

TAOS MUNICIPAL SCHOOLS



REQUEST FOR PROPOSALS (RFP)

RFP# 24-007

Maintenance of all District Campus Grounds/Fields

Commodity Codes applicable to this procurement: 96149

Contracting Agency: TAOS MUNICIPAL SCHOOLS

Address: 310 Camino De La Placita
Taos, New Mexico 87571

Telephone: 575-758-5220

RFP Issue Date: November 2, 2023

Proposals Due: November 30, 2023 at 3:00 PM MDT

Issued By: Tanya Maestas, Chief Procurement Officer

E-mail: tanya.maestas@taoschools.org

Web Address: www.taoschools.org/en

NOTICE

This Request for Proposal (RFP) is being issued pursuant to The New Mexico Procurement Code Sections 13-1-28 through 13-1-199 NMSA 1978, which imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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**TAOS MUNICIPAL SCHOOLS
REQUEST FOR PROPOSALS
RFP 2024-007**

Maintenance of all District Campus Grounds/Fields

Taos Municipal Schools (also may be referred to herein as the “Agency”, “Schools” or “School District”) is requesting qualification-based competitive sealed proposals for Facilities Management Contracted Services. Proposals will be accepted until November 30, 2023 at 3:00 PM MDT. Proposals that are received will be reviewed by an evaluation committee that will provide a recommendation for award based on the highest-ranking offer in regard to specific criteria outlined in this Request for Proposals. Taos Municipal Schools reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in solicitation process and to accept the proposal **or proposals** which, in its judgment, is/are most advantageous to the Agency.

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: November 30, 2023 at 3:00 PM MDT

PROPOSALS SHALL BE SUBMITTED TO:

TAOS MUNICIPAL SCHOOLS ADMINISTRATION BUILDING
310 CAMINO DE LA PLACITA, TAOS, NEW MEXICO, 87571

IT IS THE OFFEROR’S RESPONSIBILITY TO MEET THE DEADLINE. PROPOSALS THAT ARRIVE AFTER 3:00 P.M. MDT MAY NOT BE CONSIDERED.

The words SEALED PROPOSAL along with the RFP NUMBER, TITLE, AND THE OFFEROR’S NAME AND ADDRESS MUST appear clearly on the sealed envelope or package of all proposals.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE NO LESS THAN 2 DAYS PRIOR TO DEADLINE IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE.

Procurement Manager

Tanya Maestas, Taos Municipal Schools Chief Procurement Officer (CPO)

Phone: 575-758-5220

Email: tanya.maestas@taoschools.org

In line with New Mexico Procurement Statute 13-1-68 NMSA 1978, this award may result in a multi-term contract extending through Fiscal Year 2027 (if funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be cancelled).

In line with New Mexico Procurement Statute 13-1-69, NMSA 1978, this award may be a multiple source award made to offerors whose proposals are most advantageous to the Taos Municipal Schools, taking into consideration the evaluation factors set forth in the request for proposals.

In line with NM Procurement Statutes 13-1-129 and 13-1-135 NMSA 1978, Taos Municipal Schools is serving as the lead agency in conducting this procurement as a cooperative procurement as well as to establish a price agreement. Any award made under this RFP may be utilized as an independent contractual agreement under the same pricing, terms and conditions by other eligible agencies, at the discretion of the contractor.

I. PURPOSE AND SCOPE

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Taos Municipal Schools is seeking sealed proposals from individuals or qualified companies to do business in the State of New Mexico to provide landscaping of all district campus grounds/fields in accordance with the outlines and specifications contained in this Request for Proposals (RFP). In responding to this RFP, offerors are encouraged to provide any additional information they believe is relevant. This RFP is being issued pursuant to the New Mexico Procurement Code and shall be governed by its provision.

B. BACKGROUND INFORMATION

Taos Municipal Schools is located in Taos, New Mexico. The school district is comprised of six member schools and additional facilities under the direction of Valerie Trujillo, Superintendent:

A. Schools:

Taos High School, Taos Middle School, Enos Garcia Elementary, Ranchos Elementary School, Arroyos Del Norte Elementary School, Vista Grande High School, and Taos Cyber Magnet School

B. Facilities:

Administrative Office, Food Warehouse, Bus Barn (Taos Middle School)

C. SCOPE OF WORK

Taos Municipal Schools (TMS) seeks proposals from qualified Maintenance companies to work in coordination with Taos Municipal Schools (TMS) staff and select work groups in providing grounds maintenance services for the Facilities and schools identified above and located within TMS school district:

1. Maintenance for one (1) year with possible three-year extension pending school board approval to include grow-in and preparation for opening 2023-24SY, including all phases of ground maintenance and field operation, must trim around all irrigation ditches, mowing, fertilization, tree and shrub trimming. Removal of any foreign debris from synthetic turf. **The contractor will help with snow and ice removal upon request of Facility Director.**
2. Grounds Upkeep:
 - a. Police all areas on campus and pick-up trash
 - b. Police all open areas, fence lines and pick-up trash
 - c. Sweep/Hand blow entrances, sidewalks, and parking lots
 - d. Pull weeds from all graveled and non-graveled areas
 - e. Dispose of trash in dumpsters
3. Landscape Services
 - a. Water all vegetation
 - b. Rake playground areas, mulch and fill in voids at elementary schools
 - c. Trim/prune trees, bushes and plants in all areas
 - d. Provide weed control for all areas (spraying for sidewalks and graveled areas)
 - e. Mow/trim along fence areas (inside and outside of fenced areas) and remove unwanted growth
 - f. Mow/trim all grass areas
4. Special Services:
 - a. Mow/trim all athletic fields
 - b. General cleanup all athletic areas
 - c. Clean out dugouts
 - d. Clean benches
5. Seasonal Activities
 - a. Spring Activities
 - i. Check all water sprinklers heads and replace if needed
 - ii. Check irrigation systems for leaks and report to Maintenance/Site Administration
 - iii. Check meters and timers for proper operations
 - iv. Aerate all athletic fields
 - v. Fertilize all athletic fields (Mid-April)
 - vi. Feed/fertilize all landscape areas (Mid-April)
 - vii. Seed all grass areas
 - viii. Provide weed and pest control to all areas
 - ix. Provide rodent control
 - b. Summer Activities

TAOS MUNICIPAL SCHOOLS

RFP 2024-07 – Professional Services: Facilities and Maintenance Landscaping

- i. Check all water sprinklers and replace if needed
 - ii. Check irrigation systems for leaks and report to Maintenance and Site Administration
 - iii. Check meters and timers for proper operations
 - iv. Aerate all athletic fields if needed
 - v. Irrigate all grass fields and trees on a regular basis
 - vi. Fertilize all athletic fields (Mid-August)
 - vii. Feed/fertilize all landscape areas (August)
 - viii. Provide weed and pest control to all areas
 - ix. Provide rodent control
 - c. Fall Activities
 - i. Shutdown and winterize sprinkler and irrigation systems
 - ii. Fertilize all athletic fields (October)
 - iii. Feed/fertilize all landscape areas (October)
 - iv. Provide weed and pest control for all areas
 - v. Provide rodent control
 - d. Winter Activities
 - i. District (by request only – conditions warrant)
 - 1. Scheduled snow and ice removal from doorways, walkways and sidewalks
6. District Sites

LOCATION	ACREAGE
Arroyos Del Norte Elementary	5.3
Enos Garcia Elementary	8.24
Ranchos Elementary	11
Taos Middle School	18
Taos High School	25.6
Vista Grande High School	2.25
Administration Building/Taos Cyber Magnet	6
Food Warehouse	1.5
TOTAL	77.89

7. Process: The scope of work will be conducted on-site over the course of 7 months.
- a. All routine work is scheduled except the and seasonal activities, which are completed based on the most favorable conditions.
 - b. Scheduled work for sites is conducted on an interval basis based on every 3rd day.
 - i. Week 1: Monday and Thursday
 - ii. Week 2: Tuesday and Friday
 - iii. Week 3: Wednesday & back to Week 1
 - c. All Scheduled work must be completed as outlined
 - d. Work that is to be conducted outside the scope of work must be approved by Taos Municipal Schools prior to conducting work activities.
 - e. Estimated Start Date: December 2023
 - f. The months of November, December, January, February, and March as

- needed for snow removal on walkways and sidewalks.
- g. End Date: June 30, 2024
- h. All employee work hours will be entered in FIMS (School Dude) for tracking purposes
- i. Crew leader will check in with each school office upon arrival and upon departure of school property

D. MANDATORY SPECIFICATIONS

1. Taos Municipal School will:
 - a. Provide communication to Contractor of any changes to the scope of plan
 - b. Provide continued support of the plan through positive communications to staff emphasizing the importance of the plan
 - c. Train and setup Contractor to access work activities through FIMS program (School Dude)
 - d. Issue ID Badges and access to all sites
 - e. Conduct monthly meetings with Contractor and review contract requirements
2. Contractor will:
 - a. Provide professional, competent and experienced personnel
 - b. Communicate any changes in scope of plan
 - c. Manage services and equipment in fulfillment of contract requirements
 - d. Complete scheduled work activities generated through FIMS (School Dude)
 - e. Provide background checks prior to employment
 - f. Provide rolling stock inventory that is safe, operable, and presentable.
3. Pricing requirements - Contractor will provide with submittal:
 - a. Annual cost of services
 - b. Staffing requirements and job descriptions
 - c. Certificate of General Liability Insurance – \$1 Million
 - d. Verification of Workman’s Compensation and experience rating last three years
 - e. Proof of Insurance on all vehicles and equipment required by the state to be registered and licensed.
 - f. List of equipment that will be supplied in support of this contract
 - g. Proof of certification/license to distribute pesticides and weed control products.

E. CONTRACT TERM

It is anticipated that the initial term of this contract will be for one (1) year, commencing in December 2023. The School District reserves the right to renew/extend the contract,

on an annual basis (or any portion thereof), for up to three (3) additional one-year terms. Services will be required only for the duration needed and will be subject to cancellation or non-renewal for convenience at any time during the contract period, at the discretion of the School District.

F. PROCUREMENT MANAGER

The Procurement Manager is responsible for this procurement, whose name and contact information are listed below. Any inquiries or requests regarding this procurement shall be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other School District employees do not have the authority to respond. Contacting any other Taos Municipal Schools employee or staff in regard to this RFP may result in misinformation and/or may lead to disqualification of the offeror's proposal.

Procurement Manager

Tanya Maestas, Taos Municipal Schools, CPO
310 Camino De La Placita, Taos, NM 87571

Phone: 575-758-5220

Email: tanya.maestas@taoschools.org

II. DEFINITION OF TERMINOLOGY

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

“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.

“Close of Business” means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

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

“Contractor” means a successful offeror who enters into a binding contract.

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

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor.)

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on

computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

"Evaluation Committee" means a body appointed by Taos Municipal Schools to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, or entity who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the School District to manage or administer a procurement requiring the evaluation of competitive sealed proposals; also referred to as "Chief Procurement Officer," in this document and attachments.

"Page" means one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages.

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

"Purchasing" or **"Procurement"** means a function within the Finance Office of Taos Municipal Schools administration office under the direction of the Chief Procurement Officer.

"Request for Proposals" or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal 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 a Request for Proposals.

"Responsive Offer" or **"Responsive Proposal"** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"**School District**" means Taos Municipal Schools

"**Statement of Compliance**" and "**Statement of Concurrence**" mean an express, affirmative statement by the offeror in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement." "The [NAME HERE] Company concurs with this requirement." and the [NAME HERE] Company agrees to participate as required."

"**TMSD**" means Taos Municipal School District

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
Issue RFP	Procurement Manager	November 2, 2023
Published Legal Advertisement	Procurement Manager	November 5, and 9, 2023
Deadline to Submit Questions	Potential Offerors	November 13, 2023, at 3:00 PM
Deadline for return of "Acknowledgement of Receipt" Form	Potential Offerors	November 14, 2023 at 3:00 PM MDT
Response to Written Questions (if applicable)	Procurement Manager	On or before November 17, 2023
Submission of Proposal	Offerors	November 30, 2023, at 3:00 PM MDT
Proposal Evaluation	Evaluation Committee	December 4, 2023
RFP Award	School Board	December 14, 2023
Protest Deadline	Offerors	15 days after Notice of Award

***Subject to change at the discretion of Taos Municipal Schools.**

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Taos Municipal Schools Chief Procurement Officer.

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

Potential Offerors should hand deliver, mail or return by e-mail (preferred method) the “Acknowledgement of Receipt” form included with this document (see appendices) to be placed on the procurement distribution list for this RFP. 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 the Sequence of Events.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and all addenda issued under this RFP. If not received, potential offeror’s name may not be included on the distribution list which may result in the potential offeror not receiving crucial information that may affect their proposal.

3. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time indicated in the Sequence of Events. All written questions must be sent by e-mail, mailed or hand delivered to the Procurement Manager specified in this RFP. Questions must be submitted in writing and will not be accepted over the phone.

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to any potential offeror who has submitted an Acknowledgement of Receipt form. In addition, responses may be emailed to any parties who submitted questions.

5. Submission of Proposal

- a. PROPOSALS MUST BE **RECEIVED** NO LATER THAN THE TIME AND DATE INDICATED IN THIS REQUEST FOR PROPOSALS IN ORDER TO BE CONSIDERED. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON MAY NOT BE ACCEPTED OR CONSIDERED. (In the event that only one proposal is received through a late submittal, Taos Municipal Schools may determine acceptance or rejection of the proposal.)
- b. Any proposal that does not adhere to the specified format, and which does not address each specification, requirement and criteria within this RFP may be deemed non-responsive and rejected on that basis.
- c. Offerors shall provide one (1) **original, five (5) copies and one “digital” version on a USB drive**. All proposals shall be identical, in the event of discrepancy, the original copy will be relied upon.
- d. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- e. Proposals shall be a maximum of 35 (thirty-five) pages, including title, index, etc., not including front and back covers, tabbed dividers and proposal forms.
- f. All items should be placed in an **opaque, sealed** envelope or package plainly marked **“SEALED PROPOSAL”** with the following information shown on the bottom left corner of the envelope:

- RFP number and title
 - Date and time of the opening
 - Offeror’s name and address
- g. The Offeror shall assume full responsibility for timely delivery of proposals, including proposals submitted by mail or courier. Hand-delivered proposals shall be submitted to the Procurement Manager, or authorized personnel in the Taos Municipal Schools Finance Department. Submittals will be marked or logged in with the date and time received, which shall be prior to the time specified.
- h. Oral, telephonic, telegraphic or unsealed proposals are invalid and will not receive consideration.

6. Correction or Withdrawal of Proposals

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror **prior to** the time set for proposal opening by giving notice to the Procurement Manager or other Finance Office personnel at the place designated for receipt of proposals. Proposals withdrawn for correction may be sealed and resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals. Taos Municipal Schools personnel may **at no time** assist with correction of proposals or opening of envelopes **for any reason** prior to date and time of official opening.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Schools and the Procurement Manager. During this time, the Procurement Manager may, at their option, initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Selection/Notification of Finalists

The Evaluation Committee may select, and the Procurement Manager may notify “finalist” offerors. Only finalist offerors will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the School District.

9. Contract Negotiations/Finalize Agreement

If necessary, contract negotiations may commence with the most advantageous offeror. In the event mutually agreeable terms cannot be reached within the time specified, the School District reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

10. Approval

All contracts may be subject to approval of the School Board and/or Public Education Department before award. Meeting dates are subject to change from dates specified in this RFP.

11. Contract Award

After review of any Evaluation Committee Report or recommendation and the tentative contract, the Chief Procurement Officer anticipates the Board will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Board. Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the School District, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by, Sections 13-1-172 through 13-1-176 NMSA 1978 and Taos Municipal Schools Policy. The fifteen (15) day protest period for timely offerors shall be for fifteen days following the notice of contract award. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer at:

TAOS MUNICIPAL SCHOOLS
Tanya Maestas, CPO
310 Camino De La Placita, Taos, NM 87571

13. Penalties

The Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Taos Municipal Schools Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Taos Municipal Schools. The School

District will only make contract payments to the prime contractor unless otherwise specified and allowed.

4. Subcontractors

The use of subcontractors is not allowed under this solicitation unless specified and accepted in the proposal. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the School District before any subcontractor is used during the term of this agreement. Use of subcontractors must be clearly explained in the proposal, and each must be identified by name. Substitution of subcontractors, after contract award, must receive prior written approval of the Agency.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be completely replaced a previously submitted proposal and must be clearly identified as such in the transmittal letter. School District personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including any prices proposed, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Taos Municipal Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract and or purchase order is approved and issued by the Procurement Manager and any other required approval authorities.

10. Termination

This RFP may be canceled at any time and any, and all, proposals may be rejected in whole or in part when the School District determines such action to be in the best interest of the Agency.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected 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.

12. Legal Review

Taos Municipal Schools requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between Taos Municipal Schools and the contractor will follow the format specified by the School District and contain the terms and conditions set forth in a negotiated contract unless otherwise agreed to by the Schools. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. The School District reserves the right to negotiated provisions in addition to those contained in an RFP Sample Contract (if applicable) with any offeror.

Taos Municipal Schools discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract (if applicable/included). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the School District (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require substantial proposal rewrite to correct.

Should an offeror object to any of the School District's terms and conditions as contained in this RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The School District may or may not accept the alternative language, at the School District's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions of the RFP or any Sample Contract are not acceptable to the School District and **will** lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (The RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with their proposal a complete set of any additional terms and conditions which they request are included in a contract negotiated with the School District. The School District may or may not accept the additional language, at the School District's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the School District and the selected offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with a State agency or Local

Public Body for professional services, tangible personal property, services or construction agrees to disclose whether they, or any principal of their company:

- a) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body;
- b) Have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
- c) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
- d) Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remain unsatisfied.
 - i. Taxes are considered delinquent if both of the following criteria apply:
 - (a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - (b) In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- e) Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- f) Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or

otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the State Purchasing Agent (SPA), Board or Central Purchasing Office may terminate the involved contract for cause. Still further, the SPA or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the SPA or Central Purchasing Officer.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided all the otherwise responsive proposals 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 Evaluation Committee.

21. Change in Contractor Representatives

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

22. 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 kickbacks.

23. School District Rights

The School District reserves the right to accept all or a portion of an Offeror's proposal.

24. Right to Publish

Through the duration of this procurement process and contract term, potential offerors and contractors must secure from the School District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Taos Municipal Schools. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

26. Ambiguity, Inconsistency or Errors in RFP

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

27. Confidentiality

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

28. Electronic mail address required

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

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by Taos Municipal Schools, the version maintained by the Schools shall govern.

30. Default

Taos Municipal Schools reserves the right to cancel all or any part of any orders placed under this contract without cost to the School District, if the Contractor fails to meet the provisions of this contract 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. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the School District shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

31. Conflict of Interest

The Offeror warrants by submitting a proposal that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

32. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the included Campaign Contribution Disclosure Form as a part of its proposal. This requirement applies regardless of whether a covered

contribution was made or not made. **Failure to complete and return the signed, unaltered form will result in disqualification.**

33. Preferences

The New Mexico Procurement Code provides for preference for eligible in-state businesses and veteran businesses, under certain conditions. If applicable, preference will be provided to those Offerors that have provided a valid preference certificate with their proposal. **In order for an Offeror to receive any NM preference, the Offeror must submit a copy of their preference certificate with their proposal.** The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or copy of a submitted application is not acceptable and will not qualify the Offeror for any preference. For more information, or to obtain application forms, please go to: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>.

Preference does not apply to contracts that use federal funds.

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall submit one (1) original and five (5) hardcopies of the proposal, along with one (1) "digital" version on a USB drive. All proposals shall be identical. In the event of discrepancy, the original copy will be relied upon.

C. PROPOSAL FORMAT

Ability to follow instructions and formatting is of the utmost importance to Taos Municipal Schools. Attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following format may be deemed non-responsive and rejected on that basis.

The preferred method of submission is in a 3-ring binder or otherwise bound on the left-hand margin, with each of the following sections bookmarked. The bookmarks are preferred but not required in order for the proposal to be considered responsive.

1. Letter of Transmittal Form (See Appendix)
2. Table of Contents
3. Response to Specifications/Mandatory Requirements/Scope of Work, Proposal Contents and Evaluation Criteria
4. Response to Agency Terms and Conditions (if any)
5. Offeror's Additional Terms and Conditions (if any)
6. References
7. Cost detail
8. All required Proposal Forms (See Appendices)
9. Copies of any required and desired supporting documentation and information

Within each section of the proposal, offeror should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

D. PROPOSAL CONTENTS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials, will be evaluated and awarded points accordingly. Failure to respond to a Mandatory Specification will result in disqualification of Proposal.

1. **Experience, Capability and Capacity** - Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response. Offerors shall provide a description of relevant experience with government agencies such as Taos Municipal Schools, and/or private sector businesses providing same or similar services. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge, while addressing the Scope of Work specified herein. Include information that will position your firm ahead of any competitor.
2. **Past Record of Performance** - Points will be awarded based upon an evaluation of the responses to a series of questions asked of the references concerning the quality of the Offeror's services, knowledge, expertise, flexibility, interaction, materials, the timeliness of services, responsiveness, key personnel, the level of satisfaction with the Offeror's overall performance and other factors
 - a) Offerors should provide at least (3) references from similar projects performed within the last five years. The Evaluation Committee may contact any or all references for validation of information submitted. If a reference is contacted, the Procurement Manager and the Evaluation Committee will all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the School District reserves the right to consider any and all information available to it, including information obtained or known outside of this RFP process, in its evaluation of Offeror responsibility. Offerors **shall** submit the following reference information as part of proposal:
 - i. *Client/reference name;*
 - ii. *Project or scope of work description(s);*
 - iii. *Project or work dates (starting and ending)*
 - iv. *Working environment*
 - v. *Staff assigned to reference engagement that will be designated for work per this RFP; and*
 - vi. *Client manager name, telephone number and e-mail address.*

3. Approach to Providing Services

Provide a response for proposed work and what services will look like. Include an estimated timeline for the project. Provide a response on how your solution meets the work requirements and describe the approach your company will take to complete work described and set forth in this RFP.

4. Cost

Provide a detailed breakdown of all costs associated with providing services as offered.

V. EVALUATION

A. POINT VALUES

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

FACTORS	POINTS AVAILABLE
Acknowledgement of Receipt Form	PASS/FAIL
Experience with New Mexico Public Education	PASS/FAIL
Capability and Agreement to Perform	PASS/FAIL
Conflict of Interest and Debarment/Suspension Certification Form	PASS/FAIL
Campaign Contribution Disclosure Form	PASS/FAIL
Experience and Qualifications of proposed team	20
Dedicated onsite FTE proposed	20
Demonstrated efficacy addressing help tickets and response time	10
Value add ons above RFP scope	5
Comprehensiveness of Proposal	5
Cost	40
TOTAL POINTS	100

Any proposal submitted which qualifies for NM Preference (ref. Paragraph II C 33) will be considered at either 5% or 10% higher than the final total evaluation score.

B. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation.

4. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated by an Evaluation Committee and assigned point values based on the factors in this RFP. Finalist offerors may be asked to submit revised proposals or pricing for the purpose of obtaining best and final offers. The School District may, at their discretion, choose to negotiate with the highest-ranking offeror any aspect of this RFP or the proposal submitted, prior to awarding. The responsible offeror whose proposal is deemed most advantageous to the School District, taking into consideration the evaluation factors in this RFP, may be recommended for contract award and for consideration by any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Appendices

TAOS MUNICIPAL SCHOOLS

ACKNOWLEDGEMENT OF RECEIPT FORM

RFP 2024-007: Maintenance of all District Campus Grounds/Fields

This Acknowledgement of Receipt Form should be signed and submitted by the date specified in the Sequence of Events or as soon as possible thereafter (note that submitting after the date specified in the Sequence of Events may result in missed distributions and Offerors should verify with the School District to see if any documents have been issued previously to submittal of this form.) Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX E.

ORGANIZATION OR NAME: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Submit Acknowledgement of Receipt Form to:

Procurement Manager

Tanya Maestas, Taos Municipal Schools, CPO
310 Camino De La Placita, Taos, NM 87571
or by email at: tanya.maestas@taoschools.org

PROPOSAL FORM

APPENDIX A LETTER OF TRANSMITTAL FORM

RFP 2024-007: Maintenance of all District Campus Grounds/Fields

Items #1 to 4 MUST EACH BE RESPONDED TO AND INCLUDED IN THE PROPOSAL. Failure to respond to all four items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL

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

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in "General Requirements."

- I concur that submission of our proposal constitutes acceptance of the Mandatory requirements and Evaluation Factors contained in this RFP.

-I acknowledge receipt of the following addenda to this RFP (if any):

Addendum # _____ Dated _____; Addendum # _____ Dated _____; Addendum # _____
Dated _____; Addendum# _____ Dated _____; Addendum# _____ Dated _____

_____, 2021
Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

PROPOSAL FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP 2024-007: Maintenance of all District Campus Grounds/Fields

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.

PROPOSAL FORM

“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.

“Contract” means any Agreement for the procurement of items of tangible personal property services, professional services or construction.

“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: Mark Flores, President; Whitney Goler, Vice President; Susan K Trujillo, Secretary; Cynthia Spray, Member; Pascualito Maestas, Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

PROPOSAL FORM

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)

PROPOSAL FORM

APPENDIX C

STATEMENT OF COMPLIANCE

RFP 2024-007: Maintenance of all District Campus Grounds/Fields

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of the proposal.

No Exceptions Taken.

The undersigned declares that the Proposal submitted by _____
(Name of firm) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken.**

Signature

Date

Printed Name and Title

Exceptions Taken. By signing below, the Offeror acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP. By signing below, the Offeror declares their **proposal includes a statement that identifies each item to which the Offeror is taking exception** or is recommending change to, including any suggested rewording of the contractual obligations or suggested change, and identifies the reasons for submitting the proposed exception or change. Taos Municipal Schools reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

PROPOSAL FORM

APPENDIX D

CONFLICT OF INTEREST

RFP 2024-007: Maintenance of all District Campus Grounds / Fields

Offeror/contractor represents and warrants the following:

1. No Current or Prior Conflict of Interest. The offeror/contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, contractor shall immediately inform Taos Municipal Schools in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of Taos Municipal Schools, such conflict poses a material conflict to and with the performance of Contractor's obligations, then the School District may terminate the contract immediately upon written notice to Contractor; such termination of contract shall be effective upon the receipt of such notice by Contractor.
4. If the offeror is a former employee of Taos Municipal Schools, state the date of separation/retirement here: _____ (write N/A if not applicable).
5. If the offeror is a current employee of Taos Municipal Schools, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the Taos Municipal Schools, state employee name and position held here:
_____ (write N/A if not applicable).

Signature

Date

Printed Name and Title

PROPOSAL FORM

APPENDIX E

PREFERENCE CERTIFICATION

RFP 2024-007: Maintenance of all District Campus Grounds/Fields

_____ (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification (**include a copy of the certificate with bid**)

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

SAMPLE CONTRACT

APPENDIX F



TAOS MUNICIPAL SCHOOL DISTRICT PROFESSIONAL SERVICES AGREEMENT

Contract Name:

Fund:

THIS Independent Contractor Agreement (this “Agreement”) is made by and between the Taos Municipal School District, hereinafter referred to as the “Procuring Agency” and **XXX**, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq. and Procurement Code Regulations, NMAC 1.4.1 et. seq. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico & Procuring Agency; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK.** Contractor will provide the Procuring Agency, at the Procuring Agency’s request, one or more of the following services (collectively, the “Services”):

Under the direction of the TMSD and **XXX**, the contractor shall accomplish the following activities:

Overview of Engagement

XXX

Goals of the Engagement

The goals of this engagement are to:

XXX

Process and Deliverable

Process: **XXX**

Deliverables: **XXX**

SAMPLE CONTRACT

Administration of Contracted Services:

Contractor shall provide a detailed invoices reporting of (names of attendees/ sign in, dates, location, hours, and type of service) **XXX**

- PAYMENT FOR SERVICES/TAXES.** The Procuring Agency shall pay the Contractor in full payment for \$ **XXX** rendered in the amount of \$ **XXX** associated with the delivery of services in the amount of \$ **XXX** for the remainder of the school year 2023-2024. The total cost for this support is **not to exceed \$ XXX**. Please note no property tax will be paid to the Contractor by the Procuring Agency. 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).

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 the Procuring Agency 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.

Payment of Invoices – Payment shall be made upon Acceptance of each Deliverable and upon the receipt of a detailed, certified Payment Invoice along with any back up documentation. Payment shall be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date will not be paid.

- **Estimated Total Service Agreement Amount not to exceed \$ **XXX**.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.
- TERM.** This Agreement shall not become effective until approved by the final required signatory. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **XXX, XXX** unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to

SAMPLE CONTRACT

renew the Agreement through a written amendment that is properly approved by the Procuring Agency and signed by all required signatories.

4. TERMINATION.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

5. APRROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico Public Education Department, the Taos Municipal School District Board of Education and/or the

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Federal Government for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF CONTRACTOR.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Taos Municipal School District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded to employees of Taos Municipal Schools as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Taos Municipal School District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. SUBCONTRACTING/CONSENT.

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the District School awarding any resultant contract, before any subcontractor is used during the term of this agreement.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent Contractor with respect to the Procuring Agency, and not an employee of the Procuring Agency. The Procuring Agency will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the Contractor.

9. CONFIDENTIALITY. In the event that the Contractor may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Procuring Agency, the following shall apply. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Procuring Agency, including without limitation, all financial, investment, operation, personnel, sales, marketing, managerial and statistical information of the Procuring Agency, any and all trade secrets, customer lists, or pricing information of the Procuring Agency. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential

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Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Procuring Agency all Confidential Information, whether physical or electronic, and other items that were used, created or controlled by the Contractor during the term of this Agreement.

10. **COMPLIANCE WITH STUDENT PRIVACY LAWS.** The Contractor and its administrators, counselors, employees and agents (collectively “representatives”) shall abide by all policies, procedures, regulations and laws regarding student information and records pursuant to the federal Family Educational Rights and Privacy Act (FERPA), state laws, and District Policies. In accordance with 20 U.S.C Section 1232g and 34 CFR Part 99. Contractor is performing an institutional service or function for which the Procuring Agency would otherwise use its own employees. Thus, the Contractor and/or its representatives may receive FERPA protected student information and, therefore, shall abide by FERPA as well as school district policies, procedures, regulations and State and Federal laws and regulations in its management of student information.
11. **INJURIES.** The Contractor acknowledges the Contractor’s obligation to obtain appropriate insurance coverage for the benefit of the Contractor. The Contractor waives any rights to recovery from the Procuring Agency for any injuries that the Contractor may sustain while performing services under this Agreement that are a result of the negligence of the Contractor.
12. **INDEMNIFICATION.** Contractor shall defend and indemnify Procuring Agency and its directors, officers, and employees, (collectively, “Indemnified Parties”) from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys’ fees, costs, and any applicable statutory damages) (“Claims”) which arise out of or relate to (1) death or bodily injury, (2) loss of or damage to real property resulting from any negligent act or willful misconduct of Contractor except to the extent that such Losses result from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnified Parties, or (3) Contractor’s failure to comply with the New Mexico Inspection of Public Records Act. The Procuring Agency is a political subdivision of the State of New Mexico and, as such, any liability incurred by the Procuring Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.
13. **NO RIGHT TO ACT AS AGENT.** An “employer-employee” or “principal-agent” relationship is not created merely because (1) the Procuring Agency has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Procuring Agency has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Procuring Agency and has an obligation to notify any involved parties that is it not an agent of the Procuring Agency.

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14. RECORDS AND FINANCIAL AUDIT.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration, the State Auditor, or other applicable governmental agency. Furthermore, the Contractor understands that certain records maintained by the Contractor on behalf of the Procuring Agency may be subject to public inspection pursuant to the New Mexico Inspection of Public Records Act. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

15. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions in any other writings previously executed by the parties regarding the matters contemplated shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

16. WAIVER OF BREACH. The waiver by either party of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico and any action to enforce this Agreement shall be filed in the Eight Judicial District Court, Taos County, State of New Mexico.

19. SIGNATORIES. This Agreement shall be signed by both parties. This Agreement is effective as of the date first above written.

PROCURING AGENCY:

DATE:

Taos Municipal Schools
Name of Procuring Agency

Signature of Authorized Representative

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Valerie Trujillo
Printed Name

Superintendent
Title

CONTRACTOR:

DATE:

Name of Contractor

Signature of Contractor

Address:

SCHOOL BOARD APPROVAL:
(Required for purchases over \$19,999)

DATE:

Mark Flores II
President

Signature of President