

Los Lunas Schools
Invitation to Bid
To Establish Pricing for Heavy Equipment and
Industrial Services

Invitation To Bid (ITB): 2018-002-HR

Bid Opening Date: October 12, 2017

Time: 2:00 PM (local time)

Where: Los Lunas Schools

Attention: Heather Rindels, Purchasing Agent

119 Luna Avenue (if delivered)

PO Drawer 1300 (if mailed)

Los Lunas, NM 87031

Phone: (505)-866-8259

Email: hrindels@llschools.net

For additional information please contact:

Heather Rindels, Purchasing Agent (505) 866-8259

Complete Invitation To Bid (ITB) documents as required. Mail or hand carry to the above address in a sealed envelope to the specified date and time. Late bids are not accepted.

1. **Intent:** Los Lunas Schools (LLS) is soliciting HEAVY EQUIPMENT AND INDUSTRIAL SERVICES for the Los Lunas School District. This bid process is governed by the Procurement Code, NMSA 1978 13-1-28. And shall be considered a part of the contract documents applicable to any contract award made by the Board of Education.
2. **Multiple Awards:** LLS reserves the right to make multiple awards as a result of this solicitation.
3. **Contract Documents:** The bidding information included in this packet and listed below shall be considered a part of the contract documents applicable to any contract award made by the Board of Education.

The bidder's signature signifies his full understanding of the terms and conditions of the Invitation for Bid ("IFB"). The award of the contract shall be made by a Blanket Purchase Order issued by LLS to the contractor(s) and shall bind the contractor(s) to the Terms and Conditions of the contract documents.

- ❖ Information For Bidders
- ❖ Insurance Requirements
- ❖ General Operating Conditions
- ❖ General Specifications and Scope of Work
- ❖ Bid Form
- ❖ LLS Contract Terms and Conditions
- ❖ Acceptance Form **This must be returned with Bid Form**

4. **Preparation of Bids:** Each bid must be submitted on the enclosed Bid Form. All blank spaces for bid prices must be filled in with ink or typewritten. The person signing the bid shall initial corrections in ink. Each bid must be submitted in a sealed envelope bearing on the outside of the envelope the name and address of the bidder and the bid number as listed on the "IFB". Improper identification may result in premature opening of, or failure to open a bid, and rejection of the bid by LLS.
5. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. The owner reserves the right to reject all bids as provided in paragraph 11 below. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof, but not after opening, as provided by law. Any bid received after the specified time for the opening of bids shall not be considered.

Note: Los Lunas Schools will not accept bids that are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing or the transmittal of supplemental product literature, drawings and the like. Please present requests for approval to use fax transmission for specific materials related to a bid to the authorized agents for LLS identified below:

Heather Rindels, Buyer
c/o Los Lunas Schools
P. O. Drawer 1300
Los Lunas, NM 87031
Phone: 505-866-8259

INFORMATION TO ALL BIDDERS (CONTINUED)

6. **Qualifications of Bidders:** LLS may make such investigation as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as LLS may request. LLS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy LLS that such bidder is a responsible bidder as defined in NMSA 1978 section 13-1-82 or that the bid is a responsive bid as defined in NMSA 1978, 13-1-84, and is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder(s) shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on LLS property. As a general rule, any such regulation or law applying to LLS personnel shall be deemed to be in force for contractor's work force occupying any work site. LLS regulations are available from the LLS authorized agents identified above.

7. **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Heather Rindels at LLS Procurement Office, telephone (505) 866-8259. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. Failure by the contractor to become familiar with the conditions affecting the contract through its negligence, misunderstanding, or error shall not give rise to any claim against LLS.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work, specifications and conditions. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in its bid.

8. **Records:** Records shall be maintained by the contractor in compliance with municipal, federal or state laws, ordinances, codes, and this contract. At any time during normal business hours and as LLS may deem necessary, there shall be made available to LLS for examination all of Contractor's records with respect to all matters covered by this agreement. LLS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.
9. **Multiple Offers:** Unless the Bid Form or Specifications expressly call for alternate bids, LLS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right.
10. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by LLS. If the limitations imposed are not in the best interest of LLS or are prejudicial to other bidders, bid will be rejected.
11. **Taxes:** LLS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. Bid should not include taxes.

12. **Awards:** LLS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; and 3) to waive any informality or irregularity in any bid which does not affect price, quality or quantity of the items subject to the bid process. It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award.
13. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between LLS using departments, LLS Procurement Department, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.
14. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract represents the entire agreement of the parties. No amendment of this contract shall be affective unless it is in writing, signed by all parties.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, LLS Procurement Department will issue a written addendum, which shall thereafter become part of the bid documents and proposed contract documents.

No oral interpretations shall be given by LLS and, if given, shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening

15. **Protest:** Any bidder, offeror, or contractor who is aggrieved in connection with procurement may protest to the Procurement Department, Los Lunas Schools. The protest shall be submitted in writing within 15 calendar days after obtaining knowledge of the fact or occurrences giving rise thereto.
16. **The Procurement Code:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
17. **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s)/perform work as specified.

No contract exists on the part of Los Lunas Schools until a written contract has been approved by the Board of Education or a Blanket Purchase Order (BPO) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a BPO will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, subcontract, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Los Lunas Schools.

INSURANCE REQUIREMENTS

1. **Insurance:** The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

a. **Workers' Compensation Insurance:** As required by the Labor Laws and New Mexico Statutes.

AND/OR

b. **Public Liability Insurance:**

- 1) In the sum of one hundred thousand dollars (\$100,000.00) for damage to or destruction of property arising out of a single occurrence,
- 2) In the sum of three hundred thousand dollars (\$300,000.00) for all medical or medically related expenses arising out of a single occurrence for all damages other than property damage,
- 3) In the sum of four hundred thousand dollars (\$400,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical or medically related expenses,
- 4) In the sum of seven hundred fifty thousand (\$750,000.00) for all claims other than medical or medically related expenses arising out of a single occurrence as permitted under the Tort Claims Act, or as accepted by Los Lunas Schools.
- 5) The Contractor will keep in force such automotive insurance as required by the State of New Mexico.

Successful contractor must furnish proof of coverage to the LLS Procurement Officer **upon award of contract**. Failure to provide proper proof of insurance(s) will render any award or agreement as a result of this solicitation as null and void, unless otherwise determined by LLS.

If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the LLS Procurement Department.

c. **Indemnity:** The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

GENERAL OPERATING CONDITIONS

1. **Contract Time:** Unless modified by the contract documents for a specific procurement, any contract issued as a result of this solicitation will be in effect for a period of one (1) year from date of award with option to renew for two (2) additional one-year periods. Renewal is contingent upon mutual agreement of the parties and appropriation of funding.
2. **Pricing:** Hourly pricing must remain firm for the life of the contract or any extension thereof. There is no provision for escalation of hourly rate. However, it is understood that the price of fuel can fluctuate in a broad scale and can adversely affect the Contractor's profit margin based on the hourly rate that is bid. The LLS Procurement Department will allow an adjustment to the Contractor's invoice in the form of a surcharge to compensate for increase in fuel prices when the price of fuel reaches a threshold of a minimum of a 20% increase. It will be the Contractor's responsibility to provide documentation of the increase in fuel based on actual receipts. When the fuel price reaches the 20% threshold, LLS Procurement Department will allow invoicing of additional charges for the difference in the price of fuel at the signing of the contract. Example: At signing of contract, fuel is \$2.25 per gallon. Prices increase to \$2.70 per gallon which translates to a 20% increase. The Contractor may invoice this difference, \$.45 per gallon, based on actual consumption, provided proper documentation accompanies the invoice. Once fuel prices drop below the 20% threshold, no surcharge will be allowed. LLS reserves the right to negotiate with Contractor regarding this issue.
3. **Contract Renewal:** Contractor may decline renewal with no penalty and LLS will re-bid. However, if the Contractor agrees to the second year of this contract, a letter of recommendation will be prepared for the Board of Education's approval. Upon Board of Education approval and available funding, the contract or shall sign a "contract renewal form" to update vendor information, provide updated certificate of insurance, and shall provide an affidavit stating the current price of fuel.
4. **Request(s) NOT Defined in Scope of Work:** Contractor shall not perform work or supply property which is outside the scope of work in the contract documents. LLS shall not incur liability for payment for such unauthorized requests. Should such requests occur, contractor has the responsibility of calling such violations to the attention of LLS Procurement Department.

LLS does, however, reserve the right to negotiate with successful bidder(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new item(s) and pricing structure.

5. **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupations Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

Spotter: The successful Contractor shall provide a spotter when requested by LLS staff.

6. **Invoicing and Purchase Order Procedures:** Upon award, LLS will issue a Blanket Purchase Order (BPO) which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. Each pick up, delivery, or service call shall be ticketed separately by project or by school site/location, and shall have the LLS BPO number, work order number, delivery location, and the full signature with printed name of employee receiving the material. Initials only are not acceptable and will not be processed for payment.

Contractor must satisfy himself that a transaction is within the scope of the Contract. LLS is not responsible for unauthorized purchases or services by individuals who cannot be identified. Credits for unauthorized purchases or services will be issued to the LLS account.

7. **Itemized invoices**, clearly referencing BPO number and work order number shall be submitted to LLS Schools, Accounts Payable Department, P.O. Drawer 1300, Los Lunas, NM 87031. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.
8. **Payment of Invoices:** LLS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. LLS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Invoices may be submitted twice a month and our payment schedule will be 30 days.
9. **Late Payment Charges:** After the sixtieth day from the date that written certification of acceptance by LLS is issued, late payment charges may be assessed on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
10. **Final Invoices:** When applicable, final invoice for each project shall be accompanied by all required guarantees, warranties, releases of lien and/or other submittals required by the contract.
11. **Post Award Conference:** After bid award, the contractor shall meet with LLS Procurement Department and Accounts Payable Departments to outline procedures specified under Item #6 and other relevant paperwork etc.

GENERAL SPECIFICATIONS/SCOPE OF WORK

1. **Scope of Work:** Los Lunas Schools (LLS) is soliciting HEAVY EQUIPMENT AND INDUSTRIAL SERVICES to include a SPOTTER per the terms and conditions described herein. The successful vendor shall furnish all equipment and labor necessary to provide the services for the District as required.
 - a. The work will include mowing, grading, hauling, dumping, tractor and loader services throughout the district on an as needed basis as requested by District Maintenance.
 - b. The successful Contractor agrees to meet “call-out” criteria established by the District for times that emergency work is required.
 - c. The successful Contractor agrees to utilize equipment that is acceptable to the district and to maintain the equipment in safe and workable order.
 - d. Contractor will supply Spotter to work with the operator at all times. NO exceptions will be made.

2. **Response Criteria:** Each of the following areas must be specifically addressed in the Bid Form.
 - a. **Experience and Qualifications:** A thorough listing of experience shall be included in the Bid Form. Contractor must have a minimum of five (5) years experience in providing the services described herein. Consideration will be given to the experience and qualifications of individual employees as well as the company’s experience.
 - b. **References:** Three (3) professional Letters of Reference for your company shall be submitted with a list of contact persons for each reference. References should be able to confirm quality of work performed and responsiveness of company.
 - c. **Availability/Proximity:** Routine work will be scheduled at least 48 hours in advance of the planned work; however, the successful contractor must be able to respond to District emergency calls within 6 hours of call out inclusive of hours beyond the normal workday and weekend hours.
 - d. **Cost:** The cost to the 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 5:00 P.M., that rate must also be stated. The hourly rate is FMO inclusive of all travel time, fuel, maintenance, and Spotter and Operator time. If material is supplied by the successful Contractor, the Contractor must state the amount of discount from list prices applied the invoiced cost of the material. See paragraph e*
 - e. **New Mexico Statutes 1978, Chapter 13, Public Purchases and Property:**

13-1-149 Types of Contracts

Subject to the limitations of Sections 123 through 127 (13-1-150 to 13-1-154 NMA 1978) of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interest of the state agency or a local public body may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required.

3. **General:** Bids will be opened and read aloud on **Thursday, October 12, 2017 at 2:00 PM (local time)** at Los Lunas Schools District Offices at 119 Luna Avenue, Los Lunas, NM 87031.
- A. Bids that are mailed through the U.S. Postal Service are to be addressed to:

Los Lunas Schools
Procurement Department
Attn: Heather Rindels, CPPB
P. O. Drawer 1300
Los Lunas, NM 87031

- B. Bids that are hand-carried or delivered by messenger such as Federal Express are to be addressed to:

Los Lunas Schools
Procurement Department
Attn: Heather Rindels, CPPB
119 Luna Avenue
Los Lunas, NM 87031

Bid envelopes must be clearly marked "BID for HEAVY EQUIPMENT AND INDUSTRIAL SERVICES", with date and time of opening to ensure that bids are not opened prematurely. **LATE BIDS WILL NOT BE ACCEPTED.**

- C. **Contract Period:** The Heavy Equipment and Industrial Services contract shall be for a period of 8 months starting November 1, 2017 through June 30, 2018 with a three-year renewal, upon mutual agreement and availability of funds, between both parties. Los Lunas Schools reserves the right to re-bid at any time should it be deemed necessary.

5. **Technical Specifications:**

- A. Vendor must provide qualified technicians to perform all the services requested under the terms and conditions stated in these bid documents.
- B. Work must be scheduled and coordinated through the District Service Center and the Site Administrator where work is to be performed. Schedules must allow time for any notification of parties involved, and for the locating of any gas, electrical, and/or water lines, removal or relocation of fencing, site amenities, etc., that may interfere with the Contractor performing work.
- C. A Service Ticket shall be provided for each project that states the work order number, location, date, time, area, etc. for work being performed.
- D. Service Ticket shall include Vendor'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 District Service Center of existing damages prior to commencing scheduled work. Failure to do so will render the contractor liable for damages to surrounding areas.
- E. Any exceptions or additional information regarding methods of performing the work described herein should be conveyed on the Bid Form where indicated.
- F. Vendor must read all the conditions described herein and sign the Acceptance Form provided in these bid documents, and must return same with Bid Form.
PROCEED TO BID FORM AND ACCEPTANCE FORM

HEAVY EQUIPMENT AND INDUSTRIAL SERVICES

This Bid Form, along with the Acceptance Form, must be submitted to Los Lunas Schools, P. O. Drawer 1300 (if mailed) or 119 Luna Avenue, Los Lunas, NM 87031 (if hand-delivered) no later than **Thursday October 12, 2017 at 2:00 PM (local time)** Bids submitted after the appointed date and time will not be accepted.

Please provide the following information:

FIRM _____

REPRESENTED BY _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NO. _____ FAX NO. _____

AUTHORIZED SIGNATURE _____ DATE _____

NM STATE PREFERENCE ID (if applicable) _____

STATE CRS TAX ID _____

FEDERAL TAX ID _____

OR SOCIAL SECURITY NUMBER _____

CHECK LIST – PLEASE NOTE AND/OR ATTACH THE FOLLOWING AND SUBMIT WITH BID FORM:

1. _____ VENDOR PROFILE: Brief description and history of your company including current size, organization and support staff qualifications and any certifications.
2. _____ REFERENCES: List names, addresses (including city, state, zip) and phone numbers of three accounts within the past three years that you have performed work for.
3. _____ PROOF OF INSURANCE: I have read and understand the insurance requirements and will provide proof of appropriate business insurance if awarded this contract. Vendor understands that if appropriate insurance is not provided upon request, that award of contract will be null and void, pursuant to the terms and conditions of this ITB.
4. _____ READ TERMS AND CONDITIONS: The bidder must read and understand the Terms and Conditions set forth in this document.
5. _____ SIGN CAMPAIGN CONTRIBUTION DISCLOSURE FORM: The blank form is included in an Appendix of this ITB. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

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6. _____ INCLUDE (if applicable) RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE: It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of bids. **Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.**
- a. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
 - b. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
 - c. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
 - d. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$3,000,000
 - e. A resident veteran business shall not benefit from the preference for more than ten consecutive years.
 - f. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
 - g. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any additional documentation required to validate the percentage of preference to be awarded.
 - h. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.
7. _____ SIGN THE ACCEPTANCE FORM and return with BID FORM to the designated place and time stated herein.

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PRICING:

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 Offeror 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		
Welder		
Single Axle Dump Truck		
Tandem Axle Dump Truck		
Skid steer loader with front bucket		
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		

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

Discount from list on material costs _____%

Note: NM State Procurement Code Section 13-1-149, Types of Contracts states in summary, "that the use of cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance". In conclusion, for No. 5, you must use a "discount from list on material costs", a cost plus a percentage of cost, or markup on materials cost is not allowed.

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:

LOS LUNAS SCHOOLS
CONTRACT TERMS AND CONDITIONS

PREPARATION OF BIDS

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at or prior to, the time specified for consideration. Late bids will not be accepted. An authorized representative of the company must sign all bids.

Provide a bid label on your return bid package. Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, LLS cannot accept bids which are transmitted using facsimile equipment.

Los Lunas Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with it. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

GENERAL

Brand Names: It is intended that bid specifications permit maximum practicable competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of LLS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by LLS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated in a bid it shall be understood that the bidder is quoting as specified in the Invitation for Bids.

Qualification of Bidders: LLS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. LLS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy LLS that the bidder is qualified to perform the obligation of the contract.

AWARD

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

LLS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality or irregularity in any bid which does not affect price, quality, or quantity of the items subject to the bid process.

LLS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5%) resident preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-resident contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming

preference will insert its resident business certification as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor. Failure to show resident certification number shall constitute a waiver of any claim to resident preference.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Los Lunas Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after obtaining knowledge of the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Los Lunas Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by LLS.

PACKING, SHIPPING AND INVOICING

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to LLS at the F.O.B. point shown, subject to the right of LLS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as separate item.

PATENT INDEMNITY

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent. Seller shall indemnify and hold LLS harmless from any cost, expense, damage or loss incurred in any manner by LLS because of any such alleged infringement.

WARRANTIES

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to LLS and are in addition to and do not limit any rights afforded to LLS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

INSPECTIONS

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, LLS may reject them, require the Seller to correct without charge or require delivery at a reduction in price, which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by LLS, LLS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to LLS under

other provisions in these terms and conditions, shall reimburse LLS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, LLS rights provided in this section.

ASSIGNMENT

Neither the order nor any interest therein, nor claim thereunder shall be subcontracted, assigned or transferred by the Seller except as authorized in writing by LLS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

NON-DISCRIMINATION

Sellers doing business with LLS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

CHANGES

LLS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of LLS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless LLS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

KICKBACK STATEMENT

The Procurement Code, Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal gratuities and kickbacks.

TERMINATION

LLS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. LLS shall pay Seller as full compensation for performance until such termination: (1) the unit or prorated order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by LLS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

LLS may by written notice terminate this order for Seller's default in whole or in part, at anytime. If Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. LLS may purchase or otherwise secure item(s) or service(s) except as may be otherwise provided; Seller shall be liable to LLS for any excess costs occasioned thereby.

If after notice of termination for default, LLS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of LLS, unless LLS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If LLS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, LLS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of LLS, not caused or contributed to by Seller, to perform services or

deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of LLS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. Seller shall provide documentation to justify additional payment under this clause. No allowance will be made for anticipated profits. The remedies available under this section shall be in addition to and shall NOT constitute a waiver of the rights of LLS under any bid, performance or payment bond applicable to the procurement. "Seller" is defined as the Seller and his sub-suppliers at any tier.

CONTINGENCY FEES

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, LLS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

OTHER APPLICABLE LAWS

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. The bid and contract documents shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

NON-COLLUSION

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with the solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

ACCEPTANCE FORM FOR
THE TERMS AND CONDITIONS
OF ITB 2018-002-HR
INVITATION TO BID FOR
HEAVY EQUIPMENT AND INDUSTRIAL SERVICES

I, the undersigned, have read the Terms and Conditions in the Invitation to Bid and understand that these Terms and Conditions will become the Contract, if I and/or my firm are the successful bidder, with Los Lunas Schools.

I have also read and understand the Information to Bidders, Insurance Requirements, General Operating Conditions, and Technical Specifications, and have provided all necessary documentation as required on the Bid Form.

FIRM _____

REPRESENTED BY _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with bid form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 Contributions” 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 on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” 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.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official on the District Board of Education:

Bryan C. Smith, President

Georgia Otero-Kirkham, Vice President

Sonya C’Moya, Secretary

Frank A. Otero, Member

Arthur Castillo, Member

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) _____