

ALAMOGORDO PUBLIC SCHOOLS REQUEST FOR PROPOSAL 007-2024 – INTEGRATED PEST MANAGEMENT COMMODITY CODES 91059, 96210, 98872

RFP ISSUE DATE	MARCH 8, 2024
DEADLINE FOR WRITTEN QUESTIONS	MARCH 22, 2024
APS RESPONSE TO WRITTEN QUESTIONS	MARCH 27, 2024
RFP DUE DATE AND TIME	APRIL 9, 2024 @ 3:00 PM
EVALUATION OF PROPOSALS	APRIL 11, 2024
INTERVIEW OF SHORTLIST (IF NECESSARY)	TBD
DATE OF AWARD	APRIL 17, 2024

PROPOSALS MUST BE RECEIVED BY THE DUE DATE AND TIME IN ORDER TO BE CONSIDERED RESPONSIVE TO THIS SOLICITATION. NO PROPOSALS WILL BE RECEIVED AND OR CONSIDERED AFTER THE DUE DATE AND TIME.

District Contact Information

Name/Title	Tony Burnett, Acting Chief Procurement Officer
Phone Number	575-812-6044
E-Mail	Tony.Burnett@alamogordoschools.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Proposers may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do <u>not</u> have the authority to respond on behalf of APS. Communications directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFP or the resulting contract(s). All responses from Alamogordo Public Schools will be provided in writing to all Proposers by addendum.

Proposers are encouraged to submit proposals electronically via Alamogordo Public Schools vendor registry portal at the link below.

APS Vendor Registry Portal

I. GENERAL INSTRUCTIONS

- 1. <u>RFP Documentation</u>: Proposers are expected to be familiar with all documents contained in this RFP to ensure Proposers proposals are in compliance with all provisions contained in this Request for Proposal. Proposers must notify Alamogordo Public Schools of any inconsistency or error in review of the RFP Documents.
- 2. SCOPE OF WORK: The District may add to or delete from the Scope of Work set forth in this RFP.
- 3. <u>Written Questions</u>: Proposers may submit written questions to offer clarity to the terms of the RFP. All questions must be submitted to the Chief Procurement Officer listed no later than the date listed in this RFP. The District will respond by addendum to the submitted written questions.
- 4. <u>Submission</u>: The Submission of a proposal constitutes that the Proposer has made all appropriate examinations, investigations and analysis and has made provision as to the cost in submitted proposal. By responding to this RFP Proposer acknowledges and agrees to the terms and conditions set forth in this RFP and by addendum. The RFP Proposer will abide by the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA, and acknowledges that the Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- 5. <u>Incurring Cost</u>: The Proposer shall bear the full burden of any cost associated with the preparation, transmittal, and/or presentation of any material, equipment, system submitted in response to this RFP.
- 6. **Proposal Firm:** Responses to this RFP including price proposals shall be considered firm for One Hundred Twenty (120) days after the response due date.
- 7. Forms and Addendums: The Proposer shall be responsible for ensuring that they are in possession of the most recent copy of this RFP including any/all addendums that have been issued. No addendum will be issued later than five calendar days prior to the due date of receipt of proposals. The only addendum that may be issued within Five (5) calendar days of the receipt of Proposals is one which withdraws the RFP or one that extends the proposal receipt due date and time. It is the responsibility of the Proposer to acknowledge all addendums in their proposal.
- 8. <u>Correction and Withdrawal of Proposal</u>: Corrections are to be initialed in ink by the individual authorized to sign the proposal on behalf of the Proposer. Proposers are permitted to withdraw their proposal any time prior to the deadline of receipt of proposals by submitting a written withdrawal request to the Chief Procurement Officer.
- 9. <u>District Discretion</u>: The Alamogordo Public School District reserves its right in its sole discretion to "waive technical irregularities in the form of the bid or proposal of the low bidder or Proposer which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered" pursuant to NMSA 1978,§13-1-132

DEFINITIONS OF TERMINOLOGY

Award of Contract: shall mean a formal written notice by the Alamogordo Public Schools that a firm has been selected to enter into a contract for services. Any Notice of Award that has not resulted in a written signed bilateral Agreement between the successful Proposer and the Alamogordo Public School District, within I month of written notice of award, shall result in the termination of negotiations and not be considered an award.

<u>Contract</u>: means a signed bilateral agreement between the APS District and a successful Proposer/contractor for the work covered by this RFP.

Contractor: means successful Proposer awarded the contract.

<u>Determination</u>: means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

<u>District</u>: for purposes of this RFP, means the Alamogordo Public Schools Governing Board and is synonymous with the terms and acronym "Owner "and "APS".

Entity: means the Owner, Alamogordo Public Schools (APS).

Proposer: is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

Owner: is Alamogordo Public Schools District.

Proposal: is the Proposer's response to this RFP.

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

Resident Business, Resident Contractor, Veteran Business, Veteran Contractor means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to NMSA 1978 § 13-1-21 and § 13-1-22.

<u>Responsible Proposer</u>: means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

<u>Responsive Offer</u> or <u>Responsive Proposal</u> means an offer or proposal, which conforms to all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

<u>Selection Committee</u>: means a body constituted in accordance with NMSA 1978 § 13-1-121 to perform the evaluation of Proposer proposal submittals.

II. SCOPE OF WORK

A. Consultation - This specification is part of a comprehensive Integrated Pest Management (IPM) program for the District listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of management practices, including structural and procedural modifications that reduce pest access, food, moisture and harborage. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention.

B. Services - The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the integrated pest management program. The primary service provided by the Contractor is the Contractor's knowledge about pests and their management. The Service provided will include annual inspections of all facilities, pest monitoring on a monthly basis, and proper identification and management of pests consistent with IPM principles.

This specification is part of a comprehensive Integrated Pest Management (IPM) program for the District. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a variety of management practices, including structural and procedural modifications that reduce pest access, food, moisture and harborage. Control products shall be placed where they are inaccessible to children, faculty, and staff.

The following pests are excluded from this contract:

- Birds, bats, snakes, and all other vertebrates other than commensal rodents.
- Subterranean termites and other wood destroying organisms.
- Mosquitoes.
- Plant-feeding pests.

Management of pests excluded from the specifications may be requested as an additional service, not included within the scope of this IPM contract.

C. Activities - The Contractor shall adequately suppress the following pests: \(\)

- Indoor populations of rodents (living or dead), insects, arachnids, and other arthropod pests not specifically excluded from the contract.
- Outdoor populations of potentially indoor-infesting species that are within the school property.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Individuals of all excluded pest populations that are incidental invaders inside the specific buildings, including winged termite swarms emerging indoors.
- Accomplish IPM throughout the Alamogordo Public School District, ultimately detecting, irradiating, deterring, removing pests whether dead or alive by means approved by New Mexico and United States Environmental Protection Agencies.

D. Tasks - Chemical method of treatment will be coordinated before any application takes place with the District, and no less than Twenty-Four (24) Hours before unless deemed an emergency by the District. The contractor will be responsible for the posting of all applicable signage throughout the buildings and provide notification to staff, contractors and the public Twenty-four (24) hours before any chemical

III. SPECIFICATIONS

Specifications are included in the Scope of Work

V. PROPOSAL FORMAT

The Proposer's proposal should follow this format:

COVER LETTER

Company/Team Information

- 1. Brief history of the Company.
- 2. Type of ownership.
- 3. Statements as to size of professional staff.
- 4. Name of partner in charge, project manager, and other key team players.
- 5. Time/Date availability of firms to perform services.
- 6. Signature and contact information for the main point of contact the district should use for this RFP

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TECHNICAL PROPOSAL MUST INCLUDE THE FOLLOWING:

- A. The technical proposal must be sealed and marked on the outside as follows, if submitting a physical copy:
- B. Table of Contents
- C. Letter of Introduction and Expression of Interest
- D. Related Experience and Qualifications, Including Experience and Credentials of Team
 - a. List and describe previous experience with the Alamogordo Public Schools.
 - b. List and describe experience with other New Mexico government, private and public entities apart from educational settings if any.
 - c. Address the items listed in the scope of work and specifications
- E. References: Provide three references or contact information for clients with relevant contractual relationship to the entity
- F. Campaign Contribution Disclosure Form completed and signed (Appendix A)
- G. Prospective Contractor Conflict of Interest Certification Form completed and signed (Appendix B)
- H. Debarment/Suspension Certification Form completed and signed (Appendix C)
- I. An electronic copy of the proposal on a flash drive (Note: Item I is only required if the Proposers proposal is being delivered in **physical format**. If Proposer uploads a proposal to Vendor Registry an electronic copy on a flash drive is not necessary.)

The Proposer can upload their submission to Vendor Registry via the link below

APS Open Solicitations

OR

The Proposer is required to submit ONE (1) original and Five (5) copies of proposal and the required supporting documentation if the Proposer's proposal is being mailed or delivered to APS District offices.

The Proposer is required to submit an <u>electronic copy</u> of the proposal on a <u>flash drive</u> if the Proposer's proposal is being mailed or delivered to APS District offices.

If the Proposer considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly mark as "PROPRIETARY" or "TRADE SECRET.

CONCLUSION

Only the District is authorized to release information about projects covered by this RFP. The Proposer must refer to the District any requests to release or inspect any information that pertains to the work or activities covered by any action or award related to this RFP.

The District reserves the right to make multiple awards pursuant to NMSA, §13-1-153

For questions regarding this Request for Proposals:

Tony Burnett, Acting Chief Procurement Officer 1211 Hawaii Ave Alamogordo, NM 88310 (575) 812-6046

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Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

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:

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"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 secause 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: (Note: List Board of Education Member(s) here) Date Contribution(s) Made: Amount(s) of Contribution(s): Nature of Contribution(s): Purpose of Contribution(s) (Attach extra pages if necessary) Signature Date Title (position --OR---NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative. Signature Date Title (position)

APPENDIX B

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating Education member of the Alamogordo Public School Dis		
Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.		
If the prospective Contractor is a New Mexico State Legislator holds a controlling interest in prospective Contractor.		
List below the name and social security number of any en or person assisting in the proposed transaction in any way School District employee within the preceding 12- month	who was an Alamogordo Public	
Certification		
The undersigned hereby certifies that he/she has read the forth in § 10-16-1 NMSA 1978 et seq. and that he/she undersigned further certifies that they lead to the prospective Contractor named below.	derstands and will comply with these	
Signature:	Title:	
Name Printed:	Date:	
Company:	City:	
Alamogordo Public Schools Appendix B	1 P a g e	

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION FORM

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any Federal or State Department Agency, or upon receipt of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature:	Date:
Title:	
Name Typed/Printed:	
Company Name:	
Address:	

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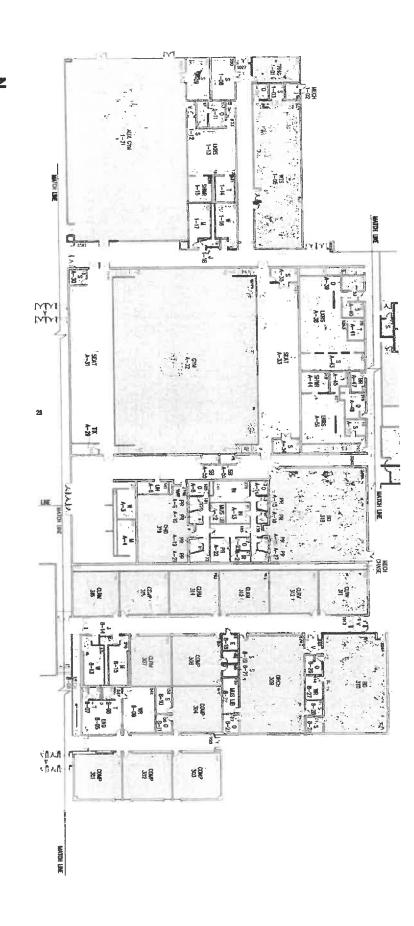
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Attachment A



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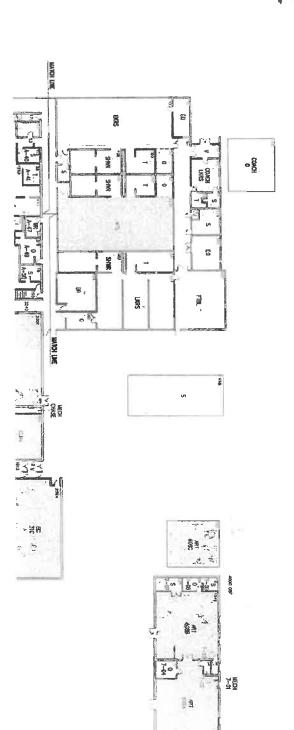
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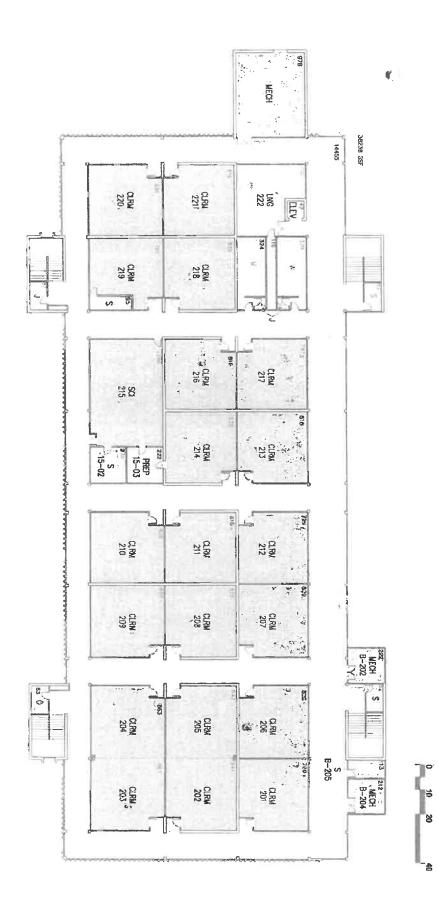
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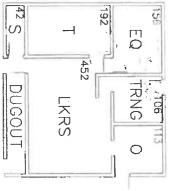
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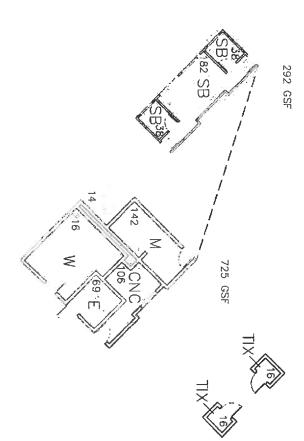
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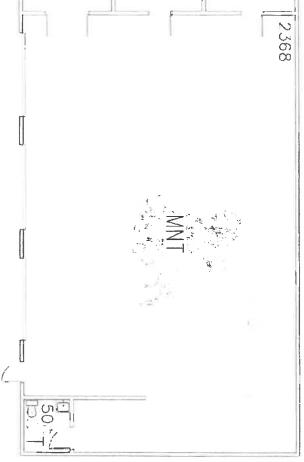
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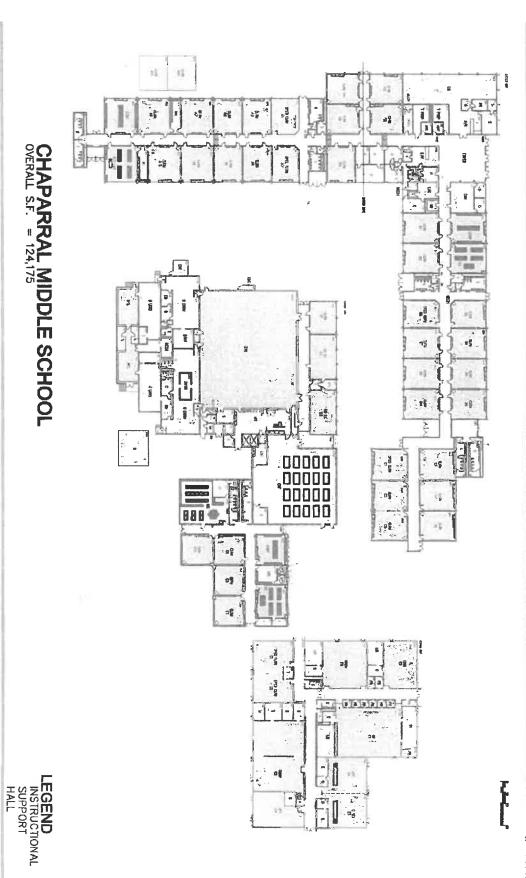
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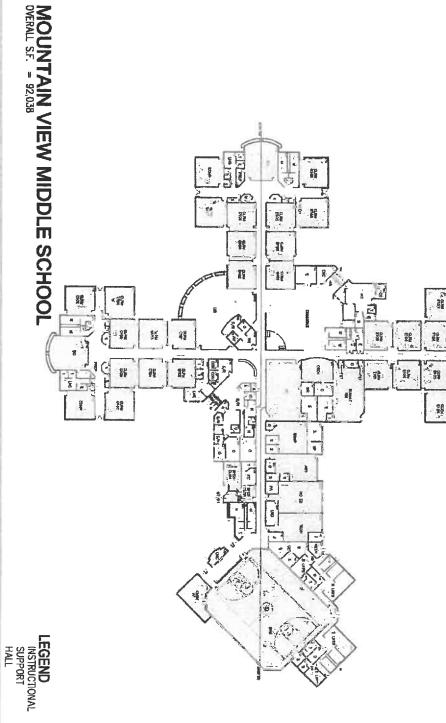
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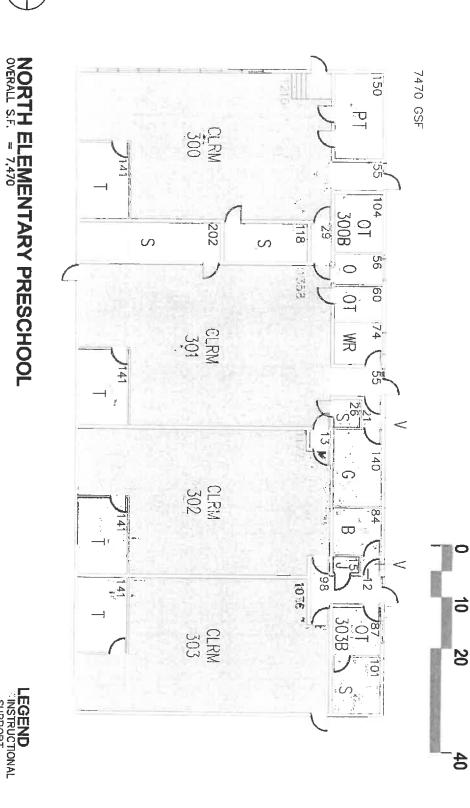
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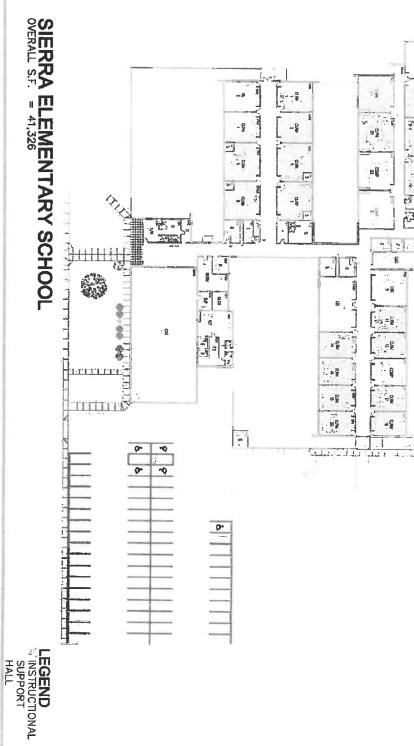
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