INVITATION, BID AND ACCEPTANCE
GADSDEPN INDEPENDENT SCHOOL DISTRICT
MAILING ADDRESS: P. O. DRAWER 70, ANTHONY, NEW MEXICO 88021
PHYSICAL ADDRESS: 4950 MCNUTT, SUNLAND PARK, N.M. 88063
(505) 882-6252

Bid Invitation Number: 20-21-48
Date: September 1, 2020 at 2:00 p.m.
Commodity: “Surplus Property Disposition”

Bids will be publicly opened at 2:00 p.m. on September 1, 2020, for Surplus Property Disposition as listed below, F.O.B. Destination to Gadsden Independent school District Warehouse, 1325 W. Washington, Anthony, New Mexico.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1.</td>
<td>Surplus Property Disposition as per attachments</td>
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<td>Location: San Miguel Elementary -- Furniture</td>
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<td>2160 Highway 192</td>
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<td>San Miguel, NM 88058</td>
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<td>VIEWING DAY: Thursday, August 27TH &amp; Friday,</td>
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<td>August 28th, 2020</td>
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<td>TIME: 8:00 a.m. – 4:00 p.m.</td>
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<td>PLEASE FOLLOW BIDDERS INSTRUCTIONS</td>
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<td>NOTE: The bid must be in the Purchasing Department by that date and time. If delivering by hand, deliver to the office of the Purchasing Agent at 4950 McNutt Rd., in Sunland Park, NM 88063. Do not leave your bid at the front desk or with anyone outside of the Purchasing Office. If mailing your bid, mail to P.O. Drawer 70, Anthony, NM 88021.</td>
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DELIVERY PROMISED BY: BID IS ALL OR NONE (CHECK ONE): PAYMENT TERMS:
BY: ______________________________________ ALL OR NONE ANY

BY: ________________________________

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

IN-STATE CERTIFICATION NUMBER: (SEE INSTRUCTIONS ON ATTACHMENT)

TITLE: ________________________________

PHONE: ________________________________ FAX: ________________________________
INSTRUCTIONS TO BIDDERS

1. **BIDS NOT IN THE OFFICE OF THE PURCHASING AGENT AT THE TIME OF THE BID OPENING ARE DISQUALIFIED AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

2. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED IN THE APPROPRIATE SPACE. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.**

3. Samples of items, when required, must be furnished free of expense prior to the opening of bids and, if not destroyed, will, upon request, be returned at the bidder's expense.

4. Prices should be stated in units or quantity specified, with packing included.

5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state. Time of delivery may be a consideration in the award decision.

6. Envelopes containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder. On the lower left-hand corner, the bid number, opening date and commodity must be identified.

7. All addenda issued shall become part of the bid document terms and conditions.

8. Corrections and/or modifications received after the opening time specified will not be accepted.

9. Where an item is specified by brand name, it is not the intention to discriminate against any approved equal product made by another manufacturer. It is the intention to set a definite standard and style. Any "or equal" offered must substantially equal the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction as the item specified. Any deviation from the standard must be clearly itemized by the bidder.

10. When offering substitutions, include descriptive literature with the bid.

11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

12. The District is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in the bid. A nontaxable transaction certificate will be provided upon request. Services are not exempt.

13. If your bid is accepted, you will receive a purchase order by mail or fax authorizing you to make delivery. Only the accepted bidder will be notified of award.

14. **THE NEW MEXICO PUBLIC PURCHASES ACT AS AMENDED BY THE 29TH LEGISLATURE REQUIRES VENDOR CERTIFICATION BY THE STATE PURCHASING AGENT BEFORE THE 5% IN-STATE BIDDING PREFERENCE CAN BE EXTENDED. BIDDERS CLAIMING THIS PREFERENCE MUST SHOW CERTIFICATION NUMBER ON THIS FORM AND MUST BE PREPARED TO SHOW EVIDENCE OF CERTIFICATION FOR THE COMMODITY BEING BID. IN-STATE VENDORS: WITHOUT A NUMBER, NO IN-STATE PREFERENCE WILL BE APPLIED.**

CONDITIONS


2. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and, unless otherwise specified by the bidder, to accept any item on the bid.

3. It shall be the bidder’s responsibility to advise the GISD Purchasing Agent if any language, requirements, specifications, etc. or any combination thereof inadvertently restrict or limit the requirements stated to a single source. Such notification must be received by the Purchasing Agent no later than five days prior to the date set for acceptance of bids.

4. In case of error in the extension of prices in the bid, the unit price will govern.

5. The District will take advantage of cash discounts offered whenever possible.

6. Unless otherwise stated, freight terms are FOB Destination.

7. Offers may not be withdrawn after the bid opening date except in accordance with NMSA-13-106.

8. By responding to this bid, unless exceptions are stated as part of the offer, the bidder indicates full compliance with all specifications and terms and conditions herein.

9. Time in connection with discounts offered will be computed from date of delivery or from date correct bill is rendered on proper voucher form certified by contractor and is received, whichever date is latest.

10. GISD reserves the right to award by item, group of items, or total bids; or reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of GISD will be served.

11. If awarded the contract, the Offeror agrees to abide by all Federal and State laws and rules and regulations of the State of New Mexico. The Offeror agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under the resulting contract. If the contract is found to be not in compliance with these requirements during the life of the agreement, the Offeror agrees to take appropriate steps to correct these deficiencies.
12.  
A. No warrant, check or other negotiable instrument shall be issued in payment for any purchase of services, construction or items of tangible personal property unless the central purchasing office or the using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications or unless prepayment is permitted under Section 13-1-98 NMSA 1978 by exclusion of the purchase from the Procurement Code [13-1-28 NMSA 1978].

B. Unless otherwise agreed upon by the parties or unless otherwise specified in the invitation for bids, request for proposals or other solicitation, within fifteen days from the date the central purchasing office or using agency receives written notice from the contractor that payment is requested for services or construction completed or items of tangible personal property delivered on site and received, the central purchasing office or using agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property.

C. Except as provided in Subsection D of this section, upon certification by the central purchasing office or the using agency that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days of the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency.

D. If the central purchasing office or the using agency finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days of the date of receipt of written notice from the contractor that payment is requested for services or construction completed or items of tangible personal property delivered on site, provide to the contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the contractor may proceed to provide remedial action.

E. Late payment charges that differ from the provisions of Subsection C of this section may be assessed if specifically provided for by contract or pursuant to tariffs approved by the New Mexico public utility commission or the state corporation commission [public regulation commission].