schools.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of LLS.

25. Delivery and Failure to Meet Order Provisions

a. No Delivery Before Purchase Order is issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the Los Lunas

Schools Purchasing Department.

b. Failure to Meet Order Provisions: The Schools District reserves the right to cancel all or any part of an order without cost to the District, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the School District due to the Contractor's default.

26. District Furnished Property

School District furnished property, shall be returned to the District upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.

27. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

28. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the Bidder's possession and the version maintained by LLS, the version maintained by the School District shall govern.

29. Award Rights

The School District reserves the right to award this IFB in total; by groups of item; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in its judgment, best serves the interest of the School District.

30. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to the Purchasing Department web site (http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rfp_suites_and_contracts) prior to the due date for the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified in Section I.D on or before the closing date and time for receipt of bids

C. BID CONTENTS

All bids **MUST** contain the following items:

1. **COMPLETED AND SIGNED Letter of Transmittal Form** (Found at Appendix D)
2. **SIGNED Price Agreement** (Found at Appendix B and Attachment 1)
3. **COMPLETED AND SIGNED BID FORM WITH PRICE(S)** (Found at Appendix C)
4. **VENDOR PROFILE**-Brief description and history of your company including current size, organization and support staff qualifications and any certifications required to operate equipment.
5. **CERTIFICATE OF LIABILITY INSURANCE**
6. **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** (Found at Appendix E)
7. **COPY OF BUSINESS LICENSE**
8. **3 LETTERS OF REFERENCE** –List names, addresses (including city, state, zip) and phone numbers of three (3) different accounts within the past five (5) years that you have performed work for.

Some bids **MUST** contain the following items, if required in Section IV, SPECIFICATIONS AND REQUIREMENTS:

9. Bid bond in proper format
10. Licenses/certifications or compliance forms
11. Any other items **REQUIRED** in Section IV, **SPECIFICATIONS AND REQUIREMENTS**.

Bids **MAY** contain the following **OPTIONAL** item:

12. Resident Business Preference Certificate (See Section I.G.)
13. Resident Veterans Preference Certificate (See Section I.G.)

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid. (A Bid Submittal Checklist is provided at Appendix G to assist Bidders in insuring they are submitting a complete and proper bid.)

D. BID FORMAT

1. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

E. BID SUBMITTAL REQUIREMENTS

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

LLS is comprised of fifteen (15) schools, administrative offices, a district service center, two (2) transportation offices and a teacher resource center. LLS has 10 Elementary Schools (Grades K-6) that feed into 2 Middle Schools (grades 7-8) and 3 High Schools (Grades 9-12). School Site campuses total approximately 436 acres. LLS serves approximately 1500 employees and 8600 students. The District allows schools to conduct campus activities during and after school and other times through the year that attract parents and the surrounding community. With the development of Facebook, projections for student growth have increased significantly.

2. Restrictive Specifications

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this IFB, it is requested that their opinion be made known to the Purchasing Manager, in writing, as soon as possible but preferably at least three (3) days prior to the bid opening date.

3. No Bid Form

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Form found at Appendix F prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form MAY be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is NOT a requirement but will assist us in insuring the quality of this procurement and in improving the quality of future procurements. No Bid Forms will become a part of the procurement file and are subject to public release. No Bid Forms may be sent anonymously, if desired.

B. [RESERVED]

(This section not used.)

V. BID OPENING, PROCESSING AND AWARD

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in Appendix B and the role of Purchase Orders that may follow Contract award.

A. BID RECEIPT

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline (“late bids”) will be retained in the procurement file, unopened, and shall not be considered for award.

B. BID OPENING

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.B.7, above, for specific information.

C. EVALUATION PROCESS

1. Compliance Review

After the required public opening and reading, all timely receive bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Proposals deemed non-responsive to any mandatory requirement or specification may be disqualified.

2. Clarifications

The Procurement Manager or Purchasing Agent may contact the Bidder for clarification of the response as specified in Section II.B.8.

3. Other Information Sources

The County may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.C.15.

4. Bid Tabulation

The bid price(s) on the Bid Form from timely received and responsive bids will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

5. Discrepancies in Price(s)

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

6. Determination of Lowest Price

After completion of the bid tabulation, the District will examine the results to determine which Bidder offers the lowest price to the District in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

7. Public Notification of Bid Tabulations and Contract Awards

Bid tabulations and awarded contracts will be posted to our website after contract award as indicated in Section II.A (Sequence of Events).

D. AWARD AND ORDER PROCESS

1. Contract Award

Upon selection for possible Contract award, the District will add the Contractor's name and signatory information to the signed Contract (Appendix B) submitted by the Bidder and it will be submitted to the approving authority with a recommendation for award.* Once approved and signed by that approving authority the Contract is officially awarded.

*Bidders may place their company name and signatory information in the highlighted areas of the signed Contract they submit, if desired.

2. Order(s)

A successful Bidder SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by the Los Lunas Schools Purchasing Department. Failure to comply is AT THE CONTRACTOR'S RISK and the District shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Invitation For Bid

HEAVY EQUIPMENT AND INDUSTRIAL SERVICES

Los Lunas School District IFB #2021-002-HR

In acknowledgment of receipt of this Invitation For Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix G.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than September 23, 2020.

The firm listed below does/does not (circle one) intend to respond to this Invitation For Bid.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Invitation For Bid.

Please return to:

Heather Rindels
Los Lunas Schools Purchasing Manager
119 Luna Ave (if hand-delivered)/PO Box 1300 (if mailed)
Los Lunas, NM 87031
Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@lsschools.net

APPENDIX B

GENERAL SERVICES PRICE AGREEMENT

Los Lunas School District

**PRICE AGREEMENT #2021-002-HR
HEAVY EQUIPMENT AND INDUSTRIAL SERVICES**

THIS PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Los Lunas School District, hereinafter referred to as the "School District" and _____ hereinafter referred to as the "Contractor”, on behalf of Los Lunas Schools, and other state agency and local public body users within the State of New Mexico as provided for in the New Mexico Procurement Code at Section 13-1-129(A)(2). It is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas School Board.

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. Scope of Work: (See Attachment I)

A. General Information: The contractor will provide mowing, hauling, dumping, and tractor and loader services on an as-needed basis and as requested by LLS for approximately 15 school sites and various administrative campuses as specified below:

Administration Offices	119 Luna Avenue, Los Lunas, NM 87031
Athletic Office	32 Sun Valley Rd, Los Lunas, NM 87031
District Service Center	1262 NM Hwy 314, Los Lunas, NM 87031
Special Services Offices	343 Main Street, Los Lunas, NM 87031
Teacher Resource Center	801 Coronado, Los Lunas, NM 87031
Los Lunas High School	1776 Emilio Lopez Rd, Los Lunas, NM 87031
Valencia High School	310 Bonita Vista Blvd, Los Lunas, NM 87031
Century High School	32 Sun Valley Rd, Los Lunas, NM 87031
Los Lunas Middle School	423 Main Street, Los Lunas, NM 87031
Valencia Middle School	22 Marlink Rd, Los Lunas, NM 87031
Ann Parish Elementary	112 Meadowlake Rd, Los Lunas, NM 87031
Bosque Farms Elementary	1390 W Bosque Loop, Bosque Farms, NM 87068
Desert View Elementary	49 Camino La Canada, Los Lunas, NM 87031
Katherine Gallegos Elementary	236 Don Pasqual Rd, Los Lunas, NM 87031
Los Lunas Elementary	800 Coronado St SE, Los Lunas, NM 87031
Peralta Elementary	3645 Hwy 47, Peralta, NM 87042
Raymond Gabaldon Elementary	454 Coronado St NE, Los Lunas, NM 87031
Safety and Security Office	32 Sun Valley Rd, Los Lunas, NM 87031
Sundance Elementary	3701 Sundance St SW, Los Lunas, NM 87031
Tome’ Elementary	46 Chacon Rd, Los Lunas, NM 87031
Valencia Elementary	111 Monica Rd, Los Lunas, NM 87031
Transportation Eastside	112 Meadowlake Rd, Los Lunas, NM 87031

B. Contractor will determine a Scope of Work regarding the project(s) being addressed. Contractor will be required to determine an estimated cost of services for work to be performed on a specific project(s). Upon

approval of the Scope of Work by appropriate LLS Administrative Staff, a blanket purchase order will be issued to Contractor with a description of the Scope of Work described on the purchase order attached thereto.

C. Contractor may be requested to advise and assist various departments with process and compliance issues, regulations and standards, review of contracts, and the like. Contractor must inform LLS of any changes to any Federal or State laws, regulations, or standards that are deemed appropriate for project(s).

2. **Coordination:** The contractor's work shall be coordinated through a delegated representative for LLS.

3. **Compensation:**

A. LLS shall pay the contractor for services rendered on an as-needed basis for the 2020/2021 fiscal year. Services will be paid based on the satisfactory completion of the Scope of Work as directed. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work

B. No per diem will be paid to contractors for work performed in Los Lunas. Clerical or secretarial help will not be reimbursed. Fee for services includes all of the contractors general and administrative overhead costs.

C. LLS shall not reimburse the contractor for any tuition or seminar fees.

D. All reproductions shall become the property of LLS

E. Payment will be made upon receipt of a detailed invoice which shall include the contractor's company name, address, telephone and fax number, invoice number and date, description of and date of service, number of hours worked and hourly rate, subtotal, gross receipts tax and total amount owed. Invoice must have approval of the LLS delegated representative. Invoices will be sent to LLS Accounts Payable department for processing.

F. Invoices may be submitted weekly. Payment terms are net 30 days.

4. **Taxes:**

A. LLS possess a Class 9 Nontaxable Transaction Certificate which does not apply to professional services, labor or construction. The bidder will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the bidder's responsibility to forward all taxes to the proper revenue office. Proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.

B. The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).

C. Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, social

security and worker's compensation.

5. **Term**: The term of this Contract shall be for one (1) year beginning November 1, 2020, expiring October 31, 2021, with the option to renew, on an annual basis, for up to three (3) additional one-year terms. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed four (4) years.

6. **Termination**: This agreement may be terminated by either of the parties hereto upon written notice prior to the delivery of services set forth in the scope of work or at least ten (10) days prior to the intended date of termination. By such termination, if applicable, neither party may nullify obligations incurred for satisfactory performance through the date of termination.

7. **Status of Contractors**: The contractor, his agents and employees, are independent contractors performing services for LLS and are not employees of the Board of Education, LLS. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, use LLS vehicles, or any other benefits afforded to employees of LLS as a result of this agreement.

8. **Assignment**: The contractor shall not assign or transfer any interest in this agreement or assign any claims for money that may become due under this agreement without the prior written consent or approval of LLS.

9. **Subcontracting**: The contractor shall not subcontract, either written or oral, any portion of the services to be performed under this agreement without the prior written approval of LLS. If such occurs, LLS shall be entitled to reimbursement for the time accrued as a result of subcontracting. The contract shall then be terminated immediately upon such violation of the terms and conditions set forth herein.

10. **Release**: The contractor, upon final payment of the amount due under this agreement, releases LLS, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind LLS to any obligation not assumed herein by LLS unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

11. **Conflict of Interest**: The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

12. **Indemnification**: The contractor shall hold harmless and indemnify LLS against all civil actions, suits, demands, losses or expenses, including attorney fees, which may be threatened or incurred at any time by reason out of contractor's services provided pursuant to this agreement.

13. **Amendment**: This agreement shall not be altered, changed, or amended except by instrument in writing executed by both parties thereto.

14. **Scope of Agreement:** This agreement incorporates Appendix B Contract, Appendix C Pricing Schedule, Appendix D Letter of Transmittal Form, Appendix E Campaign Contribution Disclosure Form, IFB 2021-002-HR, IFB amendments and Bidder's IFB response.

15. **Notice:** The Procurement Code, Sections 13-1-28 through 13-1-99, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Applicable Law:** the Laws of the State of New Mexico and policies of the Board of Education shall govern this agreement.

17. **Fingerprints and Background Checks:** New Mexico Statute Section 22-10-3.3 NMSA 1978 (being Laws, 1997, Chapter 238, Section 1) and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. LLS will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person who is not directly involved in the employment decision regarding the applicant or contractor.

18. **Insurance:** The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies if LLS calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

- **Professional Liability Insurance:** The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.

- **Comprehensive General Liability:** The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed

for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.

- Workers' Compensation Insurance: The contractor shall provide for its employees workers' compensation insurance as applicable under the New Mexico Workers' Compensation Act.
- Increased Limits: If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.

By signing this agreement the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore all terms and conditions spelled out in the original Invitation For Bid IFB 2021-002-HR, dated September 13, 2020 are hereby incorporated as a part of this contract. No prior agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in the agreement.

WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By: Michelle Romero _____
Director of Purchasing

Date: _____

Los Lunas Schools
PO Box 1300
Los Lunas, NM 87031
Phone: 865-9636 Fax: 866-8262

By: Contractor: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

Phone: _____ Fax:) _____

Email: _____

Federal Tax ID#: _____

Attachment I

Scope of Work

1. Contractor shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to LLS specifications.
2. The work will include mowing, grading, hauling, dumping, tractor and loader services throughout the District on an as-needed basis as requested by the Maintenance & Operations Department (M&O).
3. Contractor will supply Spotter to work with the Operator at all times. NO exceptions will be made.
4. Contractor agrees to meet "call-out" criteria established by the District for times that emergency work is required.
5. Contractor shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships
6. Contractor agrees to utilize equipment that is acceptable to the District and to maintain the equipment in safe and workable order.
7. Contractor shall make necessary arrangements for storage of tools and/or equipment. LLS will not be responsible for any lost or stolen property.
8. Contractor will schedule and perform requested services within a time period specified by the M&O Department. M&O will prioritize heavy equipment and industrial service requests so as to provide a reasonable scheduling window for the Contractor.
9. Contractor shall notify M&O each day after completion of work on campus.
10. When a starting date has been determined by M&O the contractor shall be on the job site on that day and ready to perform work.
11. The Contractor may be provided with a project timeline under which the work must be performed. If the work cannot be completed within the established timeline, the Contractor needs to decline the work when it is offered. If a project with a timeline is accepted, the Contractor must complete the work as scheduled.
12. All work at the site shall be performed during regular hours. Work performed after regular hours must have prior approval of M&O. Work required to be performed after regular hours, on weekends or legal holidays, shall be performed at the regular single hourly wage unless it meets the overtime criteria.
13. Overtime shall be paid only for work that meets both of the following criteria and shall not exceed 150% of single hourly rate: 1) requested and pre-approved by M&O and 2) exceeds 40 hours per individual against this Contract in a one-week period, Monday through Sunday.

14. The contractor shall employ only such workers as are skilled in the tasks to which they are assigned. LLS reserves the right to require the Contractor to remove and/or not to assign any employee LLS deems incompetent, careless, insubordinate, or otherwise objectionable to working on LLS jobs.
15. A service ticket shall be provided for each project that states the work order number, location, date, time, area, etc. for the work being performed.
16. Service ticket shall include Contractor's assessment of the condition of areas surrounding work to be performed to include any existing damage to fencing, site amenities, walls and/or windows of buildings etc. Contractor must notify of existing damages prior to commencing scheduled work. Failure to do so will render the Contractor liable for damages to surrounding areas.
17. No materials shall be salvaged by the contractor or any party or given to any third party without the approval of LLS.
18. Inspections of work areas may be done by LLS after work is complete. LLS may inspect work within 40 hours of work completion. Contractor shall be responsible for and will be notified by LLS of all damage to turf and soil depressions on non-frozen soil and damage to surrounding trees, shrubs and grassy areas.
19. Damage to turf or soil depressions caused by improper operations of vehicles on non-frozen soil will be repaired by LLS with costs charged back to contractor at an hourly labor billing rate plus cost of materials.
20. If underground utility lines exist, contractor must contact the appropriate utility company and receive prior approval to beginning operations.
21. Comply with all applicable codes for this type of work.
22. Comply with all federal, state and local laws governing safety, health and sanitation.
23. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect the property of LLS in connections with the performance of the work covered by this IFB.
24. Contractor must check in at school site administration office if services are being rendered during school hours.

APPENDIX C

**BID FORM
HEAVY EQUIPMENT AND INDUSTRIAL SERVICES**

This Bid Form, along with the Acceptance Form, must be submitted, in a sealed envelope, to Los Lunas Schools, PO Drawer 1300 (if mailed) or 119 Luna Avenue, Los Lunas, NM 87031 (if hand-delivered) no later than **Thursday, October 8, 2020 at 2:00 PM Local Time**. Bids submitted after the appointed date and time will not be accepted.

The cost to Los Lunas Schools should be stated as an hourly charge for hours worked only. If a separate charge applies for hours worked beyond the normal workday hours of 7:00 a.m. to 5 p.m., that rate must also be stated. The hourly rate is FMO inclusive of all travel time, fuel, maintenance, Operator and Spotter time. If material is supplied by the Contractor, the Contractor must state the amount of discount from list pricing applied to the invoiced cost of the materials. The Bidder will fill in the items below.

Equipment	Hourly Rate	Overtime Rate
80 horsepower backhoe		
40 horsepower backhoe		
40 horsepower backhoe with 6 foot brush hog		
40 horsepower backhoe with scraper		
80 horsepower tractor		
80 horsepower tractor with 8 foot brush hog		
80 horsepower tractor with scraper		
125 horsepower motor grader		
2 yard front end loader		
3.5 yard front end loader		
Pickup Truck		
Pickup Truck with tandem axle single wheel trailer		
Pickup Truck with dual wheel trailer		
Pickup Truck with dump trailer		
Single Axle Dump Truck		
Tandem Axle Dump Truck		
Skid steer loader with front bucket		

Equipment	Hourly Rate	Overtime Rate
Skid steer loader with front bucket with post hole digger and augers		
Skid steer loader with front bucket with rotor tiller attachment		
185 air compressor		
2000 pound capacity vibratory roller		
Laborer (in addition to Operator and Spotter if needed)		
TOTAL		

****Prices are not to include NMGRT****

Percentage discount from list price for other similar rental equipment with operator and spotter _____%

Discount from list on material costs _____%

EQUIPMENT

The district will inspect the bidder's proposed equipment prior to award of a contract, for suitability for the work of the district and to assure that the equipment is maintained and in suitable condition to complete the work

BIDDER PROPOSES TO USE THE FOLLOWING EQUIPMENT:

Submitted By: _____

Authorized Signature: _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2: For the person submitting the bid:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

3. Bidder must identify any employee(s) or elected official(s) of Los Lunas School District that have a financial interest in the Bidder (one of the two **must** be selected):

_____ **No Financial Interest** _____ **Yes, Financial Interest***

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this IFB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. Seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this IFB.

_____, 2020

Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political

committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any (Completed by State Agency or Local Public Body):

Bryan C. Smith	Board President
Eloy G. Giron	Board Vice President
Steven R. Otero	Board Secretary
Frank Otero	Board Member
P. David Vickers	Board Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature: _____ Date: _____

Title (position): _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature: _____ Date: _____

Title (position): _____

APPENDIX F

NO BID FORM
IFB 2021-002-HR

In an effort to make the procurement of Los Lunas School District goods and services as competitive as possible, we are soliciting information from persons or businesses who cannot bid. Completion of this form will assist us in evaluating factors, which relate to the competitiveness of our bids. Please check any of the boxes below, which may apply. **THIS FORM IS OPTIONAL.**

- _____ Specifications - Restrictive, unclear, specialty item, etc.
- _____ Manufacturing - Unique item, production time for model or item has expired, etc.
- _____ Bid Time - Insufficient time to properly bid.
- _____ Delivery Time - Specified delivery time cannot be met.
- _____ Payment - Delay in payment process.
- _____ Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your inability to bid.

VENDOR STATEMENT

Note: Return this form only if you are not submitting a bid

Signed

Firm Name

APPENDIX G

BID SUBMITTAL CHECKLIST
IFB 2021-002-HR

This checklist is provided as a courtesy to assist Bidders in insuring they submit a properly complete bid. It should NOT be returned with the bid. It is for information purposes only. This checklist is not guaranteed to be all inclusive. Bidders should carefully review the requirements of the IFB and their response before submitting their bid to Los Lunas School District.

ITEM	REFERENCE	YES	NO
Correct delivery address for bid?	I.D		
Preference certificate included? (If bidder is qualified and desires preference eligibility.)	I.G and III.C		
Letter of Transmittal Form complete, SIGNED and included?	II.C.1 and Appendix D		
Vendor Profile	III.C.4		
Proof of Insurance	III.C.5, Appendix B.18		
Campaign Contribution Disclosure Form	Appendix E		
Contract SIGNED and included?	III.C and V.D.1 and Appendix B Attachment 1		
Bid Form completed, SIGNED and included?	III.C and Appendix C,		
Copy of Business License	III.C.7		
3 Reference Letters	III.C.8		
Receipt of any and all addendums (if issued) acknowledged?	II.C.30 and Bid Form (Appendix D)		
Bid sent in SEALED envelope with proper labeling?	III.E, Appendix C		
Bid sent to ARRIVE prior to deadline?	II.A.6 and II.B.6		