

**State of New Mexico  
Public School Facilities Authority**



**Las Cruces Public Schools**

**REQUEST FOR PROPOSALS (RFP)**

**FACILITIES MASTER PLAN (FMP)**

RFP No. 17-18-03P

Release Date: Wednesday, January 24<sup>th</sup>, 2018

Commodity Code Number(s): 90666, 90607, 90652, 90927, 90966 92471, 92537

---

**DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:**

**Wednesday, February 14<sup>th</sup>, 2018 @ 2:00 p.m.**

---

**Purchasing Department  
505 S. Main Street, Suite 249  
Las Cruces, New Mexico 88001**

---

**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**

**PRE-PROPOSAL CONFERENCE MAY/SHALL BE HELD AS FOLLOWS:**

**DATE: Not Applicable**

<b><u>I. INTRODUCTION</u></b>	<b>1</b>
A. <u>PURPOSE OF THIS REQUEST FOR PROPOSALS</u>	1
B. <u>INFORMATION</u>	1
C. <u>SCOPE OF PROCUREMENT/WORK</u>	2
C.1. <u>STANDARD, QUALIFICATIONS &amp; REQUIREMENTS</u>	2
D. <u>DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS</u>	3
E. <u>PROCUREMENT MANAGER &amp; PROTEST MANAGER</u>	3
F. <u>PROCUREMENT LIBRARY</u>	3
A. <u>SEQUENCE OF EVENTS</u>	4
B. <u>EXPLANATION OF EVENTS</u>	5
1. <u>Issuance of RFP</u>	5
2. <u>Pre-Proposal Conference RSVP (if Mandatory)</u>	5
3. <u>Pre-Proposal Conference</u>	5
4. <u>Intent to Respond to RFP</u>	5
5. <u>Deadline to Submit Written Questions</u>	5
6. <u>Response to Written Questions/RFP Amendments</u>	6
7. <u>Submission of Proposals</u>	6
8. <u>Proposals Screened &amp; Distributed to Committee</u>	6
9. <u>Selection of Finalists</u>	7
10. <u>Interviews with Finalists, If Applicable/Held</u>	7
11. <u>Final Evaluation Review/Recommendation for Award</u>	7
13. <u>Protest Deadline</u>	8
C. <u>GENERAL REQUIREMENTS</u>	8
1. <u>Acceptance of Conditions Governing the Procurement</u>	8
2. <u>Incurring Cost</u>	8
3. <u>Prime Contractor Responsibility</u>	9
4. <u>Subcontractors/Consent</u>	9
5. <u>Amended Proposals</u>	9
6. <u>Offeror's Rights to Withdraw Proposal</u>	9
7. <u>Proposal Offer Firm</u>	9
8. <u>Disclosure of Proposal Contents</u>	9
9. <u>No Obligation</u>	10
10. <u>Termination</u>	10
11. <u>Sufficient Appropriation</u>	10
12. <u>Legal Review</u>	10
13. <u>Governing Law</u>	10
14. <u>Basis for Proposal</u>	11
15. <u>Contract Terms and Conditions</u>	11
16. <u>Offeror's Terms and Conditions</u>	12
17. <u>Contract Deviations</u>	12
18. <u>Offeror Qualifications</u>	12
19. <u>Right to Waive Minor Irregularities</u>	12
20. <u>Change in Contractor Representatives</u>	12
21. <u>Notice of Penalties</u>	12
22. <u>District Rights</u>	12
23. <u>Cost Adjustments</u>	13
24. <u>Right to Publish</u>	13
25. <u>Ownership of Proposals</u>	13

26.	<u>Indemnification</u>	13
27.	<u>Confidentiality</u>	13
28.	<u>Internet Access &amp; E-mail address required</u>	14
29.	<u>Use of Electronic Versions of this RFP</u>	14
30.	<u>New Mexico Employees Health Coverage</u>	14
31.	<u>Campaign Contribution Disclosure Form</u>	14
32.	<u>Pay Equity Reporting Requirements</u>	14
33.	<u>Disclosure Regarding Responsibility</u>	15
34.	<u>New Mexico Preferences</u>	17
<b>III.</b>	<b><u>RESPONSE FORMAT AND ORGANIZATION</u></b>	<b>18</b>
A.	<u>NUMBER OF RESPONSES</u>	18
B.	<u>NUMBER OF COPIES</u>	18
1.	<u>Hard Copy Responses</u>	18
C.	<u>PROPOSAL FORMAT</u>	18
1.	<u>Proposal Content and Organization</u>	19
b.	<u>Table of Contents</u>	20
c.	<u>Proposal Summary – Introduction (optional)</u>	20
d.	<u>Corporate Information/Experience</u>	20
	<u>Organizational/Corporate Experience</u>	20
	<u>Organizational References (Minimum of 3 References)</u>	20
	<u>Key Personnel/Resumes</u>	20
	<u>Financial Stability (Financial information considered confidential may be placed in a <b>Confidential Information</b> binder)</u>	20
e.	<u>Technical Approach</u>	20
f.	<u>Management Approach</u>	20
g.	<u>Project Performance History</u>	20
<b>IV.</b>	<b><u>SPECIFICATIONS</u></b>	<b>23</b>
A.	<u>SCOPE OF WORK/ TECHNICAL SPECIFICATIONS</u>	23
1.	<u>Organizational Experience</u>	23
2.	<u>Organizational References</u>	23
3.	<u>Oral Presentation (Evaluation Optional Requirement)</u>	24
B.	<u>BUSINESS SPECIFICATIONS</u>	24
1.	<u>Financial Stability</u>	24
2.	<u>Performance/Payment Surety Bond</u>	24
3.	<u>Letter of Transmittal Form</u>	24
4.	<u>Campaign Contribution Disclosure Form</u>	24
5.	<u>Cost</u>	24
6.	<u>Resident Business or Resident Veterans Preference</u>	25
C.	<u>INSURANCE REQUIREMENTS</u>	25
<b>V.</b>	<b><u>EVALUATION</u></b>	<b>26</b>
A.	<u>EVALUATION POINT SUMMARY</u>	26
B.	<u>EVALUATION FACTORS</u>	26
1.	<u>Organizational Experience</u>	26
2.	<u>Organizational/ Project Performance References (See Table 1)</u>	27
3.	<u>Oral Presentation (If Applicable) (See Table 1)</u>	27
4.	<u>Mandatory Specifications</u>	27

5.	<u>Desirable Specifications</u>	27
6.	<u>Financial Stability</u>	27
7.	<u>Letter of Transmittal</u>	28
8.	<u>Campaign Contribution Disclosure Form</u>	28
10.	<u>Cost</u>	28
C.	<u>EVALUATION PROCESS</u>	28
	<b><u>ATTACHMENTS</u></b>	<b>30</b>
	<u>ATTACHMENT A</u>	31
	<u>INTENT TO RESPOND TO RFP FORM</u>	31
	<u>ATTACHMENT B (MANDATORY)</u>	32
	<u>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</u>	32
	<u>ATTACHMENT C</u>	35
	<u>ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS</u>	35
	<u>ATTACHMENT D</u>	36
	<u>CONFLICT OF INTEREST</u>	36
	<u>ATTACHMENT E</u>	37
	<u>FEDERAL DEBARMENT CERTIFICATION</u>	37
	<b><u>EXHIBIT A</u></b>	<b>38</b>
	<b><u>EXHIBIT B</u></b>	<b>42</b>

## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive procurement for the Las Cruces School District (herein-after referred to as "District").

The intent of this RFP is to obtain quotes and proposals from qualified and experienced Contractors to provide services necessary for the development of a Facilities Master Plan (FMP) with specific services as described in the contents of this RFP. Any contract execution that may arise from this RFP shall be subject to all applicable New Mexico Statutory requirements. *(The terms "Consultant", "Contractor", and "Offeror" are herein-after used interchangeably and shall be deemed synonymous).*

The District will lead this procurement process with advisement and assistance of its partner referred to as the Public School Facilities Authority (PSFA).

Statute requires the District to have a five-year FMP in place to be eligible for Public School Capital Outlay (PSCOC) funding. The time line for completion and acceptance of the District's FMP are critical to their eligibility and to the yearly funding cycles. The successful Offeror(s) shall perform the work described in this RFP.

The selected offerors shall be willing and capable of providing the requested and required service, both stated and reasonably inferable, that are necessary to fulfill and complete all work in accordance with the standards, specifications, and requirements contained in this RFP, any resulting contract/agreement, and all applicable laws and regulations.

### **B. INFORMATION**

The Public School Capital Outlay Council has appropriated funding to assist various New Mexico school districts with the preparation of a five-year facility master plan. School Districts in the State of New Mexico cannot apply for assistance for their capital outlay programs unless they have a current facility master plan on file with the Public School Facilities Authority.

Successful Offeror shall assist the District with the development, preparation, and/or update of a five-year facilities master plan, hereinafter referred to as the FMP. The FMP shall be in accordance with the Public School Capital Outlay Council (PSCOC) and Public School Facilities Authority's (PSFA) most current School District Facilities Master Plan Components and Guidance Manual.

The successful Offeror shall review and compare all data collected with the PSFA Facilities Assessment Database (FAD). The FMP shall provide a strategy for bringing all facilities up to an equitable level of health and safety, utilization and capacity for growth as well as maintenance/renewal of existing facilities, and accommodate district facility changes due to educational programs, equipment upgrades and changing technologies. All facilities shall be physically inspected prior to the development of the five-year FMP and shall be compared against the established adequacy standards and APG Planning Reference Guidelines for future and desired facilities, for current condition of existing facilities and/or comparison to FAD to ensure consistency and to correct the data.

### **C. SCOPE OF PROCUREMENT/WORK**

The successful Offeror will be expected to and required to provide a five (5) year master plan that reflects the State of New Mexico PSFA requirements contained in this RFP.

It is estimated and intended that an award of an Agreement under this RFP will occur in or about the month of **March 2018** following the issuance of this RFP.

The proposed work consists of the selected Offeror paying for all required work, furnishing all labor/manpower, professional services, materials, supplies, appropriate equipment, transportation, fees, permits, taxes, supervision, and administration necessary to perform and complete any and all work/services, awarded in accordance with the specification and requirements contained in this RFP and the Facility Master Plan Checklist (Form #MJ01-92017) inclusive of all elements of, but not limited to, the following criteria/specifications/requirements to develop a complete Facility Master Plan:

- 1.0 Facility Goals/Process**
- 2.0 Existing and Projected Conditions**
- 3.0 Capital Improvement Plan**
- 4.0 Support Materials**
- 5.0 ADA Transition Plan\***

All subordinate components of the above listed items (1.0 through 4.0), of Facility Master Plan Checklist (Form #MJ01-92017) are incorporated herein and made a part of this RFP, as if set-forth herein verbatim, by way of this reference. Component 5.0 is added to the checklist to incorporate ADA regulation requirements to establish an ADA Transition Plan. This component must identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities.

**\*Note:** Work related to ADA requirement shall be fully funded by the School District unless otherwise support through other means.

#### **C.1. STANDARD, QUALIFICATIONS & REQUIREMENTS**

The minimum qualifications of the Offeror(s) as applicable for the services to be provided from this RFP process are generally described as follows:

Contractor shall have an established and proven ability to provide and ensure:

- a. All work shall be performed by qualified personnel (*qualified by applicable education and, but not limited, to experience in planning, architecture, demographics, technical writing skills and community meetings*) that have current and valid professional certifications/licenses.
- b. All personnel shall maintain the necessary and required certifications/licenses specific to the services provided, in accordance with all applicable Industry standard requirements, Federal, NM State, and local rules, regulations and laws,
- c. All services shall be provided under the supervision of an experienced and qualified professional(s).
- d. All reports must bear technical certifications when appropriate.
- e. All personnel who visit a public school/district site for installation or services must have proof of passing a designated, applicable State/School District Background

Investigation/ Fingerprint Check in accordance with NMSA 22-10A-5 (*When applicable*).

#### **D. DEFINITIONS OF TERMINOLOGY - COMMON AND TECHNICAL USAGE OF WORDS**

The definition of terminology, common and technical words used in this document is governed by and defined in PSFA Form# Con1-2017 (Version 2.0) DEFINITION OF TERMINOLOGY located at: <http://www.nmpsfa.org/admin/admin.htm>.

#### **E. PROCUREMENT MANAGER & PROTEST MANAGER**

1. Las Cruces Public Schools has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, address, and e-mail address are listed below:

Name: Will A. Manning, CPO/CPPO  
Address: Las Cruces Public Schools  
505 S. Main Street, Ste. 249

Telephone: (575) 527-5846  
Fax: (575) 527-6619  
Email: [wmanning@lcps.net](mailto:wmanning@lcps.net)

2. **Any inquiries or requests** regarding this procurement shall be submitted, in writing, to the **Procurement Manager**. Offerors may contact **ONLY** the Procurement Manager regarding this procurement.
3. The **Protest Manager** for this procurement shall be Will A. Manning, who is the Certified Chief Procurement Officer (CPO) of Las Cruces Public Schools whose contact information is located on the State of New Mexico General Services/Procurement Department website at:  
<http://www.generalservices.state.nm.us/statepurchasing/chief-procurement-officer-list.aspx>
4. **Protests of the solicitation or award must be delivered by certified/tracked mail via a common carrier such as UPS or FedEx, or the USPS to the Protest Manager. Faxed or e-mailed protests will not be accepted.**
5. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Emailed protests will not be considered as properly submitted.

#### **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. As a service to the potential Offerors, the Procurement Manager will

make copies of those documents that are not available on-line. The library contains information listed below:

The library contains the information listed below:

**Procurement Regulations, 1.4.1 NMAC**

• **Guidelines to the New Mexico Public School Adequacy Standards, etc.**

- NMAC 6.27.30 Statewide Adequacy Standards
- NMAC Rules – Public School Capital Outlay Council
- Master Facility Plan
- Public School Capital Outlay Council Awards

Copies may be obtained from the following website: [www.nmpsfa.org](http://www.nmpsfa.org)

A copy of the RFP may be obtained from the LCPS Vendor Registry website using the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration> or the LCPS Purchasing webpage at: <http://lcps.k12.nm.us/departments/finance/purchasing/bidsrfp/>.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

	<b><u>Action</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
1.	Issue RFP	LCPS	01/24/2018
2.	Pre-Proposal Conference RSVP	N/A	
3.	Pre-Proposal Conference ( <input checked="" type="checkbox"/> Non-mandatory <input type="checkbox"/> Mandatory)	N/A	
4.	Intent to Respond to RFP	OFFEROR	01/30/2018
5.	Deadline to Submit Written Questions	OFFEROR	02/05/2018
6.	Response to Written Questions/RFP Amendments	Procurement Manager	02/07/2018
7.	Submission of Proposal	OFFEROR	02/14/2018
8.	Proposal Screened & Distribution to Committee	Procurement Manager /EVAL CMTE	02/16/2018
9.	Selection of Finalists	EVAL CMTE	TBD
10.	Interviews with Finalists, if held	EVAL CMTE	TBD
11.	Final Evaluation Review/Recommendation of Award	Procurement Manager /EVAL CMTE	02/20/2018
12.	Contract Negotiations	EVAL CMTE	TBD
13.	Protest of Award Deadline		+15 Days Post Award



## B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

### 1. Issuance of RFP

This RFP is issued on behalf of the Las Cruces Public Schools on Wednesday, January 24<sup>st</sup>, 2018.

### 2. Pre-Proposal Conference RSVP (if Mandatory)

If Conference is Mandatory, Potential Offerors shall hand deliver or email, return by delivery receipt email or USPS registered or certified mail, to have their organization placed on the procurement distribution list, a letter affirming the intent to attend. The letter shall be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by 3:00 pm MST or MDT on <Enter date>.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### 3. Pre-Proposal Conference

A Pre-proposal Conference may be held on the day and time shown on the table above at the address shown below. Contact the Procurement Manager for directions.

Location Name: \_\_\_\_\_  
Room: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

### 4. Intent to Respond to RFP

Potential Offerors must provide written notice on Attachment A "Intent to Respond to RFP" in order to have their organization placed on the procurement distribution list. The notice shall be signed by an authorized representative of the organization, dated, and returned by close of business by the date shown on the table above to the Procurement Manager.

The Procurement Distribution List will be used for the distribution of written responses to questions and any RFP amendments. Failure to provide notice of your organization's "Intent to Respond to RFP" shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the Distribution List.

### 5. Deadline to Submit Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date shown on the table above. For expediency, all written questions must be submitted to the Procurement Manager via electronic means using a valid email address.

## 6. Response to Written Questions/RFP Amendments

Responses to written questions and any RFP amendments will be distributed on the date and time shown on the table above to all potential Offerors whose organization name appears on the procurement Distribution List. Responses shall be provided to all recipients in Amendment form who has returned their "Intent to Respond to RFP" as required by this RFP. Amendments shall be posted on the District's webpage at: <http://lcps.k12.nm.us/departments/finance/purchasing/bidsrfp/> and it's Vendor Registry webpage at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/las-cruces-public-school-district-purchasing-nm-vendor-registration>. Prospective contractors must registry to access the RPF and related documents.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than the date indicated in the schedule. No further questions will be entertained after this date.

Any modifications to this Request for Proposals shall be made by the Procurement Manager via written addendum with copies sent to all firms on the procurement Distribution List. Only written e-communications shall be entertained with a response in amendment from.

## 7. Submission of Proposals

Proposal shall be delivered at the date and time stated in the RFP Schedule, to the location stated herein. Your proposal may be hand-delivered, delivered by a common carrier such as UPS or FedEx, or the USPS. Faxed or e-mailed proposals will not be accepted. Regardless of the method you choose to deliver your proposal, late proposals will not be accepted under any circumstances. It is the Offeror's responsibility to ensure that the proposal is delivered to the correct location at the appointed time. Your Proposal shall be sealed in an envelope or box and shall be clearly identifiable on the outside of the envelope or box as to its contents.

Mark the outside of the envelope or box as follows:

"RFP # **17-18-03P** DUE ON: **Wednesday, February 14<sup>th</sup>, 2018** AT 2:00 PM MST/MDT

Deliver Proposal to:

ATTN: LCPS Purchasing Department  
c/o: Will A. Manning, CPO/CPPO  
Address: 505 South Main Street, Suite 249  
City/State/Zip: Las Cruces, New Mexico 88001  
Phone: (575) 527-5846

## 8. Proposals Screened & Distributed to Committee

The evaluation of proposals will be performed by an Evaluation Committee, whose members are selected/appointed by the Procurement Manager. The Committee will be comprised of a minimum of three (3) but not more than five (5) members.

The Procurement Manager will review each proposal package to determine that all Mandatory requirements for submittal have been met. The unopened Cost Proposal

packages shall be separated from the Technical Proposals and locked away for evaluation after the Technical Proposals have been scored and ranked.

The evaluation process will commence on the date and time shown in the table above. During the process, the Procurement Manager may, at her/his option, initiate discussions with Offeror(s) who submit responsive or potentially responsive proposals for clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Each Evaluation Committee Member, prior to any discussion or meeting as a group regarding the submitted proposals, will individually/independently evaluate the Technical Proposals, and submit their individual completed Initial Proposals Evaluation Sheets to the Procurement Manager for an initial ranking/scoring of the Offerors. After the initial ranking is completed, the Procurement Manager will convene the Committee as a group to collaboratively evaluate the Offerors Technical Proposals and submit their individual Final Proposals Evaluation Sheets to the Procurement Manager.

After the Final Technical Scoring/Ranking is completed by the Procurement Manager, the Cost Proposals will then be opened and evaluated, scored, and ranked. The rank of the Technical Proposal will be added to the rank of the Cost Proposal to determine the short list of Offerors (Finalist) to be interviewed, *ONLY* if there is not an apparent clear winner. *The District reserves the right to hold interviews, or not, depending on the outcome of the Technical and Cost Proposal evaluations.*

## **9. Selection of Finalists**

Offerors will be notified of the status of the Selection of Finalists “unofficially” by e-mail with a return receipt, or by certified mail. If you are not selected as a finalist, you will also be notified “unofficially” by e-mail with a return receipt or by certified mail. The e-mail notification or letter shall serve as notice to stand down from the procurement process.

## **10. Interviews with Finalists, If Applicable/Held**

Interviews may be conducted if the Evaluation Committee determines it is in the best interests of the District to do so. Finalists will be notified by e-mail with return receipt and/or in writing, if a pre-interview meeting will be held for distributing questions, rules, and schedules for interviews.

The Procurement Manager will schedule the time for each Offeror’s presentation. The place and time of interviews will be determined by the number of Offerors on the short list. Presentations shall be held at the location specified in the Finalist Notification Letter.

The District reserves the right to award a single contract or multiple contracts based on an Offeror’s qualifications and overall proposal. District may conduct interviews with Offerors where more than one proposal has been submitted in a region if deemed necessary by the evaluation committee.

## **11. Final Evaluation Review/Recommendation for Award**

The recommendation for award(s) will be finalized with the most advantageous Offeror(s) by the date and time shown on the table above. This date is tentative. In the event, that

mutually agreeable terms cannot be reached within the time specified, the District reserves the right to finalize an agreement with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points.

The Procurement Manager reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposals; and unless otherwise specified, to accept any item in a proposal.

## **12. Contract Negotiations**

Upon approval of award, the Procurement Manager and Evaluation Committee may negotiate the final contract(s). If the District and the Offeror cannot reach an agreement on the contract terms and conditions, the District may terminate negotiations with the first ranked Offeror and then go to the second ranked Offeror and negotiate a contract. If the second ranked Offeror cannot reach an agreement, the District reserves the right to cancel the procurement and re-advertise the solicitation.

## **13. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Protest Manager.

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the applicable provisions of the State of New Mexico Procurement Code Sections 13-1-28 through 13-1-199. This General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the projects will be completed.

### **1. Acceptance of Conditions Governing the Procurement**

Offerors shall indicate their acceptance of the Terms, Conditions, and Specifications Governing the Procurement in its letter of transmittal. Submission of a proposal constitutes acceptance of the Proposal Evaluation Factors contained in this RFP.

### **2. Incurring Cost**

Any cost incurred by Offeror(s) in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District which may derive from this RFP. The District entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether-or-not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### **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. The District personnel will not merge, collate, or assemble proposal materials.

### **6. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until the District completes negotiations and the award. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:

1. Confidential financial information concerning the Offeror's organization;
2. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: 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 State Purchasing Division or the District 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 continuing prohibition on the disclosure of confidential data.

## **9. No Obligation**

This RFP in no manner obligates the District, the State of New Mexico or any of its Agencies to the eventual rental, lease, purchase, etc. of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

The District requires that all Offerors agree to be bound by the Specific and General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFP. Unless the District specifically agrees in an express written amendment of this solicitation, terms and conditions on Offeror's forms shall be of no effect.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

#### 14. Basis for Proposal

Only information supplied, in writing, by the District through the Procurement Manager or in this RFP shall be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

In additions to the Terms and Conditions listed verbatim in this RFP, the Terms and Conditions contained in the Services Contract/ Agreement (*herein after referred to as Sample Agreement*) are equally applicable to this solicitation/procurement process and are incorporated herein and made a part of this RFP to the same extent as if they have been set out verbatim. A PDF Version of the Sample Agreement is located at, and Contractors participating in this RFP process, shall obtain a copy from: <http://www.nmpsfa.org/?q=node/229>.

The contract between a District and a contractor will follow the format specified by the District and contain the terms and conditions set forth in the Sample Agreement. However, the contracting District reserves the right to negotiate provisions in addition to those contained in this RFP Sample Agreement with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions as set forth in this RFP and Sample Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Evaluation Committee or the Procurement Manager, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal/contract rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Agreement strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose **specific** alternative language. The Evaluation Committee or Procurement Manager may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Agreement are not acceptable to and will result in 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.

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

The District may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the RFP, offers may not be submitted for quantities less than those specified. The District reserves the right to make awards to multiple contractors on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District. Please see Section II.C.15 for requirements.

**The Evaluation Committee or Procurement Manager may, in its sole discretion, evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless expressly accepted by the District.**

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee/Procurement Manager reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement.

## **20. Change in Contractor Representatives**

The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

## **21. Notice of Penalties**

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

## **22. District Rights**

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



### **23. Cost Adjustments**

Pursuant to 13-1-161, NMSA 1978, Price Adjustments, the District hereby agrees to review a request by an Offeror awarded a contract to an adjustment in hourly rates at the end of a contract period, prior to the extension of the contract awarded for a consecutive year. Contractor(s) must provide detailed documentation and assessment as to the reasons for the request for an increase in price. The District will evaluate the request and write a determination to allow negotiations or deny an adjustment to costs pertaining to the services proposed and agreed upon in the agreement.

### **24. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### **25. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the District/State of New Mexico.

### **26. Indemnification**

The Contractor shall defend, indemnify and hold harmless the District and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

### **27. Confidentiality**

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

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

## **28. Internet Access & E-mail address required**

A large part of the communication regarding this procurement will be conducted via the School/District/PSFA website and by electronic mail (e-mail). Offeror must have Internet Access and a valid e-mail address to receive correspondence.

## **29. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District, the Offeror acknowledges that the version maintained by the District shall govern. Please refer to: <http://lcps.k12.nm.us/departments/finance/purchasing/bidsrfp/>.

## **30. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenwnewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **31. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, Attachment B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

## **32. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly

with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- B. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **33. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State Agency, District or local public body for professional services, tangible personal property, services, or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State Agency, District, or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state authority of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

- a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency, State Agency, District, or local public body.
- B. Principal, for this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Purchasing Agent or the District's Chief Procurement Officer if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **34. New Mexico Preferences**

#### **For the Bid Processes:**

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, and if the bid was submitted under a formal bid process, be afforded preference in the form of lowering the amount of the actual bid submitted by a value up to five percent (5%) for resident business/contractors, and by a value up to 10 percent (10%) for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

#### **For the RFP Processes:**

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, if their proposal was submitted under a formal request for proposal process, and the contract is to be awarded based on a point-based system, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

### **35. Requirement for Bid Security**

**RESERVED**

### **36. Bonding of subcontractors**

**RESERVED**

### **37. Public Works Act**

**RESERVED**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposal must be clearly labeled, numbered, and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages, or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY and three (3) copies and two (2) Electronic Copy (USB Jump Drive) of the proposal containing ONLY the Technical Proposal. The electronic version/copy CANNOT be emailed.
2. **Cost Proposals** – One (1) ORIGINAL HARD COPY and two (2) Electronic Copies (USB Jump Drive) of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders and sealed envelopes from the Technical Proposals. The electronic copy CANNOT be emailed.

The electronic version/copy of the proposals **must** mirror the physical binders submitted. **The electronic version CANNOT be emailed.**

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this RFP may be deemed non-responsive and rejected on that basis.

#### C. PROPOSAL FORMAT

All proposals must be typewritten, or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three (3) binder with labels/tabs identifying each section. **If there is any question regarding format requirements they shall be directed to the Procurement Manager's office for clarification, prior to submittal of documents.**

**Submit one (1) each printed, signed, and dated original Technical Proposal (Volume 1) and Cost Proposal (Volume 2), clearly marked "Original" and two (2) separate USB Jump Drives for Volume I and Volume II in PDF format. The required quantity of copies must be submitted to Procurement Manager at the location specified herein on or before the closing date and time for receipt for proposals for a proposal to be considered responsive to this RFP.** The Cost Proposal (Volume 2) inclusive of the Jump Drive(s), shall be submitted in a sealed envelope and clearly identified on the outside of the envelope as the Cost Proposal.

## 1. Proposal Content and Organization

Proposals shall contain concise responses to satisfy the requirements of this Request for Proposals with an emphasis on completeness and clarity. Proposals shall follow the same sequence and outline as the Request for Proposals. **Each paragraph or question including associated number shall be restated followed by the Offeror's response to that item.**

### General RFP Submittal Guidelines

- a. Non-conforming RFP submittals may be rejected. Please read all instructions carefully.
- b. Comply with all RFP requirements.
- c. Evidence of insurance shall be included in the proposal in the form of a current Certificate of Insurance.

### Non-Conforming Proposal

Any proposal deemed non-conforming by the Procurement Manager regarding format will be considered non-responsive. Offerors shall contact the Procurement Manager to clarify any questions concerning format prior to submission.

### Proposal Signature:

Proposal shall include the complete mailing address of the Offeror and shall be signed by an authorized representative of the Offeror by original signature with the signer's full name and legal title typed below the signature line. Each proposal shall include the Offeror's Federal Employer's Identification Number or Social Security Number as applicable.

### Amendments:

Offeror shall acknowledge receipt of any amendments to this Request for Proposals on Attachment C. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this Request for Proposals shall be issued only by the Procurement Manager in writing.

**The number of pages for Proposal materials *excluding mandatory pages such as the Letter of Transmittal, Table of Contents, and Attachments*, shall not exceed forty-five (45) (pages shall be sequentially numbered) excluding Attachments and Exhibits.**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Within each section of the proposal, Offerors shall address the items in the order indicated below. All forms provided in this RFP, and required to be submitted, shall be thoroughly completed, and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in Binder #2.

The proposal summary is optional and may be included by potential Offerors to provide the Evaluation Committee with an overview 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.

**Technical Proposal (Binder/Volume 1):**

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary – Introduction (optional)
- d. Corporate Information/Experience
  - Organizational/Corporate Experience
  - Organizational References (*Minimum of 3 References*)
  - Key Personnel/Resumes
  - Financial Stability (*Financial information considered confidential may be placed in a **Confidential Information** binder*)
- e. Technical Approach
- f. Management Approach
- g. Project Performance History
- h. Other Value-Added Services
- i. Attachments:
  - Certificate of Insurance - *Mandatory*
  - Attach State of NM W-9 - *Mandatory*
  - Completed Attachment B, Campaign Disclosure Form – *Mandatory*
  - Attachment C, Acknowledge of Receipt of Amendments - *Mandatory*
  - Attachment D, Conflict of Interest Form – *Mandatory*
  - Attachment E, Federal Debarment Certification - *Mandatory*

*Letter of Transmittal, supra, must include the following information:*

- a. *Identify the submitting organization and NM CRS number*
- b. *Identify name and title, telephone and fax numbers, and e-mail address of the person(s) authorized by the Offeror to contractually obligate the organization for this proposal*
- c. *Identify the name, title(s), telephone and fax number(s) and e-mail address of the person authorized to negotiate the contract on behalf of the organization*
- d. *Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification questions regarding this RFP*
- e. *Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 2.8 of this Request for Proposals.*
- f. *Be signed by a person authorized to contractually obligate the organization*
- g. *Acknowledge receipt of any and all amendments/addenda to this RFP*

**Cost Proposal (Binder/Volume 2):**

- 1. Completed Cost Response
  - Cost Proposal shall be submitted in a SEALED ENVELOPE clearly marked on the outside of the envelope as follows:
    - “Cost Proposal RFP # 17-18-03P”
    - Name of Firm
  - NOTE: The Cost Proposal Sealed Envelope may be inserted inside Volume I to ensure that it is not misplaced.



Provide a breakdown of costs to perform the work. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value-Added Services. Pricing and cost data shall be provided as described below.

By submitting a proposal, the Offeror certifies that its pricing was developed independently and without collusion, communication, consultation, or agreement related to pricing in any manner with other Offerors, competitors, or public employees.

The Cost Proposal shall be sealed in an envelope that is identified with the Offeror's name marked "COST PROPOSAL" and must be submitted with the Offeror's proposal. Offerors shall use the **Cost Proposal Form included in this RFP as Exhibit B**. The Cost Proposal shall include required disciplines, overtime, travel, per diem, and reimbursable expenses, for all services requested. Profit and overhead shall be incorporated into the rates. *Exhibit B is located at <http://www.nmpsfa.org/?q=node/229>, and shall be included in the cost proposal.*

Offerors are expected and shall provide/submit cost/pricing information for all staffing/labor, services, equipment, administration (overhead), and management costs that are directly or indirectly associated with providing the applicable and specific Services and Products. Said associated cost/pricing shall be included in/with the product or service to which it specifically applies.

Cost/pricing for services, staffing, equipment/hardware/software not enumerated in the submitted cost/pricing proposal, which is, or reasonably directly or indirectly associated with, necessary, or required in providing an applicable Services or Products, shall be assumed to be included in the proposals' cost/pricing for the services or products to be provided and no additional cost, not specifically associated with the services or product, shall be applicable or allowed.

Each Offeror shall clearly indicate (mark by page, etc.) if elements of this section are requested to be treated as proprietary. The responsible District official will make the final decision if this is to be treated as proprietary.

#### **Per Diem**

This represents the maximum allowable per day rate paid to the Contractor who must stay overnight or weekly while working on a project. Offerors shall be paid Per Diem per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978, and the New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. *(Applicable only to "round-trip" mileage, to and from the project site, that exceeds 200 Driving Miles from the Contractor's Home Office location, and if the Contractor's staff is required to stay overnight.)*

#### **Mileage Rate**

This represents the per mile rate paid to the Contractor when a company/individual owned vehicle is used for transportation to the project site from the Contractor's home office to the project. Offerors shall be paid for "round-trip" mileage, which exceeds 200 driving miles, per the New Mexico Per Diem and Mileage Act, 10-8-1 through 10-8-8 NMSA 1978 and the

New Mexico Department of Finance and Administration Rule 95-1 as amended. Offerors are advised to review the prevailing statutes and rules. (*Applicable only to "round-trip" mileage, to and from the project site, that exceeds 200 Driving Miles from the Contractor's Home Office location.*)

***Proposed Per Diem and Mileage Rates shall not exceed U.S. Federal Government/GSA Rates.***

#### **Transportation - Air Fare and Vehicle Rental**

If Air Transportation or Vehicle Rental will be a necessary or regular requirement of the Offeror's services, under an Agreement resultant of this RFP, Offeror shall include a narrative document specifically detailing the necessity/requirement which shall also identify and designate a single/one origination point from which travel cost will be based, e.g., Offeror's Mobilization Base or the Company's Home Office.

Offeror's reimbursement for Air Fare will be limited to the cost of travel by a direct route or on an uninterrupted basis, using coach-class service (*the lowest fare offered regardless of airline terminology used*), unless other than coach-class service is authorized.

Offeror's reimbursement for use of a rental vehicle will be limited to the use of the least expensive compact car available, unless an exception for another class vehicle is approved. Offeror may be authorized the use of other than a compact car if use, of other than a compact car, is necessary to reasonably accommodate the transport of tools or equipment items required for the services to be provided.

The Offeror may, at their own discretion, choose to markup air fare and vehicle rental fees when approved, as applicable. This represents the cost for providing public transportation and/or vehicle rentals, if approved, to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror to provide this type of transportation. Example: Airfare was two hundred dollars (\$200.00), the Offeror invoices the District two hundred twenty dollars (\$220.00), and therefore the percentage of mark-up/overhead/processing costs would be ten percent (10%).

#### **Reimbursable Expenses**

This represents the cost of expenses other than Travel, Per Diem, Transportation, or Mileage. Those items such as supplies, materials, or services shall be identified separately. Offerors are to indicate the percentage of mark-up/overhead/processing costs to be added to the actual expense incurred by the Offeror.

#### **Travel, Per Diem, Transportation, Mileage, Reimbursable Items, Overtime**

Travel, Per Diem, Transportation, Mileage, and any Reimbursable Expenses shall be identified separately from hourly rates. Any costs associated with travel, per diem, gross receipts taxes, reimbursable items, and the like will appear as separate line items on the Offeror's proposal and on quotes/proposals for projects.

#### **Limitation for Mileage, Overtime**

In preparing a proposal for a project, mileage and per diem may be added for mileage, to and from location of the project, that exceeds 200 "round-trip" driving miles (for Per Diem)

and exceeds 200 “round-trip” driving mile (for Mileage) to and from the Contractor’s Home Office location. If overtime is required and approved to meet a project’s timelines, the additional costs must be clearly identified and must be approved by the District in advance.

#### **Separate Line Items to be shown**

If required due to unforeseeable circumstances, and if approved by the District, other travel, air fare, car rental, per diem and reimbursable charges shall be identified separately from hourly and overtime rates on invoices. Offerors are encouraged to demonstrate cost savings, identify reimbursable items, and any other costs that are not covered in the detailed Evaluation Criteria.

### **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

#### **A. SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**

The Statement of Work and Specification contained in Article I, Section C inclusive, of this RFP, and in Article 1.0 of the Sample Agreement is hereby incorporated and made a part of this Article IV, Sections A to the same extent as if it has been set out verbatim in this Article and Section.

##### **1. Organizational Experience**

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge. All related private sector work will also be considered;
- b) Indicate how many related and associated services have been provided in the last two years and what percentage of business revenue is derived from related and associated services engagements;
- c) Describe at least two project successes and failures of a related and associated services engagement. Include how each experience improved the Offeror’s services.

##### **2. Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state, or large local government clients within the last three years.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the District reserves the right to consider any and all information

available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Oral Presentation (*Evaluation Optional Requirement*)**

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the District. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## **B. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent years financial statements and the most current (annual report), as well as financial statements for the preceding three years, if they exist. The submission must include the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

### **2. Performance/Payment Surety Bond RESERVED**

### **3. Letter of Transmittal Form**

The Letter of Transmittal must accompany the Offeror's proposal. The letter **must** be completed and must be signed by the person authorized to obligate the company.

### **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether an applicable contribution has been made. (See Attachment B)

### **5. Cost**

Provide a breakdown of costs to perform the work. Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach and Other Value-Added Services. Pricing and cost data shall be provided as described below. By submitting

a proposal, the Offeror certifies that its pricing was developed independently and without collusion, communication, consultation, or agreement related to pricing in any manner with other vendors, competitors, or public employees.

The Cost Proposal shall be sealed in an envelope that is identified with the Offeror's name marked "COST PROPOSAL" and must be submitted with the Offeror's proposal. Offerors shall use the Cost Proposal Form included in this document in Exhibit B. The Cost Proposal shall include required disciplines, hourly rates to be entered by region proposing, overtime, travel, per diem, and reimbursable expenses, for all disciplines that correlate with services requested. Profit and overhead shall be incorporated into the rates.

Contractor shall indicate whether its company/organization reports its receipts, for Gross Receipts and/or Compensating Taxes purposes, as a "cash-basis" taxpayer or an "accrual basis" taxpayer.

Each Offeror shall clearly indicate (mark by page, etc.) if elements of this section are requested to be treated as proprietary. The responsible PSFA official will make the final decision if this is to be treated as proprietary.

#### **6. Resident Business or Resident Veterans Preference**

##### **For the Bid Processes:**

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, and if the bid was submitted under a formal bid process, be afforded preference in the form of lowering the amount of the actual bid submitted by a value up to five percent (5%) for resident business/contractors, and by a value up to 10 percent (10%) for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

##### **For the RFP Processes:**

Resident business, resident veteran business, resident contractor and resident veteran contractor shall, if they meet the requirements set forth in New Mexico Procurement Code Sections 13-1-21, 13-1-22 NMSA 1987, if their proposal was submitted under a formal request for proposal process, and the contract is to be awarded based on a point-based system, be afforded preference in the form of additional points equivalent to five percent (5%) of the total possible points for resident business/contractors, and additional points equivalent to ten percent (10%) of the total possible points for resident veteran business/contractors.

In no event will a business be awarded both a resident business preference and a resident veteran business preference in any single procurement/contractual action.

#### **C. Insurance Requirements**

Contractors shall submit with their Proposal and prior to any work/services to be performed for any project under any Agreement issued, proof of insurance via Certificate of Insurance for all applicable coverages. The listing of possible applicable coverages is contained in Article 22 of the Sample Agreement

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

The award of an Agreements to an Offeror shall be based on the “Best Value Procurement” method, in which in addition to an evaluation of cost/price and requirements established under this RFP the District will consider documented and quantifiable factors such as quality, expertise, past performance, reliability, and the ability to meet a required schedule to the specific project.

Evaluation Factors	Points Available
<b>Technical Specifications</b>	Points must be assigned and defined for all factors (must total 100% of available points)
Organizational Experience ( <i>Combined and Total</i> )	
a. Corporate Information/Experience	
b. Key Personnel	
c. Technical Approach	
d. Management Approach	20
Organizational/Project Performance References	20
Oral Presentations ( <i>If Applicable</i> )	
Mandatory Specification	10
Desirable Specification	10
<b>Business Specifications</b>	10
Financial Stability	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Applicable Insurance Certificates	Pass/Fail
Cost	30
<b>TOTAL</b>	<b>100 points</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. Organizational Experience

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

**a. *Corporate Information/Experience***

The Evaluation Committee will evaluate the information provided by each Offeror that documents overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required for the Offeror, team, and/or joint venture.

**b. *Key Personnel***

The Evaluation Committee will evaluate the information provided by each Offeror that documents qualifications, background, experience, and availability to perform all aspects of the work for key personnel proposed for the type of services required.

**c. *Technical Approach***

The Evaluation Committee will assess each Offeror's detailed description of the services to be provided and how they will be provided, including major tasks and subtasks, description of any proposed team(s), roles of each member of the team, and how the team is organized and managed including any proposed subcontractor(s) to perform the work.

**d. *Management Approach***

The Evaluation Committee will consider each Offeror's approach to managing multiple projects and/or geographical area(s) including proximity to and familiarity with defined geographical area(s) in which projects may be located; staff levels, qualifications, and location and percentage of time available for projects.

**2. Organizational/ Project Performance References (See Table 1)**

The Evaluation Committee will review details submitted by each Offeror on projects performed within the past five (5) years as well as any current projects or contracts with government agencies and private industry with respect to such factors as relevance to the type of services required by this Request for Proposals, control of costs, quality of work, and ability to meet schedules. Provide the name of the firm/agency, address, telephone number and a contact person for the three (3) top projects listed.

**3. Oral Presentation (If Applicable) (See Table 1)**

Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the District will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

**4. Mandatory Specifications**

Points will be awarded based on the Offeror meeting all the mandatory RFP Terms, Conditions, Requirements, and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

**5. Desirable Specifications**

Points will be awarded based on the Offeror matching desirable RFP Terms, Conditions, Requirements, and the Statement/Scope of Work contained in this RFP, inclusive of Exhibit A.

**6. Financial Stability**

Pass/Fail only. No points assigned.

**7. Letter of Transmittal**

Pass/Fail only. No points assigned.

**8. Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

**9. Certificate of Insurance** (Pass/Fail only. No points assigned.)

**10. Cost**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other verifiable sources to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. All final calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
6. A maximum total of 100 points are possible in scoring each proposal for determining the shortlist of firms for further evaluation. The Evaluation Committee will evaluate the proposals and if it is determined that Offerors will be interviewed, the Procurement Manager will notify the Shortlist Finalists. Offerors that do not make the Shortlist will also be notified.
7. All committee rankings are public record and will be available for public inspection at the District offices after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking



places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

<u>Scoring</u>		<u>Numerical Ranking</u>	
Firm A	Tie	$(1\text{st} + 2\text{nd}) / 2 =$	1.5
Firm B	Tie	$(1\text{st} + 2\text{nd}) / 2 =$	1.5
Firm C	3rd	$= 3$	

A tie for first, at the end of the final rankings after the completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee

8. The Procurement Manager shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

## ATTACHMENTS

ATTACHMENT A

INTENT TO RESPOND TO RFP FORM

REQUEST FOR PROPOSALS

TITLE: \_\_\_\_\_ Services - RFP # \_\_\_\_\_

In acknowledgement 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 Attachment       

This acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than close of business on January 30<sup>th</sup>, 2018, the close of business is 5:00 PM MST. Failure to return this form with the intention of submitting a proposal will jeopardize the receipt Offeror written questions and the District's written responses to those questions as well as RFP amendments if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE No. :(\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ALTERNATE CONTACT INFO**

NAME: \_\_\_\_\_ e-mail: \_\_\_\_\_

PHONE No.: \_ (\_\_\_\_) \_\_\_\_\_

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

Place an "X" on the appropriate statement below:

\_\_\_ Firm **DOES INTEND** to respond to this Request for Proposals.

\_\_\_ Firm **DOES NOT INTEND** to respond to this Request for Proposals.

Procurement Manager:

Name:

Title:

District Name:

Address:

TELEPHONE:

Fax Number:

E-mail:

**ATTACHMENT B: (Mandatory)**

**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 PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

**"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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

**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 \_\_\_\_\_

\_\_\_\_\_  
Title/Position

Date \_\_\_\_\_

**--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 \_\_\_\_\_

\_\_\_\_\_  
Title (Position)

Date \_\_\_\_\_

**ATTACHMENT C:**

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS**

**TO RFP # \_\_\_\_\_**

I hereby attest that I have received the following amendment(s) to the RFP \_\_\_\_\_ as follows:

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

AMENDMENT # \_\_\_\_\_ DATE: \_\_\_\_\_

Signed by: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTACHMENT D:



**CONFLICT OF INTEREST**

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 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 kick-backs.

---

Company Name

---

Address

---

Company Representative

---

Date



## ATTACHMENT E:



DATE: \_\_\_\_\_

Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. **Please return the completed form with your solicitation submittal.**

**DEBARMENT:**

***Federal Executive Order (E.O.) 12549 "Debarment and Suspension" required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.***

---

I hereby certify that my company listed below, and it's principals have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conduction business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY CITY/STATE/ZIP: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**COMPANY DUNS IDENTIFICATION NO:** \_\_\_\_\_

---

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHORIZED TO CERTIFY TO THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

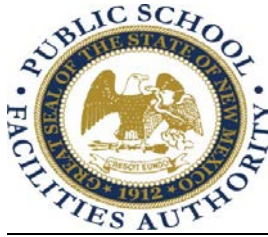
Date

If you have any questions, please contact me at (575) 527-5846.

Sincerely,

Will A. Manning  
Director of Purchasing Department  
Las Cruces Public Schools

## Exhibit A: FMP CHECKLIST



### Exhibit A **Facility Master Plan Checklist** **FMP Form #MJ01-92017**

The following components are required for 5-year facility master plans.

District Name \_\_\_\_\_ Date: \_\_\_\_\_

#### **1.0 Facility Goals/Process**

##### **1.1 Goals**

- ☐ Identify district goals for facilities
- ☐ Desired future state of district's facilities aligned with the statewide Adequacy Standards

##### **1.2 Public Process**

- ☐ Identify process for short term and long term capital planning and decision-making
- ☐ Discuss community participation (maintenance staff, students, steering committee) in the planning process

**1.3 Issues and Findings–** Provides a brief bullet point list of issues the district is facing. (i.e. enrollment decline, worst facility, overbuilt).

#### **2.0 Existing and Projected Conditions**

##### **2.1 Programs**

- ☐ 2.1.1 Provide overview of current educational programs and facilities
  - Number of schools in district
  - Types of schools (including charter and alternative schools)
  - How grade levels are configured
- ☐ 2.1.2 Identify any anticipated or projected changes in programs with regard to:
  - School Size
  - Class Size
  - Grade Level Configuration
  - Year-round Schools
  - Magnet Programs
  - Other Special Programs
- ☐ 2.1.3 Identify any existing shared/joint use facilities with other public or private entities
  - Discuss opportunities for continuing or increasing shared/joint use in the future

##### **2.2 Sites/ Facilities**

- ☐ Provide an overview of sites and facilities
- ☐ 2.2.1 Map(s) identify the district boundaries, school attendance zones, and location of district facilities
  - Create the maps in a PDF/MS Word editable version and in a format, that is supported in, or capable of being imported into ArcGIS.
- ☐ 2.2.2 A table summarizing the district's site and facilities (including charter and alternative schools) and which provides the following information for each school.
  - Identifies the name of facility
  - State identification number
  - Physical address
  - Date of opening
  - Dates of major additions and renovations
  - Facility Condition Index (FCI) and weighted New Mexico Facility Condition Index (wNMCI)
  - Site owned or leased
  - Total building area gross sq. / Ft.
  - Site acreage
  - Total number of permanent general classrooms
  - Total number of permanent specialty classrooms
  - Total number of portable classrooms
  - Total number of classrooms
  - Percentage of portable classrooms compared to total number of permanent classrooms
  - Total enrollment current year (40<sup>th</sup> day count)
  - Number of gross sq. ft. per student per school facility

### **2.3 District Growth**

- ☐ Statement of growth trends or declines that may impact programs and enrollment
  - Relevant demographic trends that may impact programs and enrollment
  - Relevant economic and development trends that may impact programs and enrollment

### **2.4 Enrollment**

- ☐ 2.4.1 Table and chart to summarize previous 10 years of enrollment (40-day count)
  - District 40 day count each school
  - District by each grade level 40-day count
  - Each individual school facility 40-day count
  - Each individual school facility by grade 40-day count
  - Identify and summarize relevant factors that have influenced enrollment over the previous 5 years
- ☐ 2.4.2 Table and chart summarizing projected student enrollments in next 5 years
  - District
  - District by each grade level
  - Each individual school by grade
  - Summarize and describe projection method and assumptions with back up information

### **2.5 Utilization and Capacity**

- ☐ 2.5.1 Identify existing/future classroom needs to accommodate the projected enrollment for each school site
- ☐ 2.5.2 Identify special factors that influence facility use

- Lower than state required PTRs
- Special programs
- Student transfers
- Boundary areas
- ☐ 2.5.3 Identify maximum and functional student capacity at each school site
- ☐ 2.5.4 Identify strategies to meet space needs, including new schools, additions, boundary adjustments, schedule changes, or grade reconfiguration
- ☐ 2.5.5 Identify under-utilized spaces and or spaces to be demolished.

### **3.0 Capital Improvement Plan**

#### **3.1 Total Capital Needs**

- ☐ Provide a brief history of how the district has met its previous capital funding obligations
- ☐ Identify the district's current and anticipated future financial resources available (indicating by year(s) available to meet capital needs)
- ☐
- ☐ Summarize the districts total anticipated capital needs
  - List sources of funding for maintenance
  - List sources of funding for capital
  - List sources of funding for Broadband
- ☐ For each facility consider the following questions
  - Which facilities need to be replaced (if any)
  - Which facilities need major renovations
  - Which facilities need minor renovations
  - Which facilities need general maintenance
  - Which facilities or GSF need to be disposed of
  - Which facilities may be closed or consolidated
  - Which building systems need upgrading or replacement
- ☐ Technology requirements
- ☐ Identify Broadband projects that may turn into capital projects, the estimated period and anticipated financial resources available.

#### **3.2 Prioritization Process and Budgeting**

- ☐ 3.2.1 Identify the process and criteria to prioritize capital needs
  - Identify and address life, health, and safety issues
- Accommodating student growth or declining enrollment
- Identify the process and criteria to prioritize capital needs for the purposes of:
  - Providing suitable space for educational programs with State of N.M. benchmarks & measures, Adequacy Standards, and district policies
  - Renewing facilities
  - Identify and rectify any preventive maintenance needs anticipated to become capital needs,
    - Explain how the district measures maintenance effectiveness.

#### **3.3 Capital Plan**

- ☐ 3.3.1 Summary table of priority capital improvement for the next 5 yrs.
  - Include current FAD ranked list of all district schools, explain any differences between FAD ranked list priorities and district priorities

- Identify the anticipated funding source for each capital and maintenance project and expected year of implementation identify priorities for state funding assistance
- Identify when FMP was adopted by local school board and include record of adoption
- 3.3.2 Identify financial strategies and alternatives considered by the district to meet capital needs, taking into account expected financial resources and district priorities.
- 3.3.3 Identify if the scope and estimated cost of the district's developing, current, or approved facilities master plan (FMP) realistic in terms of what the district can reasonably expect to accomplish considering its resources (staff time, available funding, bonding capacity, expectation of a successful bond election, community will).

## 4.0 Support Material

#### 4.1 Site/School Detail

- 4.1.1 School site and facilities (by each school site)
    - Brief report on each school site (FAD Executive Summary Report)
1. Other FAD reports included used in the development of the Educational Specifications
  2. Site plan for each School site (to scale)
  3. Labeled buildings (ensure labeled same as in FAD)
  4. Facility floor plans to readable scale
  5. Illustrative photographs as appropriate (min. one exterior and one interior)
  6. Itemized detailed capital needs
  7. Current (less than 12 months old) Preventative Maintenance Plan
  8. FMAR Reports and how Major and Minor findings are addressed by Capital Plan
  9. Technology Plan Overview
  10. Energy Management Plan Overview
  11. Additional Notes and

## 5.0. ADA

5.1. ADA regulations require that the ADA Transition Plan must "identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities."

[illegible]

## Exhibit B: WBS WORKSHEET

### Exhibit B

### Work Breakdown Structure Worksheet

Work Breakdown Structure Worksheet				
<i>Provide basic information about the project including: Project Title – The proper name used to identify this project; Project Working Title – The working name or acronym that will be used for the project; The Agency/District/School that is sponsoring the enterprise project; – The Agency that will be responsible for the management of the project; Prepared by – The person(s) preparing this document; Date– The date the worksheet is completed.</i>				
<i>Project RFP #:</i>		<i>Project Working Title:</i>		
<i>Contractor's Company Name</i>		<i>School/District/Agency:</i>		
<i>Prepared by:</i>		<i>Date</i>		
<i>Using the Work Breakdown Structure, reorganize the project activities and assist in identifying the resources required. Aggregate the collective tasks, resources, and costs for each element. The Proposed Schedule: For the Top Level Elements provide the full Start and Completion Times in number of Days of all inclusive SubElements. For the SubElements provide the total number of days to complete.</i>				
<i>Primary Element Total Cost</i>	<i>Element Number</i>	<i>WBS Elements Activity, Task or Sub-Task</i>	<i>Proposed Schedule</i>	<i>Sub Element Proposed Cost</i>
	1.0	Facility Goals/Process		
	1.1	Goals		
	1.2	Public Process		
	1.3	Issues and Findings		
	2.0	Existing and Projected Conditions		
	2.1	Programs		
	2.2	Sites/Facilities		
	2.3	District Growth		
	2.4	Enrollment		
	2.5	Utilization and Capacity		
	3.0	Capital Improvement Plan		
	3.1	Total Capital Needs		
	3.2	Prioritization Process and Budgeting		
	3.3	Capital Plan		
	4.0	Support Material		
	4.1	Site/School Detail		
\$0.00				\$0.00