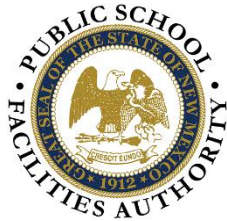




## **Carrizozo Municipal Schools**

P.O. BOX 99, CARRIZOZO, NM 88301  
Phone: (575)648-2348 \* Fax: (575)648-2216

Cody Patterson - Superintendent  
Eli Barela - Principal  
Cathy Barela - Dean of Students



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

1312 Basehart Road SE, Suite 200, Albuquerque, NM 87106 • (505) 843-6272 •  
<https://www.nmpsfa.org>

### **Carrizozo Municipal Schools K-12 Main Building and CTE Building FF&E Request for Proposals RFP No. P21-002 FFE 02-2025**

**Date Issued: June 5, 2025**

**Commodity Codes: 42003, 42008, 42009, 42013, 42084, 42086, 42088, 42503, 42506, 42507, 42520, 42521, 42510, 42541, 42542, 42548, 42579, 42580, 42583**

**Carrizozo Municipal Schools  
K-12 Main Building and CTE Building FF&E  
RFP No. P21-002 FFE 02-2025**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Furniture, Fixtures and Equipment.

## B. BACKGROUND INFORMATION

Construction of a new school facility for the Carrizozo Municipal School District has led to the need for furniture, fixtures and equipment for the new building.

## C. SCOPE OF PROCUREMENT

### General Requirements:

The purpose of this RFP is to establish a contract with a Contractor to provide Furniture, Fixtures and Equipment for the Carrizozo Municipal Schools K-12 Building. The school is approximately 55,381 GSF and is designed for the needs of 163 students. Items will need to meet all specifications listed and Contractor will need to be able to deliver and install items where needed.

## D. PROCUREMENT MANAGER

Carrizozo Municipal School has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Cody Patterson Procurement Manager  
Telephone: (575)-808-0587  
Email: cody.patterson@carrizozogrizzlies.org

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other District, State employees or Evaluation Committee members do not have the authority to respond on behalf of the Carrizozo Municipal School District.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## E. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

**Name:** Cody Patterson

**Reference**

**RFP Name:** Carrizozo Municipal Schools

**K-12 Main Building and CTE Building FF&E**

**Address:** Carrizozo Municipal Schools

**800 D Ave.**

**Carrizozo, NM 88301**

## F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the State Agency sponsoring this Procurement.
2. **“ANSI”** means ‘American National Standards Institute’.
3. **“Award”** means the final execution of the contract document.
4. **“BIFMA”** means ‘Business and Institutional Furniture Manufacturers Association’.
5. **“Business Hours”** means weekdays (Monday – Thursday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Close of Business”** means weekdays (Monday – Thursday) 5:00 PM MST/MDT, whichever is in effect on the date given.
7. **“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.
8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contractor”** means any business having a contract with a state agency or local public body.

10. **“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.
11. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. **“District/ School District”** – means the school that is sponsoring this Procurement.
13. **“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.
14. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
15. **“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.
16. **“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.
17. **“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, as explained in Section II.B.8.
18. **“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.
19. **“IT”** means Information Technology.
20. **“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.
21. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
22. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
23. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

24. **“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.
25. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
26. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
27. **“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.
28. **“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.
29. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. **“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.
31. **“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.
32. **“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.

33. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. **“State (the State)”** means the State of New Mexico.
36. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
37. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“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.
39. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. 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 this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc. <https://www.carrizozogrizzlies.org/>,  
<https://www.nmpsfa.org/wordprocess/current-psfa-solicitations/>



## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Carrizozo Municipal Schools	Thursday, June 5, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	Wednesday, June 11, 2025, 5:00 PM MST
3. Deadline to submit Written Questions	Potential Offerors	Wednesday, June 11, 2025, 3:00PM MST
4. Response to Written Questions	Procurement Manager	Wednesday, June 18, 2025, 5:00 PM MST
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>Wednesday, July 2, 2025, 3:00PM MST</b>
6. * Proposal Evaluation	Evaluation Committee	TBD
7. * Selection of Finalists	Evaluation Committee	TBD
8. * Oral Presentation(s)	Finalist Offerors	TBD
9. * Best and Final Offers	Finalist Offerors	TBD
10. * Finalize Contractual Agreements	School District /Finalist Offerors	TBD
11. * Contract Awards	School District / Finalist Offerors	TBD
12. * Protest Deadline	School District	TBD
13. Estimated Installation Timeline (Start to Finish) - Phase One	Dekker, LTD	Monday, April 20, 2026 – Thursday, May 21, 2026
14. Estimated Installation Timeline (Start to Finish) - Phase Two	Dekker, LTD	Tuesday, May 10, 2027 – Thursday, June 3, 2027
15. Estimated Installation Timeline (Start to Finish) – CTE Building	Dekker, LTD	Tuesday, August 25, 2025 – Thursday, September 25, 2025

#### RFP Procurement Manager Contact Information

<b>Name</b>	Cody Patterson
<b>Phone Number</b>	575-808-0587
<b>Email Address</b>	Cody.patterson@carrizozogrizzlies.org
<i>Any inquiries or requests regarding clarification of this RFP document shall be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

### RFP Proposal Submittal Location

Physical Address, for Walk-in Delivery and Carrier Delivery, i.e. UPS, FedEx, etc.	USPS Mailing Address
Carrizozo Municipal Schools 800 D Ave. Carrizozo, NM 88301	Carrizozo Municipal School PO Box 99 Carrizozo, NM 88301
Ensure that the following information is clearly labeled on the <b>sealed package</b> containing the proposal. <b>Please note: if the sealed bid is placed inside a carrier envelope, package or box for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed proposal: (1) Offeror's Business Name (not an individual's name), (2) the RFP number and Title, (3) RFP Due Date and Time.</b>	

### RFP Term

Carrizozo Municipal Schools reserves the right to enter into a **four (4) year contract(s).**

## B. EXPLANATION OF EVENTS

### 1. Issue RFP

This RFP is being issued on behalf of Carrizozo Municipal Schools on June 5, 2025.

### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to [cody.patterson@carrizozogrizzlies.org](mailto:cody.patterson@carrizozogrizzlies.org), to have their organization placed on the procurement Distribution List.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **Wednesday, June 11, 2025, 3:00PM MST/MDT** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### 4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://www.carrizozogrizzlies.org/>, <https://www.nmpsfa.org/wordprocess/current-psfa-solicitations/>

#### 5. Submission of Proposal

Proposals shall be submitted to Carrizozo Municipal Schools in both hard copy and on flash drive electronic formats. (See Section III. Response Format and Organization for further details.) Proposals must be addressed and delivered to the Procurement Manager at the address listed on the RFP Sequence of Events, page 6. Proposals must be sealed and clearly labeled on the outside of the package with the following information: (1) Offeror's business name, (2) the RFP Number, (3) the RFP Title, and (4) RFP due date and time, as specified on the RFP Sequence of Events.

**ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DEADLINE SPECIFIED, THE RFP SEQUENCE OF EVENTS ON PAGE 6 AND AS SPECIFIED BELOW.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be delivered to the following location: Carrizozo Municipal Schools, 800 D Ave., Carrizozo, NM 88301. Allow ample time for entry to the building.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required School District and PSFA signatures on the contract(s) resulting from the procurement have been obtained.

#### 6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Carrizozo Municipal Schools. During the evaluation period, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

#### 7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

#### 8. Oral Presentations

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events,

or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The School District will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's Oral Presentation.

## **10. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, 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, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon receipt of the signed contractual agreement, the School District Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate District and State approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at **5:00 PM MST/MDT** on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Cody Patterson  
Chief Procurement Officer  
800 D Ave., Carrizozo, NM 88301  
cody.patterson@carrizozogrizzlies.org

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the School District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacements for the previously submitted proposal and must be clearly identified as such in the transmittal letter. **The School District personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

### 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the School District. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i., shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** 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 proprietary or confidential materials, the School District shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates the School District to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

## 13. Governing Law

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

#### **14. Basis for Proposal**

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

#### **15. Contract Terms and Conditions**

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

The School District discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the School District (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The School District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the School District and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

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

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

#### **17. Contract Deviations**

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

## **18. Offeror Qualifications**

The Evaluation Committee may 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.

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

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.21. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

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

## **21. Notice of Penalties**

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

## **22. School District Rights**

The School District in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the School District. If the RFP is cancelled, all responses received shall be destroyed by the School District unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made



available to any individual or organization by the contractor without the prior written approval of the School District.

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

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

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

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the School District, the Offeror acknowledges that the version maintained by the School District shall govern. Please refer to:

<https://www.carrizozogrizzlies.org/>,

<https://www.nmpsfa.org/wordpress/current-psfa-solicitations/>

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

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

## **29. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant

Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

### **30. Letter of Transmittal**

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX D), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (EIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix D) will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State Agency, School District or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the School District or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to

the School District or Central Purchasing Officer may terminate the involved contract for cause. Still further the School District or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the School District or Central Purchasing Officer.

### **32. New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.31. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL hard copy in a three-ring binder with tabs delineating each section, and six (6) ELECTRONIC copies of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copies **MUST** be submitted as a USB and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
  - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.7 and detailed in Section II.C.8, Offeror **must** submit:
    - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.37) versions for evaluation purposes; **AND**
    - ONE (1) additional **redacted** (def. Section 1.F.27) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

- b) **Cost Proposals** – One (1) ORIGINAL, (1) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB and CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB**, one (1) **redacted USB**). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

### **1. Proposal Content and Organization**

Proposals must be submitted in two formats: one (1) hard copy in a three-ring binder with tabs delineating each section, clearly labeled ORIGINAL, and six (6) electronic copies of the Hard Copy on USB/flash drive.

Spreadsheets and charts can be in Excel format. If the Excel files are password protected on the electronic copies, the password must be provided in written form with the USB/flash drives. All USB/flash drives must be clearly tagged or labeled with the RFP number and the Offeror's business name.

One (1) electronic copy must contain an exact copy of the hard copy proposal in PDF and Excel formats as applicable, including the Cost Response, and be labeled ORIGINAL (see paragraph III.C.1.). The remaining five (5) USB/flash drives must contain an exact copy of the hard copy proposal, **excluding the Cost Response**. Document formats are to be in PDF and Excel, as they will be given to the evaluation committee members for review and scoring.

The hard copy proposal must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.), with tabs delineating each section, and placed in a small a three-ring binder as needed to contain the proposal. Spiral or comb binding is not acceptable. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this page limitation will be as follows: Table of Contents of the Proposal, Letter of Transmittal, Campaign Contribution Discloser Form, Agency Certification Form, Conflict of Interest/Non-Collusion and Debarment/Suspension Form, Preference Certificate (if applicable), and Acknowledgement of Addendums (if applicable).

**Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Response to Contract Terms and Conditions (from Section II.C.15)
5. Offeror's Additional Terms and Conditions (from Section II.C.16 )
6. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Oral Presentation (if applicable)
  - d. Performance Surety Bond (if applicable)
  - e. New Mexico/Native American Resident Preferences (if applicable)
  - f. Product Submittal
    1. Renderings and plan views for all proposed workstation groups and desk units.
    2. If providing substitution(s) or product(s) not explicitly specified:
      - a. Warranty information
      - b. Construction / durability information
      - c. Images, renderings and/or cut sheets illustrating item to be considered
      - d. Finish samples for any finishes that are not an exact match to what was specified for review. *Physical finish samples must be delivered to the School District by proposal due date.*
    3. Notification of any fabrics that are not "graded-in" to product line and/or not tested and approved on specified product
    4. Proposed order and installation schedule
    5. Warranties for all furniture included in proposal
7. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX C)
 

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Total Cost of Proposal and completion and accuracy of the Cost Response Form. All charges listed on APPENDIX C must be justified and evidence of need documented in the proposal.

  - a. Detailed Pricing: Please provide separate pricing as detailed on the Proposal Form.
    1. Detailed pricing should be organized by code number per the specification sheets.
    2. Pricing not organized by code number will not be reviewed.  
Please provide a total cost per item (along with component costs as necessary) for each code number, as well as extended pricing with quantities.

**DO NOT INCLUDE COST INFORMATION IN THE TECHNICAL PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK

#### General Requirements:

1. The Contractor shall coordinate their work with other critical construction operations through Dekker and the General Contractor. This shall include coordinating locations of wall receptacles and other services during construction so as to avoid conflicts with furnishings.
  - a. **The Contractor is responsible for field verifying all dimensions as they relate to furnishings before order placement.**
  - b. The Contractor shall perform all work in strict compliance with applicable provision of prevailing Local, State and Federal codes and ordinances, including appropriate license laws.
  - c. All products and related components (including fabric) of the furniture shall be available for future ordering and purchase for a period not less than five (5) years after the date of contract completion regardless of if product or component has been cancelled from the manufacturers' standard running product line.
  - d. The Contractor will honor all manufacturers' warranties. Warranties to match specified items and be no less than (10) years on all products, unless noted otherwise in specifications.
  - e. The Contractor is responsible for coordinating with Dekker and the General Contractor on timing of order placement and delivery to ensure products arrive when the site is ready for installation. If construction delays arise after orders are placed and it's necessary to do so, the Contractor is responsible for storage of all product at no cost to the Owner, for a duration no less than 4 weeks.
2. Substitutions
  - a. Specifications detail items to be used as a Basis-of-Design with exception to items labeled 'No Substitutions'. If the Contractor chooses to submit a substitution, the Contractor to submit product deemed as equal to specified product along with justification for equal product. Finishes must match specified products. If submitting a substitution, please include requirements as detailed under submittal section in Proposal Response Format.
  - b. The acceptance of each "equal" product is entirely at the discretion of the School District and PSFA and at the advisement of Dekker and will be evaluated on the basis of structural strength, durability, finish, availability of parts for maintenance and repair, and adherence to the design intent of the project. It must be equal in the arrangement of plan/ layout.
  - c. The Contractor assumes responsibility for, and waives all claims for, additional costs which may subsequently become apparent upon acceptance of the substitution.
3. Pricing
  - a. Provide the most competitive price available. This may include but is not limited to providing pricing for products on purchasing contracts applicable to owner.
  - b. The Contractor to hold bid pricing for 12 months of submission.
  - c. All orders must be placed within 12 months of submission.



- d. Minimize the number of Purchase Orders to what is necessary to provide the specified products and the most competitive pricing.
- e. Owner may choose to value engineer any portion(s) of the package after award, pending the total proposal amount. This may include fabric changes or product deletions as deemed necessary.
- f. If the Owner determines more furnishings are required during the construction process, the Contractor will provide the same cost per item for any additional pieces.

#### 4. Installation

- a. Furniture to be installed in three phases. The Contractor shall coordinate order and delivery dates for each accordingly.
- b. Provide installation for all furniture included in the specifications.
- c. The Contractor(s) shall verify installation details (i.e. shelf heights, dimensioning of placing elements in room) with the owner and Dekker prior to finalizing installation plans.
- d. Installation shall be performed by qualified and factory authorized personnel, with consistent level of quality and attention to detail throughout the installation. All work shall be executed in accordance with factory directive.
  - i. Provide resumes of qualified personnel who will be performing and overseeing the processes outlined in this Scope of Work.
- e. The Contractor shall coordinate and schedule the installation directly through Dekker.
- f. A schedule of installation dates by product manufacturer shall be provided after all orders have been submitted and ship dates acknowledged.
  - i. Quantities of direct ship trucks (if any).
  - ii. The Contractor to schedule truck deliveries with:  
Dwayne Pino, Construction Superintendent  
 Bradbury Stamm Construction  
 dpino@bradburystamm.com
- g. The Contractor shall protect existing building finishes throughout the course of installation. The repair of any building damages caused by the Contractor during the installation will be the responsibility of the Contractor.
- h. The Contractor shall remove all debris from premises upon completion of work each day. Debris to be recycled when possible. The Contractor is responsible for wiping down all surfaces and cleaning the project area before the final punch is performed.
- i. Punch list walk-through shall be conducted at completion of the installation and shall be scheduled with the owner and Dekker in advance.
  - i. Missing and warranty items must be addressed and ordered at the completion of each punch list issued.
- j. In the event construction delays after orders are placed, the Contractor to provide storage for all furniture for no less than 4 weeks.

#### 5. Payment

- a. The Contractor is responsible for meeting Carrizozo Municipal Schools invoicing process and requirements.
  - i. Invoices should be submitted to:  
 Attn: Cody Patterson, Superintendent  
 Carrizozo Municipal Schools

CC: Jim Hill, Regional Project Manager  
PSFA  
jhill@nmpsfa.org

Invoices must be submitted following the receipt of product in good condition and punch list walk-through.

- ii. Invoices must reference the Purchase Order number, or they will be returned to the Contractor unpaid.

6. The Contractor Requirements

- a. The Contractor is to possess the necessary equipment, financial resources, technical resources, management, professional and craft personnel resources and other required capabilities to successfully perform the contract.
- b. Contractor to have successfully completed (3) projects of similar scope and complexity in previous (2) years and be able to provide references.
- c. The Contractor is required to have proof of general liability insurance and if needed to meet school standards.
- d. The Contractor is required to have automobile liability insurance. Both the School District and the Public Schools Facility Authority (PSFA) to be listed as additional insured and subrogation waiver applied.

## B. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Furniture, Fixtures and Equipment. All Furniture, Fixtures and Equipment provided to private sector will also be considered;
- b) provide a detailed resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel identified as executive leadership and those directly involved in the project's management, installation, and long-term client service. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and identification of primary point of contact.
- c) describe at least two project successes and failures of Furniture, Fixtures and Equipment. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

Evaluation Committee will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate the evaluators.

Proposals will be scored based upon comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

<b>EVALUATION FACTORS</b>		<b>POINTS AVAILABLE</b>
1.	Company Experience and Staff Qualifications	35 Points
2.	Customer Service and References	10 Points
3.	Description of Work Products	15 Points
4.	Capacity and Capability	15 Points
5.	Cost	25 Points
<b>Total Maximum Allowable Evaluation Factor Points</b>		<b>100 POINTS</b>
	New Mexico Resident Preference or Native American Resident Business Preference, if applicable	8 Points
	New Mexico Resident Veteran Preference or Native American Resident Veteran Business Preference, if applicable	10 Points
	Interview, if applicable	50 Points
<b>Total Points Possible</b>		<b>100 – 160 POINTS</b>

## B. EVALUATION FACTORS

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

$$\frac{\text{Lowest Responsive Offer Cost Proposal}}{\text{This Offeror's Cost Proposal Points}} \times 25 = \text{Award}$$

### Evaluation Process

The evaluations process will follow the five steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory 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 as specified in Section II.B.6. Proposal Evaluation.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.C.18 Offer Qualifications.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the School District, taking into consideration the evaluation factors in Section V and successful negotiations, will be recommended for contract award as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations, responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors.
5. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.
6. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a first-place tie:

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

A tie for first, at the end of the final rankings after the completion of short listing

and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Procurement Manager.

# APPENDIX A

## REQUEST FOR PROPOSAL

**Carrizozo Municipal Schools  
K-12 Main Building and CTE Building FF&E  
RFP No. P21-002 FFE 02-2025**

### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

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

#### **Submit Acknowledgement of Receipt Form to:**

To: Cody Patterson

E-mail: [cody.patterson@carrizozogrizzlies.org](mailto:cody.patterson@carrizozogrizzlies.org)

Subject Line: **Carrizozo Municipal Schools**

**K-12 Main Building and CTE Building FF&E**

**RFP No. P21-002 FFE 012024**

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

**“Campaign 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 federal, 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.



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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
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)

\_\_\_\_\_  
Offeror Business Name

## APPENDIX C

### COST RESPONSE FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive. **May also include hourly rates if you anticipate work needing to be done other than goods provided.**

LABEL	QUANTITY	COST PER ITEM	EXTENDED COST
A01a			
A01b			
A01c			
A01d			
A02			
A03a			
A03b			
A04			
A05			
A06			
A07			
A08a			
A08b			
A09			
A10			
A10a			
A10b			
A11			
A12a			
A12b			
A13			
A14			
A15			
A16			
C01a			
C01b			
C01c			
C02			
C03a			
C03b			
C04			
C05a			
C05b			
C06			
C07			
D01a			
D01b			
D01c			

D01d			
D02a			
D02b			
D02c			
D02d			
D02e			
D03			
D03a			
D03b			
D04a			
D04b			
L01			
L02			
L03			
S01			
S02			
S03a			
S03b			
S03c			
S04			
S05			
T01a			
T01b			
T01c			
T02			
T03			
T04			
T05			
T06			
T07			
T08a			
T08b			

Product Cost:	
Freight/Delivery:	
Installation:	
<b>Total Cost of Proposal:</b>	

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

The following items **MUST** have a response, failure to respond to all areas will result in your proposal being deemed non-responsive.

**1. Identity Business Name and Physical Address of the Offeror organization:**

Offeror Business Name	
Physical Address	
City, State, Zip Code	

**2. Offeror's Business Mailing Address if different than above:**

Offeror Business Name	
Mailing Address	
City, State, Zip Code	

**3. For the Person authorized by the organization to contractually obligate the organization:**

Name	
Title	
Email Address	
Telephone	

**4. For the person authorized to negotiate the contract on behalf of the organization:**

Name	
Title	
Email Address	
Telephone	

**5. For the person to be contacted for clarifications:**

Name	
Title	
Email Address	
Telephone	

On behalf of the Offeror named in Item 1, the authorized Signatory named in Item 3 above commits and accepts the items below.

- Offeror will comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
- Offeror accepts all Terms and Conditions governing this Procurement.
- The submission of Offeror's proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- Offeror acknowledges receipt of any and all addendum/amendments to this RFP.
- Offeror hereby certifies it meets all requirements of financial viability, responsibility and resources to complete all proposed activities within the period of performance as detailed in this RFP.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*(Must be signed and dated by the person identified in Item #3, above.), above.)*

## **APPENDIX E**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

Carrizozo Municipal Schools, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Cody Patterson by Wednesday, July 2, 2025, 3:00P MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # P21-002 FFE 02-2025**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the District, Carrizozo Municipal Schools via e-mail at:

Name: Cody Patterson  
Email: cody.patterson@carrizozogrizzlies.org

Forms must be submitted no later than Wednesday, July 2, 2025, 3:00P, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the School District **Procurement Manager** at (575)-808-0587 or cody.patterson@carrizozogrizzlies.org. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Description for the project you're providing a reference</b> (i.e. quality of installation, dealing with issues during production, communicating schedules, safety and care of building during install, expediency of dealing with punch list items after install, warranty service);	

QUESTIONS:

1. In what capacity have you worked with this Vendor in the past?  
COMMENTS:
  
  
  
  
  
  
  
  
  
  
2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
  
  
  
  
  
  
  
  
  
3. How would you rate the Vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
  
  
  
  
  
  
  
  
  
4. What is your level of satisfaction with hard-copy materials produced by the Vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  
COMMENTS:
  
  
  
  
  
  
  
  
  
  
5. How would you rate the dynamics/interaction between Vendor personnel and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who are/were the Vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the Vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this Vendor's services are/were you most satisfied?  
COMMENTS:

9. With which aspect(s) of this Vendor's services are/were you least satisfied?  
COMMENTS:

10. Would you recommend this Vendor's services to your organization again?  
COMMENTS:



**APPENDIX F: CONFLICT OF INTEREST, NON-COLLUSION AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**CONFLICT OF INTEREST**

As utilized herein, the term “Contractor” shall mean that entity submitting a proposal to New Mexico Public School Facilities Authority in response to the above referenced bids/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 District (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Contractor or in the proposed transaction. Contractor neither employs, nor is negotiating to employ, any District employee, board member or close relative, with the exception of the person(s) identified below. Contractor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify the legislator: \_\_\_\_\_ . List below the name(s) of any District employee, board member or close relative who now or within the preceding 12 months (1) works for the Contractor; (2) has an ownership interest in the Contractor (other than as an owner of less than 1% of Contractor’s stock, if Contractor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Contractor; (4) has received grant, travel, honoraria or other similar support from Contractor; or (5) has a right to receive royalties from the Contractor.

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does Contractor agree?

**YES – Initials of Authorized Representative of Contractor:** \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Contractor 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 Contractor agrees to provide immediate notice to District’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION, 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 Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

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

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

## APPENDIX G: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____
ADDENDUM #:	_____	DATE:	_____	AMENDMENT #:	_____	DATE:	_____

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

## **APPENDIX H: SAMPLE AGREEMENT**



### **Carrizozo Municipal Schools**

P.O. BOX 99, CARRIZOZO, NM 88301  
Phone: (575)648-2348 \* Fax: (575)648-2216

Cody Patterson - Superintendent  
Eli Barela - Principal  
Cathy Barela - Dean of Students

**Agreement No.** \_\_\_\_\_

THIS AGREEMENT is made by and between the Carrizozo Municipal Schools, hereinafter referred to as the “Owner,” and [name of contractor], hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties.”

WHEREAS, all terms and conditions of the RFP [number and name] and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFOR, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

#### **1. Scope of Work**

- 1.1 The Contractor shall perform the work as described in **the Scope of Procurement**, on an as needed basis, pursuant to the submission and approval of their submitted proposal to be completed per project. The Contractor shall furnish all expertise, labor, and resources.

#### **2. Compensation**

- 2.1 The Contractor shall be compensated in full payment for services satisfactorily performed according to the labor rates in the Work Order. Contractor shall be reimbursed for the printing costs of the final reports.
- 2.2 Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice.
- 2.3 Payment will be made to the Contractor’s designated mailing address. In accordance with NMSA 1978, § 13-1-158, payment shall be tendered to the Contractor within thirty (3) days of the date of written certification of acceptance.
- 2.4 All Payment Invoices **MUST BE** received by the PSFA no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

- 2.5 The Contractor shall be reimbursed by the School District for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number. Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the PSFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations, and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

### **3. Term**

- 3.1 This Agreement shall begin on the date approved by the School District and shall end on [date] unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The School District reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

### **4. Termination**

- 4.1 Grounds. The School District may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- 4.2 Notice: The School District Opportunity to Cure.
- 4.2.1. Except as otherwise provided in subparagraph A of this Clause and the Appropriations Clause of this Agreement, the School District shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 4.2.2. Contractor shall give the School District written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all School District's material breaches of this Agreement upon which the termination is based and (ii) state what School District must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the School District does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the School District does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 4.2.3 Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the School District; (ii) if, during the term

of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

#### 4.3 Liability.

- 4.3.1 Except as otherwise expressly allowed or provided under this Agreement, the School District's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PSFA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

### 5. Appropriations

- 5.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the School District to the Contractor. The School District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the School District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

### 6. Status of Contractor

- 6.1 The Contractor and its agents and employees are independent contractors performing professional or general services for the School District and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### 7. Conflict of Interest; Governmental Conduct Act

- 7.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

- 1.2 The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 7.2.1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
  - 7.2.2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
  - 7.2.3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
  - 7.2.4 this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
  - 7.2.5 in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
  - 7.2.6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- 7.3. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the School District relied when this Agreement

was entered into by the Parties. Contractor shall provide immediate written notice to the School District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the School District and notwithstanding anything in the Agreement to the contrary, the School District may immediately terminate the Agreement.

- 7.4. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

## **8. Amendment**

- 8.1. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties hereto and all other required signatories.
- 8.2. If the School District is to propose an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

## **9. Merger**

- 9.1 This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **10. Penalties for violation of law.**

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

## **11. Equal Opportunity Compliance.**

- 11.1 The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected

to discrimination under any program or activity performed under this Agreement. If Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

## **12. Workers Compensation**

12.1 The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the School District.

## **13. Applicable Law**

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

## **14. Records and Financial Audit**

14.1 The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the School District, the Department of Finance and Administration and the State Auditor. The School District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the School District to recover excessive or illegal payments.

## **15. Invalid Term or Condition**

15.1 If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

## **16. Enforcement of Agreement**

16.1 A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

## **17. Non-Collusion**

17.1 In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with



this offer submitted to the School District.

## **18. Notices**

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

18.1.1 To Carrizozo Municipal Schools:

Name

Title

Address

18.1.2 To the Contractor:

Name

Title

Address

## **19. Succession**

19.1 This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

## **20. Headings**

20.1 Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

## **21. Default/Breach**

21.1 In case of Default and/or Breach by the Contractor, for any reason whatsoever, the School District may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the School District may also seek all other remedies under the terms of this Agreement and under law or equity.

## **22. Equitable Remedies**

22.1 Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the School District irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the School District, and the Contractor consents to the School District's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The School District's rights to obtain equitable relief pursuant to this Agreement shall be in addition

to, and not in lieu of, any other remedy that the School District may have under applicable law, including, but not limited to, monetary damages.

### **23. Indemnification**

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

### **24. Insurance**

24.1. Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the School District as an additional insured.

24.2 Workers Compensation (including accident and disease coverage) at the statutory limit.  
Employer's liability: \$100,000.

24.3 Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- Property damage or combined single limit coverage: \$1,000,000.
- Automobile liability (including non-owned automobile coverage): \$1,000,000.

24.4 Contractor shall maintain the above insurance for the term of this Agreement and name the School District as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also

specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **25. Assignment**

- 25.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the School District.

## **26. Subcontracting**

- 26.1 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the School District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the School District.

## **27. Release**

- 27.1 Final payment of the amounts due under this Agreement shall operate as a release of the School District from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

## **28. Confidentiality**

- 28.1 Any Confidential Information provided to the Contractor by the School District or, developed by the Contractor based on information provided by the School District in the performance of this Agreement 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 School District. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the School District within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the School District will result in direct, special, and incidental damages.

## **29. Contractor Personnel**

- 29.1 Key Personnel. Contractor's key personnel shall not be diverted from those designated in the Work Order without the prior written approval of the School District. Key personnel are those individuals considered by the School District to be mandatory to the work to be performed under this Agreement.
- 29.2 Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the School District. For all personnel, the School District reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to School District approval. The School District, in its sole discretion, may approve

additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The School District reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the School District, meeting the School District's expectations.

### **30. Incorporation by Reference and Precedence**

- 30.1 If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any School District response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.
- 30.2 In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Work Orders, (2) amendments to the Agreement in reverse chronological order, (3) the Agreement, including the scope of work and all terms and conditions thereof, (4) the request for proposals, including attachments thereto and written responses to questions and written clarifications, (5) the Contractor's best and final offer if such has been made and accepted by the School District, and (6) the Contractor's response to the request for proposals.

### **31. Product of Service – Copyright**

- 31.1 All materials developed or acquired by the Consultant under this Agreement shall become the property of the School District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant.

### **32. Invalid Term or Condition**

- 32.1 If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

### **33. Authority**

- 33.1 If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that they have the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**CONTRACTOR**

**[Business Name]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

CONTRACTOR NM TAX ID Number: \_\_\_\_\_

**OWNER**

**Carrizozo Municipal Schools**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_