

Central Consolidated School District

Fire Extinguisher Services RFP # 2021-MAINT-201

Commodity Code: 93634, 34008



ISSUE DATE: May 2, 2021

SUBMISSION DEADLINE: May 25, 2021 @ 3:00 PM Local Time

PHYSICAL LOCATION: For Express Mail, Carrier Delivery or hand carry delivery
Central Consolidated Administration Complex
Purchasing Department
US Hwy 64 Old High School Road
Shiprock, NM 87420

USPS MAILING ADDRESS: For first class mail (allow at least 4 days for CCSD Internal Delivery)

Central Consolidated School District
ATTN: Purchasing Department
PO Box 1199
Shiprock, NM 87420-1199

DELIVERY: Allow sufficient time for delivery to the Purchasing Department location before the deadline date. To ensure proper identification and handling, clearly indicate Proposal Name, RFP Number and Submission Date in the lower left-hand corner of the envelope and must be submitted in a sealed and plainly marked envelope.

OFFICE HOURS for delivery of proposal:

Monday – Friday 8:00 AM – 3:30 PM

CONTACT: Christi Walter, Purchasing Specialist
505-368-4984 Ext 10142, waltc@centralschools.org

SPECIAL INSTRUCTIONS: Complete Bid documents as required. Your response must be received in the CCSD Purchasing Department prior to the specified date and time regardless of delivery options selected. Late proposals will not be accepted.

PURPOSE OF REQUEST FOR PROPOSAL

The Central Consolidated School District is requesting proposals from a qualified firm or individual for Fire Extinguisher Services.

The proposal period is for the 2021-2022 fiscal year, with the option of contract renewal for three additional years (2022-2023, 2023-2024, 2024-2025) provided funds are available, the district deems service satisfactory and the negotiated terms are acceptable to both parties. The contract period each fiscal year will be July 1 through June 30.

PROCUREMENT OFFICER

The Procurement Officer responsible for the conduct of this procurement.

Christi Walter
Central Consolidated Schools – Finance Department
PO Box 1199
Shiprock, NM 87420
505-368-4984 Ext 10142
waltc@centralschools.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Purchasing Specialist. Offerors may contact **ONLY** the Purchasing Specialist regarding the procurement. Other Central Consolidated School's Employees do not have the authority to respond on behalf of CCSD.

BACKGROUND INFORMATION

This section provides background on Central Consolidated Schools which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Central Consolidated School District maintains seventeen school facilities on separate sites - Kirtland, Shiprock, Newcomb and Naschitti. There are four (4) High Schools, Three (3) Middle Schools, nine (9) Elementary Schools, and (1) Technical Center. The District also holds a Warehouse, Administration Building, three (3) Transportation sites, IT office, and one hundred twelve (112) Teacher Housing Units. A list of facilities is attached to proposal.

GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28 thru 13-1-199 NMSA 1978 and applicable procurement regulations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If your company is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the CCSD Purchasing Department at 505-368-4984.

Acceptance of Conditions Governing the Procurement

Submission of a proposal constitutes that the bidder has read the terms and conditions, understands the requirements and that the bidder agrees to the terms and conditions.

Incurring Cost

Any cost incurred by the Offeror in preparations, transmittal, or presentation of any proposal or material submitted in response to this BID shall be borne solely by the Offeror.

Contractor Responsibility

The contractor shall solely be responsible for performance under this contract. CCSD will make contract payments only to the prime contractor.

Subcontractors

The use of subcontractors is allowed. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from CCSD before any subcontractor is used during the term of this agreement.

Amended Proposals

An Offeror may submit an amended bid before the deadline for receipt of bids. Such amended documents must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. CCSD personnel will not merge or assemble proposal materials.

Offeror's Rights to Withdraw a Proposal

Offerors will be allowed to withdraw their bids at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

Disclosure of Proposal Contents

The bid will be kept confidential until Contracts are awarded by the CCSD Purchasing Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Central Consolidated Schools Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

No Obligation

The procurement in no manner obligates the Central Consolidated Schools or any of its departments or schools to the use of Offeror services until a valid written contract is approved.

Termination

Termination by the contractor may terminate this contract only if Central Consolidated School District fails to comply with any provisions of this contract and after receiving notice of noncompliance, the District fails to cure the noncompliance within thirty (30) days, or by written mutual agreement between the Contractor and the District.

Termination by the District may terminate this contract for cause. The occurrence of either one of the following events will justify termination for cause:

1. Contractor's persistent failure to perform their work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable material or equipment).
2. For Cause. The occurrence of either one of the following events will justify termination for cause:
 - Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - Contractor's violation in any substantial way of any provisions of this contract.If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) thirty (30) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

3. For Convenience.
 - Upon thirty (30) days written notice to contractor, CCSD may without cause and without prejudice to any other right or remedy of CCSD, elect to terminate the contract.
 - In such case, Contractor shall be paid (without duplication of any items), for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Force Majeure

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the District shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other

sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the District provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

Sufficient Appropriation

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

Legal Review

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

Contract Terms and Conditions

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

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency 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.

CCSD reserves the right to assign any service provider to any school or other location based on the needs of the students. Offeror may not enter into CCSD administrative decisions. Acceptance by CCSD of an offeror's proposal in any category does not guarantee a specified number of consultations or any other work. CCSD shall only pay for services rendered unless specifically agreed upon.

Contract Deviations

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

Offeror Qualifications

The Evaluation Committee may 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 13-1-83 and 13-1-85 NMSA 1978.

Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

Change in Contractor Representatives

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

Proposal Acceptance Rights

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

Right to Publish

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

Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the Agency.

Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract 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 Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software of related materials.

Indemnification

The contractor agrees to release, indemnify, defend and hold harmless Central Consolidated Schools, its officers, agents, volunteers, and employees from any and all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Central Consolidated Schools that result from the acts or omissions of the Contractor and/or the Contractors employees, agents or representatives.

New Mexico Employees Health Coverage

If Contractor 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, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and of that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.

Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.

Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

Use of Federal Funds

If revenues are derived primarily from federal sources; federal law prohibits application of any residential and veteran’s preference when the expenditure of federal funds designated for specific purchase is involved.

CONDITIONS GOVERNING THE PROCUREMENT OVERVIEW

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	Central Schools	May 2, 2021
2. Deadline to Submit Questions	Potential Offerors	May 12, 2021
3. Response to Written Questions	Central Schools	May 18, 2021
4. Submission of Proposal	Potential Offerors	May 25, 2021 @ 3:00 PM
5. Proposal Evaluation	Evaluation Committee	May 26, 2021
6. Recommendation to School Board	Central Schools	June 10, 2021
7. Contract Awards	Agency/ Finalist Offerors	June 18, 2021
8. Protest Deadline	SPD	June 30, 2021

EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above.

Issue Of RFP: This RFP is being issued by the Procurement Department of the Central Consolidated Schools on May 2, 2021.

Deadline to Submit Written Questions: Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on Tuesday, May 12, 2021, as the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Officer.

Response to Written Questions: All responses to written questions will be emailed to potential offerors that submit the Acknowledgement of Receipt form (Appendix A) on Friday, May 18, 2021.

Submission of Proposals: All offeror proposals must be received for review and evaluation by the procurement officer or designee no later **3:00 PM, local time on Tuesday, May 25, 2021.**

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on proposal.

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to RFP 2021-MAINT-201. Proposals submitted by facsimile or other electronic means **will not** be accepted. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals must be delivered to the following address:

Physical Address:

Central Consolidated Schools
ATTN: Purchasing Department
US HWY 64, Old High School Road
Shiprock, NM 87420

Postal Services Address:

Central Consolidated Schools
ATTN: Purchasing Department
PO Box 1199
Shiprock, NM 87420

For Postal Service delivery, allow additional ten (10) days for delivery to correct department.

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to RFP 2021-MAINT-201.

Proposal Evaluation: The evaluation of proposals will be performed by the Evaluation Committee (EC). During this time, the Procurement Officer may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Recommendation to School Board: After Evaluation Committee's review of the proposals, the Evaluation Committees' recommendation will be submitted to the CCSD School Board by date specified in Sequence of Events.

Contract Award: Upon review and approval of the Evaluation Committee Report, by the Central Consolidated School Board, the awarded contractor will be notified in writing by the Procurement Officer. The Central Consolidated School District will award the contract on the date listed in the Sequence of Events. This date is subject to change at the discretion of the CCSD Procurement Officer. This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the Bid. The most advantageous proposal may or may not have received the most points.

A contract will be negotiated and upon agreement by both parties (CCSD and awarded contractor(s)), a contract will be issue to the awarding Contractor(s) and approved as to form, legal sufficiency and

budget requirements by CCSD. A contract will not be effective until completed with authorized signatures, and an approve purchase order has been issued.

Protest Deadline: Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Procurement Officer.

In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- A. State the reasons for the action taken; and
- B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 19).

Certificate of Insurance (if Applicable)

The successful proposer shall purchase a primary General Liability insurance to maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by CCSD at the time of contract award. Central Consolidated School District and its elected and appointed officers, boards, commissions, agents and employees shall be names as Additional Insureds. Contractor shall furnish CCSD with certificates of insurance with contract documents and prior to commencement of work. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000	\$1,000,000
Medical and medically-related expenses	\$5,000
Auto Liability Insurance – per occurrence Combined Single Limit for bodily injury and property damage Personal vehicle use must carry non-owned and hired auto coverage	\$1,000,000
Professional Liability Insurance – per claim Aggregate - \$1,000,000	\$1,000,000

CONTRACTOR RESPONSIBILITY INSURANCE

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

1. **Workers' Compensation Insurance:** As required by Labor Laws and the New Mexico Statutes.
2. **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate (s) of insurance testifying that he has obtained full Worker's Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of this project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

RESPONSE FORMAT AND ORGANIZATION OVERVIEW

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal. The purpose of this bid is to establish a contract to furnish, deliver and conduct services for the inspection and maintenance of various types of fire extinguishers located in various building, facilities, school buses and district vehicles. A thorough examination of extinguishers shall be performed to give maximum assurance that an extinguisher will operate effectively and safely. All repair or replacement of parts shall be performed as necessary.

Number of Responses

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

Number of Copies

Offerors shall deliver **one (1) original and four (4) electronic copies** of their proposal on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **CCSD is not responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted.**

Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper.

Proposal Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below.

Technical Response

- A. Proposal Summary (Optional)
- B. Response / Acceptance to Contract Terms and Conditions (Appendix G)
- C. Response to Technical Specifications (except cost information which shall be included in Cost Proposal in a sealed Envelope)

- D. Other Supporting Materials Licenses, Certificate Copies
- E. Acknowledgement of Receipt Form (Appendix A)
- F. Letter of Transmittal Form (Appendix B)
- G. New Mexico Employees Health Coverage Form (Appendix C)
- H. Campaign Contribution Disclosure Form (Appendix D)
- I. Conflict of Interest and Debarment Form (Appendix E)
- J. Statement of Confidentiality Form (Appendix F)
- K. New Mexico Resident Veterans Preference Certification (Appendix H)
- L. Addendum(s) if applicable

Cost Proposal (Must be in a sealed Envelope labeled Cost Proposal)

Provide your fixed costs to provide scheduled Fire Extinguisher services for each building to be serviced on. Offerors must list firm quotes for those items that need replacement. Areas to be serviced is attached to bid.

TECHNICAL SPECIFICATIONS

OVERVIEW

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications of this Bid providing the required responses, documentation, or assurances. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

SCOPE OF WORK

The purpose of this proposal is to demonstrate the qualifications, competency and capacity of the firms or individuals seeking to provide Fire Extinguisher services. The services will include inspection, testing, maintaining, recharging, repairing and replacing, if needed, fire extinguishers in Central Consolidated School District.

Building Structure – Yearly inspection services are to be performed in buildings, school buses and vehicles, located at Kirtland, Shiprock, Newcomb and Naschitti, NM.

1. School / Administrative Building consists of three high schools, four middle schools, nine elementary schools, approximately 400 classrooms, portable classrooms, supporting administration buildings and offices, gymnasium locker rooms, food storage facilities and concessions areas.
2. Transportation includes school buses, and district vehicles.

Content – The firm awarded this contract will ensure all fire extinguishers at each location shown in the attached sheet are to be serviced:

1. Annual Inspection – Contractor will check and maintain all fire extinguishers in school district are fully charged and ensure they are in operable condition. Extinguishers are to be certified and tagged.
2. Annual Maintenance Inspection – Contractor will perform maintenance of fire extinguishers in accordance with service procedures. Missing extinguishers are to be replaced with appropriate type. Any repairs or replacements must match the manufacturer’s published requirements. Instruction labels must be replaced as needed during inspection.
3. Recharging fire extinguishers shall be made in compliance with manufacturer’s authorized recharging procedures when regular or multi-purpose dry chemicals are recharged.
4. Kitchen hood Ansul System inspection and service at 14 schools to include Class “K”

portable fire extinguishers. 1 in Naschitti, 2 in Newcomb, 6 in Shiprock, 1 in Ojo Amarillo, and 4 in Kirtland.

5. Contractor shall guarantee all work performed is guaranteed against any defects in workmanship, and shall satisfactorily correct, at no cost to the District any such defect that may become apparent in a period of one (1) year after completion of work.
6. Contractor will provide a service report noting extinguisher type, serial number, location of each fire extinguisher inspected and results of inspection. For those that did not pass initial inspection, a note or whether repaired-noting what work was done and/or if replaced.

Scheduling- All inspections shall be performed at a date and time consistent with pre-established preventative maintenance schedules established by CCSD Operations Department. Each site inspection must be scheduled with Operations Department at least 3 (three) days in advance of the inspection of the inspection dates. Inspections, pickups, and returns of units shall be performed between the hours of 8:00 AM – 4:40 PM, Monday thru Friday, except on CCSD Holidays, within 24 hours of identification of defect.

QUALIFICATIONS

Selection of a Fire Extinguisher firm or individual to perform Fire Extinguisher services is based on the following criteria.

Capabilities – Ability to follow the schedules as prescribed in this agreement. Demonstrate ability to work within time constraints. Contractor has the appropriate servicing manuals, proper types of tools, recharge materials, for use on extinguishers.

Experience – List of previous clients and projects involving other school district, businesses, or government entities familiar with Central Consolidated Schools.

Personnel – Contractor must provide evidence that services are provided by State of New Mexico licensed personnel for Fire Extinguisher services. A copy of Contractors license must be included in bid. Also, a list of current employees and their licenses must also be provided. The awarded contractor must have adequate staff to provide consistent service.

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. References may or may not be reviewed at the discretion of CCSD. CCSD reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. The minimum information that should be provided by each reference is:

1. Client name; telephone number, fax number and e-mail address.
2. Project description;
3. Project dates (starting and ending);
4. Name of Contact Person; telephone number, fax number and e-mail address.

New Mexico Employee Health Coverage Form

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

Campaign Contribution Disclosure Form

Offeror must complete, sign, and include the Campaign Contribution Disclosure Form (Appendix D) with their proposal.

Conflict of Interest and Debarment/Suspension Certification Form

Offeror must complete, sign, and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix E) with their proposal.

Statement of Confidentiality Form

Offeror must complete, sign, and include the Statement of Confidentiality (Appendix F) with their proposal.

Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX H) must accompany any Offer and any business wishing to receive the preference must complete and sign the form. Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Points is ten (10) for revenues of \$3 million or less.

EVALUATION

Proposed Evaluation Criteria

The Bidder’s proposal shall be evaluated using a two-step evaluation process with the following criteria:

Part One Evaluation Criteria

Evaluation Criteria	# of Points
Capabilities	20
Experience	15
Personnel	15
References	10
Evaluation Criteria Total Points	60
<i>Part Two Evaluation Criteria</i> (TO be evaluated only upon completion of Part 1)	40
Evaluation of Fees / Costs	
TOTAL Evaluation Criteria & Cost	100
NM Resident Business Preference: Five percent of total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by a State of New Mexico Taxation and Revenue Department.	5

Veteran New Mexico Resident Business Preference: Ten, Eight or seven percent of the total possible points to a resident veteran business. To qualify an offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department.	10
Total Possible Points	100-110

Evaluation of Fees/Costs:

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

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

Evaluation Process

Offerors will be evaluated in general compliance with the provisions provided below.

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 responsible Offeror whose proposal is most advantageous to CCSD, taking into consideration the Evaluation Criteria, will be recommended for award.
4. Responsive proposals will be evaluated on the Evaluation Criteria, which have been assigned a point value.
5. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Proposal Evaluation

The Evaluation Committee will review each Offeror’s proposal. Points will be allocated as outlined in

Proposed Evaluation Criteria of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

Point Calculations

All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

Notice of Award

The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

Fire Extinguisher
RFP # 2021-MAINT-201

Central Consolidated School District
Building Gross Square Footage

Location	Square Footage
Shiprock Area	
Career Prep HS	31,364gsf
Eva B Stokley Elem.	77,853 gsf
Shiprock HS	223,215 gsf
Tse Bit Ai Mid.	104,390 gsf
Nizhoni Elem.	61,824 gsf
Shiprock Admin. Complex	71,622 gsf
Heritage Center	2,604 gsf
Mesa Elem.	66,085 gsf
Phil Thomas PAC	21,605 gsf
Shiprock Transportation	5,722 gsf
Newcomb Area	
Naschitti Elem.	40,945 gsf
Newcomb Elem.	66,944 gsf
Newcomb HS	103,555 gsf
Newcomb Mid.	53,948 gsf
NewcombTransportation	6,510 gsf
Newcomb Library	2,688 gsf
Kirtland Area	
Judy Nelson Elem.	94,882 gsf
Kirtland Central HS	226,723 gsf
Kirtland Elem.	86,783 gsf
Kirtland Mid.	122,544 gsf
Kirtland Early Childhood	15,154 gsf
Kirtland Business Office	15,096 gsf
Brooks/Isham PAC	21,604 gsf
Grace B Wilson Elem.	53,816 gsf
Ojo Amarillo Elem.	75,981 gsf
Kirtland Transportation	7,000 gsf
Housing Units	
Shiprock Administration Complex	17
Mesa Housing	31
Tse Bit Ai Housing	20
Newcomb Housing	39
Naschitti Housing	7
Buses	95

APPENDIX A
ACKNOWLEDGMENT OF RECEIPT FORM

Fire Extinguisher
RFP # 2021-MAINT-201

In acknowledgement of receipt of this Request for Proposals (RFP), the undersigned agrees that he/she has received a complete copy of the RFP. The acknowledgement of receipt should be signed and returned to the Procurement Officer at the address or e-mail shown below no later than close of business on **May 12, 2021**. Only potential Offerors who elect to return this completed form with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written responses to those questions, as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY : _____

TITLE: _____ PHONE: _____

EMAIL: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Organization **does** \ **does not** (mark one) intend to respond to this Request for Proposals

Christi Walter, Purchasing Specialist
waltc@centralschools.org
505-368-4984

Central Consolidated Schools
US Hwy 64 Old High School Road
PO Box 1199
Shiprock, NM 87420

APPENDIX B
LETTER OF TRANSMITTAL FORM

Fire Extinguisher
RFP # 2021-MAINT-201

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

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

Name	
Mailing Address	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax	

5. The use of Sub- Contractors (Select One)

No Subcontractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, if needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors.

___ I acknowledge receipt of any and all amendments to this RFP.

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

APPENDIX C

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

Fire Extinguisher
RFP # 2021-MAINT-201

1. If Contractor 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, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and off that health insurance to those employees no later than May 25, 2021, if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.

3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<http://insurenwemexico.state.nm.us/>.

Signature of Offeror: _____

Date: _____

APPENDIX D
CENTRAL CONSOLIDATED SCHOOL DISTRICT
SHIPROCK, NEW MEXICO
Fire Extinguisher
RFP # 2021-MAINT-201

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

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 E
CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
Fire Extinguisher
RFP # 2021-MAINT-201

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Central Consolidated School District in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Central Consolidated School District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Central Consolidated Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the Legislator:

_____ List below the names(s) of any Central Consolidated Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The Vendor agrees to provide immediate notice to Central Consolidated School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice or proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX F

TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY

Fire Extinguisher

RFP # 2021-MAINT-201

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Central Consolidated School District and forever thereafter, to keep confidential all information and material provided by the District or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with the District, and not to release, use or disclose the same except with the prior written permission of the District. This obligation shall survive the termination or cancellation of the Contract between Contractor and the District or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to CCSD, a client or customer of the District, or to the owner of such information, inadequately compensable in damages and that, accordingly, the District or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

(Signature)

(Title)

(Date)

APPENDIX G
Offeror Acceptance Signature Page
Fire Extinguisher
RFP # 2021-MAINT-201

TIME: 3:00 PM
DATE: May 25, 2021
LOCATION: Central Consolidated School District Procurement Office
US Hwy 64, Old High School Road, Shiprock, NM 87420

ACCEPTANCE CONDITIONS:

THE UNDERSIGNED HEREBY agrees to deliver and/or service the items specified in accordance with the terms, conditions, specifications and prices set forth. He/She also certifies that he/she has not used any outside agent at arriving at the figures, and has not contacted any competitors in arriving at these figures.

THE UNDERSIGNED CERTIFIES that he/she read and understood the general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Conditions.

NAME OF FIRM

TYPE OR PRINT NAME OF OWNER, PARTNER, OR AUTHORIZED AGENT

SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

MAILING ADDRESS OF FIRM

TELEPHONE NUMBER OF FIRM

FAX NUMBER

E-MAIL ADDRESS

APPENDIX H
Fire Extinguisher
RFP # 2021-MAINT-201

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

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

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

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

(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.