



REQUEST FOR QUALIFICATIONS
FOR PURCHASE AND DISPOSAL OF USED TECHNOLOGY EQUIPMENT

RFQ NO: 2023-001-HR Issued August 4, 2022

PROCUREMENT ON BEHALF OF: Los Lunas School District

CONTACT PERSON: Heather Rindels

ADDRESS: PO Drawer 1300

CITY/STATE/ZIP: Los Lunas, NM 87031

TELEPHONE: 505-866-8259

FAX: 505-866-8262

E-MAIL: hrindels@llschools.net

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Tuesday, August 30, 2022 TIME: 2:00 PM Local Time

DELIVER TO:

Los Lunas Schools

Attn: Heather Rindels

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

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

Phone Number: 505-866-8259

Email: hrindels@llschools.net

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

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

DATE: Wednesday, August 10, 2022 TIME: 10:00 AM Local Time

Join Zoom Meeting Using this Link:

<https://llschools-net.zoom.us/j/87670712330?pwd=Q2lhYVF3QlRrM1U5WHo4TlplNNnByQT09>

Meeting ID: 876 7071 2330

Passcode: TECH

Commodity Codes: 93906, 93921, 20656, 93972, 20779, 20483, 60568, 78586, 57864, 92677, 93994

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

Los Lunas School District (LLS) seeks sealed proposals from companies, properly registered and licensed to do business in the State of New Mexico, to purchase, recycle, and properly dispose of used technology equipment that has been retired by Los Lunas School District. The vendor must be R2 or E-Steward Certified.

B. SUMMARY SCOPE OF WORK (See Attachment I)

The scope of work consists of purchasing, and properly recycling and disposing of retired technology equipment utilized by approximately 15 school sites and 8 Departments as specified herein. Recycling and disposal services must comply with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry. Vendors who meet the qualifications will be given the opportunity to submit a sealed bid on retired equipment that has been approved by the Los Lunas School Board.

C. SCOPE OF PROCUREMENT

This is a Procurement being conducted by Los Lunas School District. The scope of the procurement consists of identifying one or more companies that can provide the services described herein. This procurement will result in the award of one or more service contracts. The term of the Contract(s) shall be for one (1) year beginning October 1, 2022, expiring September 30, 2023 with the option to renew for three (3) additional one-year periods. Renewal is contingent upon mutual agreement of the parties and appropriation of funding. Under no circumstances will the term of the Contract(s), including any extensions and renewals thereto, exceed four (4) years. This procurement may result in a multiple source award.

D. PROCUREMENT MANAGER

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

Heather Rindels

Los Lunas School District

Delivery Address (including proposal delivery):

119 Luna Avenue, Los Lunas, NM 87031

Mailing Address:

PO Box 1300, Los Lunas, NM 87031

Phone: (505) 866-8259

Fax: (505) 866-8262

E-mail: hrindels@llschools.net

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

E. DEFINITION OF TERMINOLOGY

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

“ANSI” means American National Standards Institute

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

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

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

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

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

“E-Steward Certification” is a company level certification based on a standard developed by the environmental community and industry members titled “e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment.” This standard encompasses ISO 14001 and R2 (Responsible Recycling) practices. The standard prohibits toxic waste from being disposed of in solid waste landfills and incinerators and requires full compliance with international hazardous waste treaties for export/import of electronics among others.

"Evaluation Committee" means a body appointed by LLS 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.

“ISO 14001” is an environmental management system that an organization can use to enhance its environmental performance.

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

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

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

"Procurement Manager" means the person or designee authorized by LLS to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

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

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

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

"R2 Certification" means Responsible Recycling and is a standard specifically created for the electronics recycling industry by Sustainable Electronics Recycling International (SERI).

"Request for Qualifications" or "RFQ" refers to the pre-qualification stage of the procurement process.

"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 this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for qualifications. Material respects of a request for qualifications include, but are not limited to, quality, and service requirements.

"School District" means Los Lunas School District.

"SERI"-means Sustainable Electronics Recycling International and is the housing body and ANSI-accredited Standards Development Organization for the R2 Standard.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the offeror in their proposal, that 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."

F. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

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

- Los Lunas Schools Purchasing Policy

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

-Federal W-9

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

-New Mexico Environment Department

<https://www.env.nm.gov/solid-waste/recycling-composting-and-diversion/>

-United States Environmental Protection Agency

<https://www.epa.gov/smm-electronics/certified-electronics-recyclers#04>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFQ contains the schedule for the procurement, describes the major procurement events and 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
1. Issue RFQ	Procurement Manager (PM)	8/4/22 (Thursday)
2. Return of “Acknowledgment of Receipt” Form for Participation List	Potential Offerors (PO)	8/10/22 (Wednesday)
3. Pre-Proposal Conference via Zoom (Non-Mandatory)	PM	8/10/22 (Wed) 10:00 AM
4. Deadline to Submit Questions	PM	8/12/22 (Friday) 4:30 PM
5. Response to Written Questions/ RFQ Amendments	PM	8/17/22 (Wed) 4:30 PM
6. Submission of Proposal	Offerors	8/30/22 (Thur) 2:00 PM
7. Proposal Evaluation	Evaluation Committee (EC)	8/31/22 (Wed)
8. Notification of Finalists (If desired)	EC	[TBD]
9. Best & Final Offer (If requested)	Offerors	[TBD]
10. Oral Presentations (If requested)	Offerors	[TBD]
11. Contract(s) Negotiations (If needed)	Tentative awardee(s)/School District	[TBD]
12. Contract(s) Award*	LL School Board*	9/20/22
13. Protest Deadline	Offerors	10/5/22

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

B. EXPLANATION OF EVENTS

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

1. Issue RFQ

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

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

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

The procurement participation list will be used to notify those that submitted the form of any written responses to questions and any RFQ amendments or other changes to the procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFQ, the potential offeror's organization name shall not appear on the participation list and the potential offeror will not be sent updated information regarding the procurement.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time via Zoom Video Conference. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

4. Deadline to submit written questions

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

5. Response to written questions/RFQ Amendments

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

6. Submission of Proposal

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

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Purchase and Disposal of Used Technology Equipment" Request For Qualifications and should reference "RFQ #2023-001-HR." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by LLS. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her 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. Notification of Finalists

[This section not applicable.]

9. Best and Final Offers

[This section not applicable.]

10. Oral Presentations

[This section not applicable.]

11. Contract Negotiations

If necessary, Contract negotiations shall commence with the most advantageous offeror(s) no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, LLS reserves the right to finalize a Contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract(s) Award

After review of the Evaluation Committee Report and the tentative Contract(s), the Purchasing Director anticipates the Los Lunas School Board will award the Contract(s) on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Director or the Los Lunas School Board.

Any Contract(s) awarded shall be awarded to the offeror(s) whose proposal is most advantageous to LLS, taking into consideration the evaluation factors set forth in this RFQ.

13. 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. The protest period lasts for fifteen (15) calendar days after an aggrieved vendor becomes aware of a fact or facts that could give rise to a protest. For counting purposes, the day a party becomes aware of what they consider to be a protestable fact is counted as day #0. The following day is counted as day #1. Such protest period ends at 4:30 PM Local Time on day #15

unless that day falls on a weekend or a holiday recognized by the School District in which case the deadline is extended until 4:30 PM the next business day.

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

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

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

C. GENERAL REQUIREMENTS

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

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFQ.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. LLS 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 RFQ, 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 Purchasing Director 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 LLS or any of their departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Director and other required approval authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The School District requires that all offerors agree to be bound by the General Requirements contained in this RFQ. 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 RFQ should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between LLS and the contractor will follow the format specified by the School District and contain the terms and conditions set forth in Appendix B, Contract. However, LLS reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFQ. The contents of this RFQ, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the School District's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language in their submitted proposal. LLS 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 are not acceptable to the School District and could 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.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with LLS. LLS 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 LLS 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 RFQ. 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. 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 that all of 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.

20. Change in Contractor Representatives

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

21. Notice

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

22. School District Rights

LLS reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from LLS 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.

24. Ownership of Proposals

All documents submitted in response to the RFQ shall become the property of LLS. 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.

25. Ambiguity, Inconsistency or Errors in RFQ

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

26. Competition

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

27. Confidentiality

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

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 RFQ

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit only one (1) response to this RFQ.

B. NUMBER OF COPIES

Offerors shall deliver one (1) hard copy of the original proposal, one (1) electronic copy on a USB flash drive, and three (3) identical hard copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures. For this procurement, we expect receipt of four (4) binders and one (1) flash drive .

C. PROPOSAL FORMAT

1. Proposal Construction

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below.

- A. Letter of Transmittal Form (See Appendix D)
Must be completed, signed and turned in with Offeror’s proposal
- B. Table of Contents
- C. Mandatory Requirements (Page 16-17)
 - 1. General Performance Requirements
 - 2. Certificate of Liability Insurance
 - 3. Campaign Contribution Disclosure Form (See Appendix E)
 - 4. NM Business License
 - 5. Proof of Sam.Gov Registration
 - 6. Proof of R2 and/or E-Steward Certification
 - 7. Conflict of Interest and Debarment Form
 - 8. Capability and Agreement to Perform
 - 9. Certification Regarding Lobbying
- D. Response to Desirable Requirements (See page 17)
- E. Response to Agency Terms and Conditions (if any)
- F. Offeror's Additional Terms and Conditions (if any)

*See Sections IV.A.2 and IV.A.3, below.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFQ. Any forms provided in the RFQ 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.

A proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

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

2. Resident Business Preference

Not Applicable due to NMSA 13-1-21.J.

3. Resident Veteran Business Preference

Not Applicable due to NMSA 13-1-21.J.

4. Response to Requirements

Each mandatory requirement in Sections IV.C.1 through IV.C.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the offeror's proposal. Responses to desirable requirements in Sections IV.D.1 through IV.D.2, below, are optional. However, failure to respond to a desirable requirement will result in receiving a score of zero (0) for that desirable requirement.

B. [RESERVED]

(This section not used.)

C. MANDATORY REQUIREMENTS

1. **Letter of Transmittal Form** (0 Points – Pass/Fail Only)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. **General Performance Requirements** (0 Points – Pass/Fail Only)

Offeror must agree to provide the services specified herein.

A statement of concurrence is required.

3. **Insurance** (0 Points – Pass/Fail Only)

Offeror must agree to provide, and agree to maintain during the life of the Contract, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate

Motor Vehicle Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate

Any insurance that is required does not limit the Vendor's obligation to indemnify the procuring agency for a claim above that amount.

A statement of concurrence is required.

4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected officials within Los Lunas Schools are President Tina Garcia; Vice-President P. David Vickers; Secretary Bruce Bennett; Members Bryan Smith and Eloy Giron.)

5. State of New Mexico Business License (0 Points – Pass/Fail Only)

Offeror must be licensed and registered to do business in the State of New Mexico.

6. Proof of Sam.Gov Registration (0 Points – Pass/Fail Only)

Provide proof of registration on Sam.Gov. This is a federal funds requirement.

7. Proof of R2 and/or E-Steward Certification (0 Points – Pass/Fail Only)

Offeror must provide proof of R2 and/or E-Steward Certification to comply with environmentally sound recycling and disposal requirements.

8. Conflict of Interest and Debarment Form (0 Points – Pass/Fail Only)

Offeror must complete and sign Appendix F, Conflict of Interest and Debarment Form. This form must be submitted with your proposal. This is a federal funds requirement.

9. Capability and Agreement to Perform (0 Points – Pass/Fail Only)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFQ and agrees to perform the Scope of Work as specified in the Contract at Appendix B.

A statement of concurrence is required.

10. Certification Regarding Lobbying (0 Points – Pass/Fail Only)

Offeror must sign and submit the Certification Regarding Lobbying Form at Attachment III. This is a federal funds requirement.

D. DESIRABLE REQUIREMENTS

1. Past Performance and Background (50 Points Possible)

Include a brief description of the company, organization of key personnel to include decision-makers and person(s) responsible for performance of the contract; describe location of facilities in proximity to LLS. Include the full name of your company, address, city, state and zip code, telephone and fax number and an email address of the person responsible for the RFQ.

2. Data Destruction Services Provided (50 Points Possible)

Describe the process for the destruction of data from devices and how the company provides certification of that destruction to LLS.

3. Additional Services Provided (50 Points Possible)

Describe any other services the company provides.

4. Past Government Projects (50 Points Possible)

Describe past projects with government entities.

TOTAL POSSIBLE POINTS = 200

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	General Performance Requirements	0*
IV.C.3	Insurance	0*
IV.C.4	Campaign Contribution Disclosure Form	0*
IV.C.5	State of NM Business License	0*
IV.C.6	Proof of Sam.Gov Registration	0*
IV.C.7	Proof of R2 and/or E-Steward Certification	0*
IV.C.8	Conflict of Interest and Debarment Form	0*
IV.C.9	Capability and Agreement to Perform	0*
IV.C.10	Certification Regarding Lobbying	0*
IV.D.1	Past Performance	50
IV.D.2	Data Destruction Services Provided	50
IV.D.3	Additional Services Provided	50
IV.D.4	Past Government Projects	50
TOTAL		200
	*Pass/Fail Only	

B. EVALUATION FACTORS

LLS intent is to award the contract to the offeror(s) who can provide the solution that meets or exceeds the scope of work of this Request for Qualifications. Each proposal will be reviewed for completeness and compliance of the established scope of work and instructions specified in this RFQ. If fewer than three proposals are received in any one geographical area, the Evaluation Committee may recommend an award or reissue the RFQ.

LLS will select a committee for the purposes of proposal evaluation that will be comprised of representatives from participating departments. The committee may conduct additional interviews or ask for final presentations. Clarifications of information submitted may be asked for during the evaluation period. The selection of the successful offeror(s) will be based upon the evaluation factors found in V.C.1 through V.D.4, below, as indicated.

C. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points – Pass/Fail Only)
2. General Performance Requirements (0 Points – Pass/Fail Only)
3. Insurance (0 Points – Pass/Fail Only)

4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)
5. State of NM Business License (0 Points – Pass/Fail Only)
6. Proof of Sam.Gov Registration (0 Points – Pass/Fail Only)
7. Proof of R2 and/or E-Steward Certification (0 Points – Pass/Fail Only)
8. Conflict of Interest and Debarment Form (0 Points – Pass/Fail Only)
9. Capability and Agreement to Perform (0 Points – Pass/Fail Only)
10. Certification Regarding Lobbying (0 Points – Pass/Fail Only)

D. DESIRABLE REQUIREMENTS

1. Past Performance (50 Points)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of successful past performance.

2. Data Destruction Services Provided (50 Points)

Points will be awarded based on the thoroughness and strength of the response including the description of the process.

3. Additional Services Provided (50 Points)

Points will be awarded based on the thoroughness and strength of the response.

4. Past Government Projects (50 Points)

Points will be awarded based on the experience and description of past projects with government entities.

E. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFQ. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration. (Except see Section II.C.19)

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Resident Preferences

Not Applicable as per NMSA 13-1-21.J.

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Note that competing proposals **WILL BE COMPARED** for scoring purposes. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror(s) whose proposal is most advantageous to LLS, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Director, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Qualifications

FOR PURCHASE AND DISPOSAL OF USED TECHNOLOGY EQUIPMENT

Los Lunas School District RFQ #2023-001-HR

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than August 10, 2022.

The firm listed below does/does not (circle one) intend to respond to this Request for Qualifications.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

E-MAIL ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Please return to:

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

APPENDIX B

GENERAL SERVICES CONTRACT

Los Lunas School District

CONTRACT #2023-001-HR

This agreement made and entered into this _____ day of _____, 20____ by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and _____ hereto referred to as "Contractor".

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. **Scope of Work:** (See Attachment I)

A. General Information: The contractor will provide purchase and disposal of used technology equipment as requested by LLS on an as-needed basis.

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

3. **Compensation:**

A. LLS will not directly pay the contractor for services rendered on an as-needed basis for the 2022/2023 fiscal year. Services will be provided in exchange for equipment received as agreed in disposal bid process. Contractor shall secure all licenses, permits, fees, etc., as required for the performance of this work

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

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

D. All reproductions shall become the property of LLS.

4. **Taxes:**

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

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

contractor's federal and state tax identification number(s).

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

5. **Term**: The term of this Contract shall be for one (1) year beginning October 1, 2022, expiring September 30, 2023, with the option to renew, on an annual basis, for up to three (3) additional one-year terms. Under no circumstances will the term of the Contract, including any extensions and renewals thereto, exceed four (4) years.

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

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

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

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

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

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

12. **Indemnification**: The contractor shall hold harmless and indemnify LLS against all civil actions, suits, demands, losses or expenses, including attorney fees, which

may be threatened or incurred at any time by reason out of contractor's services provided pursuant to this agreement.

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

14. **Scope of Agreement:** This agreement incorporates Appendix B Contract, Appendix D Letter of Transmittal Form, Appendix E Campaign Contribution Disclosure Form, RFQ 2023-001-HR, RFQ amendments and vendor's RFQ response.

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

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

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

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

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

• Comprehensive General Liability: The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.

• Workers' Compensation Insurance: The contractor shall provide for its employees workers' compensation insurance as applicable under the New Mexico Workers' Compensation Act.

• Increased Limits: If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.

By signing this agreement the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore all terms and conditions spelled out in the original Request for Proposal RFQ 2023-001-HR, dated July 7, 2022 are hereby incorporated as a part of this contract. No prior agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in the agreement.

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

By: Michelle Romero _____
Director of Purchasing Date
Los Lunas Schools
PO Box 1300
Los Lunas, NM 87031
Phone: 865-9636 Fax: 866-8262

By: Contractor: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

Phone: _____ Fax:) _____

Email: _____

Federal Tax ID#: _____

Attachment I

Scope of Work

1. Awarded vendors will be given the opportunity to submit a bid on used technology equipment after the equipment has gone through the official retirement and disposal process as required by the State of New Mexico.
2. LLS will request bids from awarded vendors on an as-needed basis.
3. Awarded vendors must be registered with LLS on Vendor Registry to receive bid notifications.
4. Bid Forms will vary depending on the type of equipment that has been retired.
5. Once bids are requested by LLS and submitted by the awarded vendors, the highest bidder (vendor) will be notified and must submit payment to LLS within seven (7) business days of notification of bid acceptance.
6. The highest bid will be based on the lowest rated category. That amount will be used as the initial payment and deposit from the vendor to LLS to arrange pick-up and evaluate equipment.
7. LLS will not refund the initial payment/deposit. If the equipment rates higher than the lowest rated category, it will be the vendor's responsibility to remit payment accordingly as per bid prices listed for each applicable category.
8. The vendor must remove assets from LLS within thirty (30) calendar days of notification of bid acceptance. If an issue arises and the vendor is not able to remove the assets within this time frame, the equipment will go to the next highest bidder.
9. The vendor will be responsible for Packing and/or Repacking equipment to be shipped.
10. The vendor will be responsible for all transportation and shipping costs required to remove assets from LLS property.
11. The vendor will schedule equipment pick-up through a LLS designee.
12. The vendor will have 90 days to evaluate and categorize equipment to determine the actual equipment assessment rating. Based on the actual equipment assessment rating, the vendor will send a payment for the remaining balance based on the price that was submitted for the applicable categories on the bid form.
13. The vendor will be responsible for the destruction of all data and/or media from Solid State Drives, Hard Drives, and/or any media retention device that would be recycled, refurbished, or re-used.
14. The vendor will abide by R2 and/or E-Steward Certification requirements.
15. The vendor must submit certification of destruction to LLS designee.

Attachment II

Additional Terms and Conditions For Compliance with 2 C.F.R. Part 200, Appendix II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs, and litigation expenses, as applicable.

2. DAVIS-BACON ACT

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

A. *Contractor.* The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. *Subcontractor.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

A. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 1 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with w C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. IN compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. BYRD ANTI-LOBBYING AMENDMENT *See Attachment III

Contractor must sign and submit to the Owner Attachment III-CERTIFICATION REGARDING LOBBYING

Attachment III

**44 C.F.R. PART 18
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certifications is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

APPENDIX C

(Not Applicable-Continue to Appendix D)

APPENDIX D

LETTER OF TRANSMITTAL FORM

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

4. For the person to be contacted for clarifications:

Name: _____ **Title:** _____

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFQ.
- I acknowledge receipt of any and all amendments to this RFQ.

_____, 2022

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

APPENDIX E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

Tina Garcia	Board President
P. David Vickers	Board Vice President
Bruce Bennett	Board Secretary
Bryan Smith	Board Member
Eloy Giron	Board Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature: _____ Date: _____

Title (position): _____

--OR--

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

Signature: _____ Date: _____

Title (position): _____

APPENDIX F

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term “Offeror” shall mean that entity submitting a proposal, bid, or quote to Los Lunas Schools in response to the above referenced request.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

no employee or board member of Los Lunas Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Los Lunas Schools employee, board member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Offeror, please identify the Legislator: _____ . List below the name(s) or any Los Lunas Schools employee, board member or close relative who now or within the preceding 24 months as per NMSA 13-1-191.1 (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of the Offeror’s stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. **The Offeror agrees to provide proof of registration on Sam.Gov** and provide immediate notice to Los Lunas Schools’ Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, 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.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above **CONFLICT OF INTEREST** and **DEBARMENT/SUSPENSION** status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____ Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____