

# Central Consolidated School District



## Propane Services

RFP 2022-OPT-105

Commodity Code: 405-03-53

**ISSUE DATE:** May 2, 2022

**SUBMISSION DEADLINE:** June 7, 2022 @ 3:00 PM MST/MDT

**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:

Monday – Friday 8:00 AM – 4:00 PM

**CONTACT:** Christi Walter, Purchasing Specialist  
505-368-4984 Ext 10142, [waltc@centralschools.org](mailto: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 Propane Services.

The proposal period is for the 2022-2023 fiscal year, with the option of contract renewal three additional years (2023-2024, 2024-2025, 2025-2026) provided funds are available, the district deems service satisfactory, and the negotiated terms are acceptable to both parties. The contract period each 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](mailto: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.

## DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 4:00 PM MST/MDT, whichever is in effect on the date given.
4. “**CCSD**” means Central Consolidated School District
5. “**Close of Business**” means 4:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**Confidential**” means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and

other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
16. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
17. “**IT**” means Information Technology.
18. “**Mandatory**” – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

20. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
21. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
22. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
23. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
24. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements and chooses to procure Products or Services under this Agreement.
25. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
26. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
29. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror

agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

31. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
32. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
33. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
34. “**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

#### PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.ccsdnm.org/Purchasing.aspx>

#### **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 (17) school facilities on separate sites - Kirtland, Shiprock, Newcomb and Naschitti. There are four (4) High Schools, three (3) Middle Schools, and nine (9) Elementary Schools. The District also holds a Warehouse, Administration Building, three (3) Transportation sites, IT office, and One Hundred Twelve (112) Teacher Housing Units. The buildings consist of classrooms, gymnasium, locker rooms, food storage facilities, and concession areas. An attached listing of the square footage of each building is attached to this 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 RFP 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 proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. 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 proposals submitted 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. Contractors 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 RFP 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 Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Central Consolidated Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's

operation shall be repaired and/or restored to their original condition at the Proposer's expense.

**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://insurenwemexico.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**

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Central Schools	May 2, 2022
2. Return Acknowledgement Form for Distribution List	Potential Offerors	May 16, 2022
2. Deadline to Submit Questions	Potential Offerors	May 18, 2022
3. Response to Written Questions	Central Schools	May 20, 2022
<b>4. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>June 7, 2022 @ 3:00 PM MST / MDT</b>
5. Proposal Evaluation	Evaluation Committee	June 8-9, 2022
6. Recommendation to School Board	Central Schools	June 16, 2022
7. Contract Awards	Agency/ Finalist Offerors	June 22, 2022
8. Protest Deadline	SPD	TBD

**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, 2022.

**Return of Acknowledgements of Receipt Form for Distribution List:** Potential Offerors **shall** return the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. **This form must be signed by an authorized representative of the organization and delivered to the Procurement Officer.** The procurement distribution list will be used for the distribution of important information regarding this procurement. Offeror’s organizational name will not appear on the distribution list if this form is not submitted.

**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 18, 2022, 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 Thursday, May 20, 2022.

**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, June 7, 2022. 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 2022-OPT-105.** 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 2022-OPT-105.**

**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, which will entail the final ranking of the offerors, will be submitted to the CCSD School Board by date specified in Sequence of Events. Upon approval the Purchasing Officer shall prepare the Notice of Intent to Award a contract to the Board approved Offeror.

**Issue of Notice of Award:** Upon review and approval of the Evaluation Committee Report, by the Central Consolidated School Board, the awarded contractor(s) will be notified in writing by the Procurement Officer. The Central Consolidated School District will award the contract(s) 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 RFP.

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 decides 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 for all labor and materials necessary to achieve effective Propane services. Service representatives shall make additional visits and treatments as CCSD deems necessary. Such service calls shall be made promptly when requested. All Propane work shall be performed in a safe manner and in accordance with the most modern and efficient services. The awarded contractor will guarantee reasonable deliveries to the satisfaction of CCSD.

**Number of Responses**

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

**Number of Copies**

**Offerors shall submit one (1) original, two (2) identical copies and one (1) identical electronic copy of their proposal on or before the closing date and time for receipt of proposals.**

**Electronic copy is not email; please provide a Jump Drive loaded with our proposal. Faxed copies are not accepted.**

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)**

A. Response to Specifications, including cost information.

Include all areas to be serviced, and it must be returned in a Sealed Envelope.

Provide your fixed costs to provide scheduled Propane services for each building to be serviced on.

Propane Cost Sheet is on is on Page 23.

## **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 RFP 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 Propane Services.

**Building Structure** – Services are to be performed in buildings located at Kirtland, Shiprock, Newcomb and Naschitti, NM. These buildings consist of three high schools, four middle schools, nine

elementary schools, and teacher housing. There are approximately 400 classrooms, portable classrooms, supporting administration buildings and offices, gymnasium locker rooms, food storage facilities and concessions areas, and 112 housing units. The list of location and size of Propane tanks are on Page 35.

- 1.** The following **terms and conditions** are in addition to the applicable standard terms and conditions listed previously.
  - A. Through written documentation, the Offeror must be able to demonstrate that it has all of the required licenses and certifications required to provide any/all of the products, materials and supplies and to perform the service to Central Consolidated School District No. 22 requested herein.
  - B. The Offeror will employ and/or contract only with licensed personnel who have the proper licenses and registrations to deliver propane fuel.
  - C. All products and service to Central Consolidated School District No. 22 category must be industrial grade and quality while meeting and/or exceeding, complying and conforming to all federal, state, local and industry standards, codes, regulations and best practice.
  - D. The Offeror must provide all required MSDS sheets to Central Consolidated School District No. 22 for their records.
  - E. The Offeror must be willing and able to comply and conform with the following items and conditions relating to obtaining and delivering propane fuel

## **2. General Requirements**

- A. Central Consolidated School District No. 22 does not own the tanks nor do we pay lease/rent for the current tanks which are in place at this time. Offeror will need to install Suitable tanks that will vary in size; Offeror will be responsible for obtaining any and all permits that are required for installation of tanks. Tanks will be provided and installed at the expense of the Offeror. Offeror will with the current vendor (should current vendor not be awarded contract), and district Maintenance Supervisor and staff to schedule delivery and initial set up. Change out of tanks must be completed, without interruption of critical services, by the beginning of the current school year (August 1, 2022). Tanks will be filled on an as-needed, requested basis, or using a smart fill system and the Offeror will establish a schedule and method with the Central Consolidated School District.
- B. The quantities of fuel supplied to the individual facilities will be based on actual supply volumes provided. Actual usage will vary with weather conditions and facility usage. The Offeror will need to coordinate with the Central Consolidated School District No. 22 to ensure adequate supplies are on hand to meet the needs of the individual facilities. List the Offeror's primary propane supply source and any backup facilities if available.
- C. Transportation and delivery charges are based on the location of the production or storage plant and their proximity to each tank location. The Offeror must describe within its response how these charges are determined and calculated, and the location from which the propane will be picked up.
- D. Fuel shall be delivered and placed into tanks as called for by CCSD.
- E. Offeror delivery personnel shall inspect all tank fittings, gauges, and other parts of each tank before filling, and make all of necessary repairs before filling. Offeror will follow up with written notice to CCSD of the findings, along with solutions to resolve the issue.
- F. Invoicing of propane delivered will be submitted to CENTRAL CONSOLIDATED SCHOOL

DISTRICT NO. 22., together with a copy of the required documentation noted previously, and the location of the tank, its serial number, the tank level before filling and after filling, the amount of fuel dispensed in tank, the extended price tallied on the ticket and the total amount charged for that delivery. A copy of each delivery ticket will be signed off by the Central Consolidated School District No. 22 representative.

- G. The Offeror will comply with and conform to all federal, state and local requirements governing the provision and delivery of propane fuel.
- H. The Offeror's price shall not include any state and federal taxes. Any applicable taxes shall be included as a separate item charge on the billing invoice for Central Consolidated School District No. 22.

### **3. Quality Control**

- A. Determining and accepting the quality and compliance of product offered under this solicitation will be the responsibility of the CCSD. CENTRAL CONSOLIDATED SCHOOL DISTRICT NO. 22 reserve the right to sample delivered fuel for quality control or testing purposes. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - 1). Independent laboratory tests may be made from samples taken at a delivery destination. The CCSD shall select the testing laboratory.
  - 2). If the results of such test and analysis reveal the samples submitted meet the technical specifications of the product ordered, the CCSD will bear the cost of such test and analysis.
  - 3). If the results of such test and analysis reveal the samples submitted do not meet the technical specifications of the product ordered, the cost of such tests and analysis shall be paid for by the contractor. The contractor will make satisfactory adjustments for all products delivered, which do not comply with the technical specifications of the products ordered.
  - 4). The selected testing laboratory shall be instructed by the CCSD to furnish the results of the foregoing test and analysis to the contractor and the Central Consolidated School District No. 22
    - a). All products delivered that do not meet specifications of product ordered will be rejected and, when such deliveries are identified and verified by the Central Consolidated School District No. 22, the contractor shall, at its expense, replace all inferior products delivered and return with products meeting the specifications.
    - b). Failure to meet specifications may be cause for termination of the CENTRAL CONSOLIDATED SCHOOL DISTRICT NO. 22contract.
    - c). For all products offered there shall be an implied warranty of merchantability and fitness for an intended use. Any proposal submittals taking exception to this requirement may, at CENTRAL CONSOLIDATED SCHOOL DISTRICT NO. 22' option, be considered non-responsive.

### **4. Delivery**



- A. Equipment and methods utilized to deliver and unload (dispensing system) of fuel must meet and/or exceed any local, state and federal procedures, guidelines and requirements.
- B. The contractor shall coordinate and schedule the location, date, time (delivery window) of the product(s) with the Central Consolidated School District No. 22 at the time of each individual order.
- C. In conjunction with the Central Consolidated School District No. 22, the contractor must read each of the tanks before and after each delivery to verify delivery load.
- D. The contractor must be able to produce duplicate delivery tickets, both to be signed at completion of delivery, with one copy left with the Central Consolidated School District No. 22 representative and the duplicate being retained and attached to the contractor's invoice to CENTRAL CONSOLIDATED SCHOOL DISTRICT NO. 22. Delivery tickets (drop tag) must contain the name of the Central Consolidated School District No. 22, the location in which the product was delivered, date and time of delivery, tank size, type and quantity of product delivered and the signature of the CCSD representative receiving delivery, the delivering driver's name and bobtail or truck and trailer delivery.
- E. The contractor shall perform all deliveries to Central Consolidated School District No. 22 locations in a safe and professional manner. All contractors' equipment shall be in good working order and all personnel shall be qualified and trained in safety matters to preclude accidents endangering personnel and property.
- F. Once a Central Consolidated School District No. 22 has engaged the contractor to deliver fuel products to a designated location, the contractor is responsible for making the necessary inquiries and investigations to ascertain the type of fuel facilities being delivered to, the types of tanks to be filled and the physical site conditions and work environment) to ensure a safe and successful delivery.
- G. The contractor shall coordinate with the Central Consolidated School District No. 22 to ensure that fuel deliveries are made as often as needed to meet the CCSD's needs.

**5. Spillage:**

- A. All spillages must be corrected on an immediate basis to the satisfaction of the Central Consolidated School District No. 22. All associated cost including materials and labor shall be borne by the vendor. Damage resulting from a spillage shall be the responsibility of the vendor.
- B. The vendor shall immediately notify the below-listed office of all spillages:
  - 1) New Mexico Environment Department
  - 2) For emergencies, call 505-827-9329 twenty-four hours a day.
    - b). For non-emergencies, call 866-428-6535 (voice mail, twenty-four hours a day).
    - c). For non-emergencies, and to reach an on-duty NMED staff member during normal business hours, call 505-476-6000.
  - 3) Central Consolidated School District, Cell 505.258.6211 on call working Foreman.

**6. Bonding, Insurance, Claims, Suits, and Disputes**

- A. Provide with this RFP a Certificate of Insurance maintaining all necessary insurance coverage in amounts required by law with coverage such as, but not limited to, \$5,000,000 minimum general liability, workmen's compensation coverage for liability, vehicle and property damage. CCSD is not asking you to acquire additional or special insurance for this contract. CCSD needs proof that you are insured. Before any work can commence, you must provide a certificate that names CCSD

as a certificate holder. Normally, this is a free service provided by an insurance company.

- B. Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
- C. Has your company filed any lawsuits or requested arbitration with regard to any supply contracts within the last ten (10) years?
- D. If the answer to items 2). or 3). above is yes, please provide complete details, including, but not limited to:
  - 1. Name and location of owner
  - 2. Name and location of the product or services provided.
  - 3. Nature of and amount in dispute.
  - 4. Forum in which dispute was presented, that is, AAA arbitration; mediation; district court (state, file name, and number).
  - 5. Manner in which dispute was resolved.
- E. Within the last ten (10) years, has your firm had any business, trade or contracting licenses suspended or revoked? If yes, give complete details.
- F. Within the last ten (10) years, has your company been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: environmental law or regulation; law banning workplace discrimination; law governing wages, hours, labor or employment standards; conduct of occupations; law governing professions or regulated industries; or any other law which would reflect, if convicted, a lack of business integrity or honesty? If yes, give complete details.
- G. Within the last ten (10) years, has your company had a tax lien filed against it by any taxing authority? If yes, provide the following: when, by what tax authority and has the lien been released. If no, describe action our company has taken with respect to the lien.
- H. Within the last ten (10) years, has your company been debarred from bidding on or performing work for any public agency (federal, state or local public body) as a contractor or subcontractor? If yes, provide complete details, including actions your company has taken to prevent such debarment in the future.
- I. Within the last ten (10) years, has your company been the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceeding? If so, please state the case name(s) and court file number of each proceeding, the nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding.
- J. This is an RFP and, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. Products and services offered herein must be of good sound quality, have good durability/performance life and stand up to public use. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone
- K. In comparing previous contracts your organization has completed, do you see any areas where your organization possesses experience, production or service facilities, personnel or other service reputation that should be considered with your ability to provide on-time quality products and services for CCSD educational institutions? If yes, fully describe these attributes and resources and how they are utilized to benefit the owner's projects.
- L. It has been CCSD' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to CCSD that it knows will not meet the

CCSD needs? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in RFP 2022-OPT-105?

- M. Name your key sales people who will be assigned to this contract and provide a brief description of each person's qualifications that includes title, work experience, educational background and related skills.
- N. Within your response to this solicitation, you will indicate which of the CCSD required pricing methodologies and formats your firm will utilize to submit and process orders under this solicitation.
- O. Describe your firm's abilities to comply with these requirements on an ongoing basis and the processes and procedures to be utilized and, if applicable, the timelines that will be needed to assure the ordering and invoicing process, along with the pricing
- P. Central Consolidated schools may extend the contract for 4 years. With the option of re-negotiating the price for each year. Pursuant to 13-1-152: Should funds not be appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be cancelled.

## **QUALIFICATIONS**

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

All proposals must contain answers or responses to the requested information listed below. Any Offeror failing to respond completely may be considered non-responsive. One essential part of the evaluation process is for the evaluator(s) to have current and accurate information about the company being evaluated. For the evaluator(s) to know if the response being read is within the capacity and capability of the Offeror, factual information about the Offeror is vital. After the evaluation process is finished and a contract is awarded, the information may be provided to the CCSD Member and Participating Entity considering utilizing the Offer's CCSD contract. This is your opportunity to present your company to the evaluator(s).

- A). Provide documentation and information as requested relating to the history of your company that includes its philosophy of doing business, it's background, expertise, experience, past performance and ability to provide the products and services proposed herein. If Offeror's company is a national company, this information should relate to the Offeror's local facility.
- B). Organization
  - 1. How many years has your organization been in business as a Supplier/ Contractor?
    - a. If you are offering services to CCSD, state the qualifications of your service staff. If Offeror's company is a national company please provide the qualifications of the local facility.
    - b. Provide the name, title, qualifications and experience of the key local people who will support this contract.
      - (1). Describe your service facilities in terms of square feet, service equipment, number of locally domiciled technicians, inventory in stock and service response time.
- C). Licensing
  - 1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
  - 2. List jurisdictions in which your organization's partnership or trade name is filed.
- D). Experience and Past Performance

1. List the categories of work that your company normally performs with its' own forces.
2. Provide a complete list of contracts, over \$25,000, which your company had or has in progress, as of January 1, 2021, giving the name of public entity, contract amount and contract term. Please state the total worth of all contracts in progress and under contract as of January 1, 2022.
3. For the last ten (10) years, list all projects in which your company failed to complete a contract by the date agreed to by all parties.
4. In the last ten (10) years, has your company provided any extended warranties or supply obligations and not been able to fulfill to the public entity satisfaction? If yes, for each, include the following information:
  - a. Describe the issues.
  - b. Contract.
  - c. Public Entity.
  - d. Type of warranty coverage.
  - e. Reason for inability to resolve, such as owner not fulfilling obligations.

#### **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***

<b>Evaluation Criteria</b>	<b># of Points</b>
Capacity and Capabilities of the business to perform the work.	20
Experience and knowledge of personnel involved in projects within an educational setting.	20
Qualifications including meeting scope of work, understanding of work, safety and reporting requirements. Response time to emergencies.	25
Familiarity with the district, including locations of sites and equipment.	15
References	10
<b>Evaluation Criteria Total Points</b>	<b>90</b>
<b><i>COST: Part Two Evaluation Criteria</i></b> (TO be evaluated only upon completion of Part 1)	10
<b>Evaluation Criteria and Cost Total Points</b>	<b>100</b>
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
<b>Total Possible Points</b>	<b>100-110</b>

**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.

**Central Consolidated School District  
Propane Service  
RFP 2022-OPT-105**

Propane / Butane HD5 Grade: Cost Sheet

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

A. Response to Specifications, including cost information.

Include all areas to be serviced, and it must be returned in a Sealed Envelope.

Provide your fixed costs to provide scheduled Propane services for each building to be serviced on.

**Pricing may be either a firm per gallon price for the year and/or a cost plus per gallon.**

Price of HD5 Grade Propane Year One 2022/2023 \_\_\_\_\_ including any/all installation charges.

Price of HD5 Grade Propane Year Two 2023/2024 \_\_\_\_\_

Price of HD5 Grade Propane Year Three 2024/2025 \_\_\_\_\_

Price of HD5 Grad Propane Year Four 2025/2026 \_\_\_\_\_

Option to re-negotiate pricing each year which may commence in May of the previous year looking to set in best price due to market pricing.

Yes \_\_\_\_\_

No \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**APPENDIX A**  
**ACKNOWLEDGMENT OF RECEIPT FORM**

**Propane Service**  
**RFP 2022-OPT-105**

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 June 7, 2022. 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](mailto: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**

**Propane Service**  
**RFP 2022-OPT-105**

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**

**Propane Service  
RFP 2022-OPT-105**

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 June 7, 2022 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://insurenemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D**  
CENTRAL CONSOLIDATED SCHOOL DISTRICT #22  
**Propane Service**  
**RFP 2022-OPT-105**

**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  
RFP 2022-OPT-105**

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**

**Propane Service  
RFP 2022-OPT-105**

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

**Propane Service  
RFP 2022-OPT-105**

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TIME: 3:00 PM  
DATE: June 7, 2022  
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.

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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**  
**Propane Service**  
**RFP 2022-OPT-105**

**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 Veteran 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.

## LIST OF PROPANE TANKS

Please see the following list of tanks that are presently used but not owned by Consolidated Schools. The company to whom this RFP is awarded to will need to replace the following list of tanks. The company who owns the current tanks will need to remove tanks if not awarded contract. The company who now owns the tanks, and if not awarded the contract must work with new company to trade out tanks in a 30-day period. Beginning the day after the board approval of said contract.

<b>SCHOOLS</b>	
<b>LOCATION</b>	<b>CAPACITY</b>
NEWCOMB MIDDLE	14500
NWECOMB HIGH	12000
NEWCOMB HIGH	500
NEWCOMB ELEMENTARY	12000
NEWCOMB ELEMENTARY	6000
NASCHITTI	1000
OJO AMARILLO	5000
<b>PORTABLES</b>	
NEWCOMB HIGH	1000
NEWCOMB ELEMENTARY	500
OJO AMARILLO	1000
EVA B STOKLEY/SHIPROCK	1000
<b>NEWCOMB HOUSING</b>	
UNIT No.	
831 & 832	500
833 & 834	500
835 & 836	500
837 & 838	500
825	500
826	500
824 & 829	500
812 & 813	500
830	500
827	500
828	500
800 THRU 807	1250
866 THRU 870	1000
820 & 821	500

818 & 819	500
814 & 815	500
<b>NASCHITTI HOUSING</b>	
900 THRU 903	(2)-1000
AND 908,909,910	1000
904 THRU 907	1000
TOTAL OF 3 TANKS.	
<b>NEWCOMB MAINTENANCE</b>	500
OLD NES TRAILER PARK	6000
KHS VO AG	500
KIRTLAND ELEMENATARY	500
KIRTLAND HIGH	1000
KIRTLAND HIGH	500
<b>SCHOOLS</b>	
<b>LOCATION</b>	<b>CAPACITY</b>
NEWCOMB MIDDLE	14500
NEWCOMB HIGH	12000
NEWCOMB HIGH	500
NEWCOMB ELEMENTARY	12000
NEWCOMB ELEMENTARY	6000
NASCHITTI	1000
OJO AMARILLO	5000
<b>PORTABLES</b>	
NEWCOMB HIGH	1000
NEWCOMB ELEMENTARY	500
OJO AMARILLO	1000
EVA B STOKLEY/SHIPROCK	1000
<b>NEWCOMB HOUSING</b>	
UNIT No.	
831 & 832	500
833 & 834	500
835 & 836	500
837 & 838	500
825	500
826	500

824 & 829	500
812 & 813	500
830	500
827	500
828	500
800 THRU 807	1250
866 THRU 870	1000
820 & 821	500
818 & 819	500
814 & 815	500
<b>NASCHITTI HOUSING</b>	
900 THRU 903	(2)-1000
AND 908,909,910	1000
904 THRU 907	1000
TOTAL OF 3 TANKS.	
<b>NEWCOMB MAINTENANCE</b>	500
OLD NES TRAILER PARK	6000
KHS VO AG	500
KIRTLAND ELEMENATARY	500
KIRTLAND HIGH	1000
KIRTLAND HIGH	500