



**ALAMOGORDO PUBLIC SCHOOLS
REQUEST FOR PROPOSAL
008-2023
Contractor – Small Projects – On Call**

RFP ISSUE DATE	June 12, 2023
PRE-PROPOSAL MEETING (NON-MANDATORY)	N/A
DEADLINE FOR WRITTEN QUESTIONS	June 22, 2023 @ 3:00
APS RESPONSE TO WRITTEN QUESTIONS	June 29, 2023 @ 5:00
RFP DUE DATE AND TIME	July 6, 2023 @ 3:00
EVALUATION OF PROPOSAL	July 7, 2023
INTERVIEW OF SHORTLIST – IF NECESSARY	July 11, 2023
DATE OF AWARD	July 19, 2023

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

District Contact Information

Name/Title	Marie Bouma, Chief Procurement Officer
Phone Number	575-812-6044
E-Mail	procurement@alamogordoschools.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do not have the authority to respond on behalf of APS. Communications directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFP or the resulting contract(s). All responses from Alamogordo Public Schools will be provided in writing to all Offerors by addendum. Offerors are encouraged to submit Proposal electronically via Alamogordo Public Schools vendor registry portal at the link below.

[APS Vendor Registry Portal](#)

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I. GENERAL INSTRUCTIONS

1. **RFP Documentation**: Offerors are expected to be familiar with all documents contained in this RFP to ensure Offeror's Proposal are following all provisions contained in this Request for Proposal. Offerors must notify Alamogordo Public Schools of any inconsistency or error in review of the RFP Documents.
2. **Scope of Work**: The District may add to or delete from the Scope of Work set forth in this RFP.
3. **Written Questions**: Offerors may submit written questions to offer clarity to the terms of the RFP. All questions must be submitted to the Chief Procurement Officer listed no later than the date listed in this RFP. The District will respond by addendum to the submitted written questions.
4. **Submission**: The Submission of a Proposal constitutes that the Offeror has made all appropriate examinations, investigations and analysis and has made provision as to the cost in submitted Proposal. **By responding to this RFP Offeror acknowledges and agrees to the terms and conditions set forth in this RFP and by addendum.** The RFP Offeror will abide by the New Mexico Procurement Code, §13-1-28 through §13-1-199 NMSA, and acknowledges that the Code imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
5. **Electronic RFP Documents**: 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 APS, the Offeror acknowledges that the version maintained by APS on the APS Procurement website shall govern.
6. **Incurring Cost**: The Offeror shall bear the full burden of any cost associated with the preparation, transmittal, and/or presentation of any material, equipment, system submitted in response to this RFP.
7. **Forms and Addendums**: The Offeror shall be responsible for ensuring that they are in possession of the most recent copy of this RFP including any/all addendums that have been issued. No addendum will be issued later than five calendar days prior to the due date of Request for Proposal. The only addendum that may be issued within Five (5) calendar days of the Request for Proposal is one which withdraws the RFP or one that extends the Proposal receipt due date and time. It is the responsibility of the Offeror to acknowledge all addendums in their response.
8. **Correction and Withdrawal of Submission**: Corrections are to be initialed in ink by the individual authorized to sign the Proposal on behalf of the Offeror. Offerors are permitted to withdraw their submission any time prior to the deadline of receipt of Proposal by submitting a written withdrawal request to the Chief Procurement Officer.
9. **District Discretion**: The Alamogordo Public School District reserves its right in its sole discretion to waive technical irregularities in the form of the Offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered pursuant to NMSA 1978, §13-1-132
10. **Responsive Offeror**: The Chief Procurement Officer may make investigations to determine if the Offeror's Proposal meets the requirement of a responsive offer as set forth in [§13-1-85](#) the district may reject a submission if it is does not meet the requirements set forth in [§13-1-85](#)

11. **Interviews:** Interviews may be conducted with Offerors who submit Proposal determined to be potentially acceptable of being selected for award, however Proposal may be accepted without such interviews.
12. **Award:** Alamogordo Public Schools reserves the right to award all, part, or none of the scope of work detailed in this RFP. This Request for Proposal in no way obligates Alamogordo Public Schools into entering business with any potential Offeror without a fully executed contract and purchase order.
13. **Preferences:** Preferences for New Mexico In-State Resident Business, Resident Veteran Business, Native American Resident and Native American Resident Veteran may be awarded in compliance with [NMSA 1978 §13-1-21](#). Offerors will be required to provide in their submission a current copy of their certificate issued by the New Mexico State Taxation and Revenue to receive preference scoring. In the event that an Offeror is a joint venture the Offeror must state what percentage of the work will be performed by the Resident Business and/or Resident Veteran Business or Native American Resident and/or Native American Resident Veteran. Pursuant to [NMSA 1978 § 13-1-21 H](#). An Offeror cannot be awarded a Residential Preference, a Resident Veteran Preference, a Native American Resident Preference and a Native American Veteran Resident preference. Pursuant to [NMSA 1978 §13-1-21 J](#). New Mexico Preference shall not apply when the expenditures for this RFP include federal funds for specific purchases.
14. **RFP Cancellation or rejection:** This Request for Proposal may be canceled and or Proposal be rejected in whole or in part when deemed in the best interest of the Alamogordo Public Schools pursuant to [NMSA 1978 §13-1-131](#).
15. **Multi-Award:** The Alamogordo Public Schools District reserves the right to multi-award contracts when necessary for adequate delivery of services pursuant to [NMSA, §13-1-153](#).
16. **Board of Education Approval:** Award of resulting contract from this RFP is not considered final until approved and signed by the Alamogordo Public Schools Board of Education President or Member and the Contractor.

DEFINITIONS OF TERMINOLOGY

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

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

Contractor: means successful Offeror awarded the contract.

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

District: for purposes of this RFP, means the Alamogordo Public Schools Governing Board and is synonymous with the terms and acronym “Owner “and “APS”.

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

Offeror: is any person, corporation, or partnership who chooses to submit Proposal in response to this RFP.

Owner: is Alamogordo Public Schools District.

Proposal: is the Offeror’s response to this RFP.

Request for Proposal: or “RFP” means all documents, attached or incorporated by reference, used for soliciting Proposal.

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

Responsible Offeror: means an Offeror who submits responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the Proposal.

Responsive Offer or **Responsive Submission** means an offer or Proposal, which conforms to all material, respects to the requirements set forth in the RFP. Material respects of RFP include, but are not limited to quality, quantity or delivery requirements.

Selection Committee: means a body constituted in accordance with NMSA 1978 [§ 13-1-121](#) to perform the evaluation of Offeror Proposal submittals.

The terms “**must**,” “**shall**,” “**will**,” “**is required**,” or “**are required**” identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror’s Proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offeror's Proposal. Rejection of the Proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.

II. SCOPE OF WORK

1. Introduction:

The Alamogordo Public Schools is seeking Proposals from contractors interested in providing on-call services for small projects. We are a public-school entity. The purpose of this RFP is to identify qualified contractors who can deliver high-quality services in a timely manner. Contractors will be responsible for completing various small projects on an as-needed basis.

Please provide Proposal for services related to small projects, for which your firm is licensed for, in the construction realms of:

<u>Ck all Applicable</u>	<u>Service</u>	<u>If required, New Mexico License No.</u>	<u>Years in Business</u>	<u>Crew Size</u>
	General construction and remodeling properties including framing and roofing			
	Plumbing repairs and installations			
	Electrical repairs and installations			
	Painting and drywall repairs			
	Carpentry, doors, windows repairs and installation			
	Flooring repairs and installations			
	HVAC maintenance and repairs			
	Landscaping and outdoor maintenance			
	Fencing repairs and installation			
	Concrete, cement installation and repair			
	Asphalt parking lot, driveway installation and repair			
	Other related tasks as assigned			

III. SPECIFICATIONS

Contractor Proposal:

Contractors interested in being considered for on-call small projects must meet the following Proposal:

Contractor Qualifications:

<u>Qualification</u>		<u>Provide with RFP Response</u>
Valid New Mexico License No., if applicable:		
Years of experience in the construction industry (minimum 3 years required):		
Provide a current W-9:		
Provide at least three (3) <u>written</u> references from prior clients for comparable projects:	1.	Name: _____ Telephone: _____ Job Completion: _____ Reference Letter:
	2.	Name: _____ Telephone: _____ Job Completion: _____ Reference Letter:
	3.	Name: _____ Telephone: _____ Job Completion: _____ Reference Letter:
Proof of general liability insurance coverage:		Required after selection
Proof of workers' compensation insurance coverage:		Required after selection

IV. INSURANCE REQUIREMENTS

Liability insurance shall be on a comprehensive basis and shall include the following divisions of coverage:

Comprehensive General Liability -Premises and Operations including Broad form property damage and Contractual liability	\$1,000,000 each occurrence
Professional Liability/Errors and Omission	\$1,000,000 Combined single limit each occurrence

Other required coverage's:

Workers Compensation	Statutory-New Mexico (All employees and subcontractors as applicable)
Automobile Liability Insurance for Contractors Providing Vehicles OR Automobile Liability Insurance for Sole Contractors/Subcontractors Using Personal Vehicles	\$500,000 Combined single limit each occurrence \$100,000 each person \$300,000 limit each occurrence

OFFEROR WILL BE RESPONSIBLE FOR ALL REQUIRED INSURANCE COVERAGE AS PER THE APS STANDARD CONTRACT FOR PROFESSIONAL SERVICES (APPENDIX A) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

The Alamogordo Public Schools, its board of education, and employees must be named as Additional Insureds with respect to all of the coverages. Evidence of insurance policies and forms adequate to confirm the currency and adequacy of coverage shall be provided to the District prior to the onset of service and the contract shall be conditioned upon the approval of same by the District.

NOTE: If awarded, Offerors must provide certificates of current insurance coverage.

V.FORMAT

The Offeror's Proposal submission should follow this format:

TECHNICAL SUBMISSION MUST INCLUDE THE FOLLOWING:

- A. Letter of Introduction – Identify the Qualifying Party with Authority to Contractually Obligate the Company.
- B. References: Provide three references or contact information for clients with relevant contractual relationship to the entity
- C. Copy of Contractors License, W-9, Certificate of Liability Insurance and Worker's Compensation.
- D. New Mexico In-State Resident Business, Resident Veteran Business, Native American Resident and/or Native American Resident Veteran issued from the New Mexico State Taxation and Revenue, if applicable.
- E. Department of Workforce Solutions Registration to be considered for projects over \$60,000.
- F. Campaign Contribution Disclosure Form completed and signed (Appendix A)
- G. Prospective Contractor Conflict of Interest Certification Form completed and signed (Appendix B)
- H. Debarment/Suspension Certification Form completed and signed (Appendix C)

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

[APS Open Solicitations](#)

OR

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

The Offeror is required to submit an electronic copy of the Proposal on a flash drive **if the Offeror's Proposal are being mailed or delivered to APS District offices.**

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

VI. EVALUATION CRITERIA (maximum points available – 100 pts)

Criteria	Points
Contractor License – Multiple	25
Complete Response to RFP	25
Client references and reputation	25
Experience	25

NM Resident Preference if applicable	5 possible points*
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or

NM Resident Veteran preference if applicable	10 possible points*
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OR

Native American preference if applicable	10 possible points*
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TOTAL POSSIBLE POINTS: 150

Evaluation Criteria: Proposals must address each of the above Criteria. Each proposal may be awarded up to the numeric value listed. Points will be awarded in compliance with NMSA 1978 [NMSA, §13-1-21](#). Failure to adequately address and meet the evaluation criteria may be cause for the proposal to be deemed non-responsive by the Buyer.

CONCLUSION

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

The District reserves the right to make multiple awards pursuant to [NMSA, §13-1-153](#)

For questions regarding this Request for Proposal:

Marie Bouma, Chief Procurement Officer
1211 Hawaii Ave
Alamogordo, NM 88310
(575) 812-6044

Any inquiries or requests regarding this procurement must be submitted, ***in writing***, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do not have the authority to respond on behalf of APS.

Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

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

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official on the District Board of Education:

(Note: List Board of Education Member(s) here)

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position) _____

--OR--

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

Signature Date

Title (position) _____

APPENDIX B

PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

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

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.

_____	_____
_____	_____
_____	_____

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the prospective Contractor named below.

Signature: _____ Title: _____

Name Printed: _____ Date: _____

Company: _____ City: _____

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION FORM

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

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

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

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

Signature: _____ Date: _____

Title: _____

Name Typed/Printed: _____

Company Name: _____

Address: _____

ALAMOGORDO PUBLIC SCHOOLS
PROFESSIONAL SERVICES CONTRACT NO. 008-2023-C

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this _____ day of _____, 20__ (“Effective Date”) by and between the Alamogordo Public Schools (“District”), a New Mexico public school district, whose address is 1211 Hawaii Ave, Alamogordo, New Mexico, and _____ (“Contractor”), a **DESCRIBE TYPE OF LEGAL ENTITY (Inc., LLC, etc.)** with its principal place of business at **FILL IN ADDRESS**, (herein referred to individually as “Party” or collectively as “Parties”).

WHEREAS, the District requires certain **Contractors** services as set forth in its Request for Proposals No. 008-2023 Contractors – Small Projects – On Call and

WHEREAS, Contractor submitted a proposal to provide such **Contracting** services and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the District and Contractor that for the considerations set forth herein, Contractor shall provide said services to the District as set forth below and in RFP No. **008-2023 Contractor – Small Projects – On Call**

Term

The Term of this Contract commences on **July 19, 2023** and ends on **June 30, 2023**

Incorporation

The Parties agree that this Contract is in reference to and incorporates the Alamogordo Public School’s Request for Proposals No. **008-2023** and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto.

Contract Documents

The Contract Documents shall include this Contract and all attachments and appendices thereto, the Alamogordo Public School’s Request for Proposals No. **008-2023** and all documents included therein and attachments and appendices thereto, and Contractor’s responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the District determines a conflict exists between the contract documents, District shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the District.

Scope of Work

Contractor agrees to perform any and all construction – small projects – on call tasks set forth or described in the District’s Request for Proposals No. **008-2023** and as called for by

this Contract and approved Purchase Orders (the “Work”). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the District, all materials necessary to efficiently and effectively perform the Work.

For Work authorized by a Purchase Order, Contractor shall be available on an “as needed/call out” basis to begin performance of the Work no later than three calendar days after notification by the District, unless otherwise notified by the District.

Contractor’s Covenants, Representations and Warranties

Contractor covenants, represents and warrants to the District that it: (a) is an organization of professionals experienced in the type of services the District is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the District; and, (d) has the expertise, training and ability to provide professional services which will meet the District's objectives and requirements.

Contractor covenants, represents and warrants that each and every Contractor’s employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the District.

Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor’s primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor’s obligations pursuant to this Contract.

Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor’s activities pursuant to, and arising from, this Contract.

Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.

Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the District is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.

Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.

Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

Site Investigation

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The District assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the District.

Changed Conditions

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the District in writing of subsurface or latent physical conditions at the District facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The District will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the District, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

Workmanship

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the District's standards and approval and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. The District shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the District, the District may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the District may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The District, at its option, may deduct an equitable amount from the

contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The District will designate a representative who shall be authorized to act for the District in all matters related to Contractor's performance of the Services.

Compensation

For the Work deemed satisfactorily rendered, the District agrees to pay the Contractor an amount not to exceed the amount(s) set forth in mutually agreed upon duly authorized and executed Purchase Order(s) for small projects.

Contractor will invoice the District itemized invoices and in strict accordance with the Purchase Order. The appropriate contract number will be included on the invoice. Contractor can email monthly invoices to **INSERT EMAIL ADDRESS** or mail all monthly invoices to: Alamogordo Public Schools, Attention: **INSERT NAME AND ADDRESS**. After approval of the Contractor's invoice, and provided there are no disputes regarding the invoice, the District will pay the Contractor for satisfactorily performed Work within fourteen (14) working days of receipt of the monthly invoice from the Contractor. Payments in advance of receipt of the product or item of tangible personal property, services or construction meeting the specifications of the contract are prohibited. Late payments charges are restricted to such amounts and such conditions set forth in Section 13-1-158 © NMSA 1978.

In the event that the District terminates this Contract for Contractor's breach, the District will pay Contractor for work performed before the termination date less any setoff to which the District is entitled if and only if Contractor performed such Work in accordance with this Contract and to the District's satisfaction.

The District shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the District to recover excessive and/or illegal payments.

The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the District, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

Contractor's Personnel

The District retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

Protection of Work and Property

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the District's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

Licenses, Permits and Regulations

Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the District from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

Records

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and District policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the District may deem necessary, there shall be made available to the District for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The District may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability, Professional Liability/Errors & Omissions Insurance and Automobile Liability Insurance, in the broadest coverage commonly available, with a minimum limit of one million dollars (1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

The Alamogordo Public School District, its board of education, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Certificates of insurance and complete policies, acceptable to the District, with the coverage as cited above and listing the Alamogordo School District, its board of education and employees as the certificate holders, must be submitted not less than ten (10) working days prior to the execution of this Contract and before work begins by Contractor under this Contract. Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the District of cancellation or material change, which shall be mailed or delivered to:

The Alamogordo School District
Attention: Chief Procurement Officer
1211 Hawaii Avenue
Alamogordo, NM 88310

Contractor shall carry Workers' Compensation insurance as required by law.

Indemnification/Hold Harmless

Contractor shall defend, indemnify, and hold harmless the District, its board of education, employees, agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the District's attorney's fees and costs, whether such claims and litigation are frivolous or not. District shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the District.

Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the District for claims or actions brought by the Contractor's own employees against the District, its board of education, employees or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

These indemnifications shall survive the termination of this Contract.

The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

Professional Responsibility

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

Release

Contractor hereby accepts the District premises and adjoining areas as is and releases and discharges the District, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor' use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The District assumes no responsibility whatsoever for any property placed on any District premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the District, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property upon District premises.

Contractor Status

The District and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The District is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the District for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the District. None of the benefits provided by the District to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the District to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the District has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

Subcontracts

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the District. Any attempt by Contractor to subcontract without the prior consent

of the District may be deemed a material breach of this Contract. Subcontracts made without the District's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the District's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the District.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the District may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the District.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this District right.

Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Alamogordo Public Schools
Attention: Chief Procurement Officer
1211 Hawaii Avenue
Alamogordo, New Mexico 88310

Use of Premises

Contractor shall confine the storage of materials and equipment in locations acceptable to the District and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

Confidentiality

All material given to or made available to Contractor, or prepared or assembled by Contractor by virtue of this Contract that the District identifies as proprietary or confidential information, or otherwise requests to be kept confidential, will be safeguarded by Contractor and shall not be disclosed to any individual or organization without the prior written approval of the District. All information, data, or other material provided by the District to Contractor shall be subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Cleaning Up

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

Trespass

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

Liens

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the District. Contractor shall indemnify and save the District harmless from all such liens arising out of the Work. Contractor shall provide to the District, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the District's option, be assigned to the District.

Appropriations

The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

Conflict of Interest

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required

under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

Nondiscrimination

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

Foreign Corrupt Practices Act

Contractor represents and warrants to the District that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the District to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its owners, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

Notice of Penalties

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

Force Majeure

The District and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Termination

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the District in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the District may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

Dispute Resolution

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To District:

Two separate notices with separate delivery to:

Alamogordo Public Schools
Attention: Superintendent
1211 Hawaii Avenue
Alamogordo, New Mexico 88310

Alamogordo Public Schools
Attention: Chief Procurement Officer
1211 Hawaii Avenue
Alamogordo, New Mexico 88310

To Contractor:

[INSERT]

Invalid Term or Condition and Severability

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

No waiver

The failure of the District to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

Immunities and Defenses

The District does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

No Assignment

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

No Third Party Beneficiaries

District and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

Other Contractors

The District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by the District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or District employees.

Entire Agreement

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior

understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

Attachments

INSERT LIST OF ATTACHMENTS, IF ANY

ATTACH EACH AND EVERY ATTACHMENT LISTED

DRAFT

The District and the Contractor have entered into this Contract as of the Effective Date.
Contract will not become effective until it is signed by the Board of Education.

Approved by the Alamogordo Public School's Board of Education on _____

DISTRICT:

Alamogordo Public Schools

By: _____
Signature

Print Name

Title: _____

Date: _____

By: _____
Signature

Print name

Title: _____

Date: _____

CONTRACTOR:

By: _____
Signature

Print Name

Title: _____

Date: _____