

ROSWELL INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS (RFP) 24-03

MATERIALS, SOIL, & CONSTRUCTION MATERIALS SERVICES



**Advertise/Issue Date
September 29, 2023**

**Proposal Due
October 27, 2023 at 2:00 p.m.**

**Chris Thweatt
Chief Procurement Officer
(575) 627-2528
cthweatt@risd.k12.nm.us**

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I. INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The Roswell Independent School District (RISD) is soliciting competitive sealed proposals from qualified distributors/suppliers to provide Materials, Soil, and Construction Materials Services for the school district.

A. SCOPE OF SERVICES

This RFP is intended to solicit responses from qualified vendors that will assist the district in conducting manufacturer negotiations and provide technical assistance for the purchase of Materials, Soil, and Construction Materials Services.

B. SCOPE OF PROCUREMENT

This procurement is intended to cover Materials, Soil, and Construction Materials Services.

The duration of the contract resulting from this RFP shall be one (1) year from the date of award. The district reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis for up to three (3) additional years. Under no circumstances will the term of this contract, including all renewals thereof, exceed a total for four (4) years in duration.

C. PROCUREMENT MANAGER

The Roswell Independent School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement who name, address and telephone number is listed below.

Chris Thweatt, Chief Procurement Officer
Roswell Independent Schools
300 N. Kentucky
Roswell, NM 88201
(575) 627-2529
cthweatt@risd.k12.nm.us

All deliveries via express carrier should be addressed as follows:

Roswell Independent School District
Attn: Chris Thweatt
RFP 24-03 Materials, Soil, and Construction Services
300 N. Kentucky, Room 201
Roswell, NM 88201

Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. **Proposers may contact ONLY the Chief Procurement Officer regarding this solicitation.** Other District employees do not have the authority to respond on behalf of the District. Any contact with a district department or employee may automatically result in rejection of any proposal. Any other communication will be considered unofficial and non-binding. Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.

D. DEFINITION OF TERMINOLOGY

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

“**Award**” means the final execution of the contract document.

“**Agency**”, “**RISD**”, “**District**”, “**Owner**”, or “**Purchasing Agency**” means the Roswell Independent School District.

“**Chief Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Confidential**” means confidential financial information concerning Proposer’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45.

“**Contract Administrator**” means the individual designated by the agency to administer the contract after it has been executed.

“**Contract**” or “**Agreement**” means a written agreement for the procurement of items of tangible personal property or services

“**Contract Documents**” means any one, or combination of the following documents: Agreement Between the Owner and the Contractor, General Conditions of the Contract and Specifications.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**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.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**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.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Proposers’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means a Proposer 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.

“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 will result in the rejection of the Proposer’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Proposer” is any person, corporation, or partnership who chooses to submit a proposal.

“Purchase Order” or **“PO”** means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

“Procurement Manager” means the person or designee authorized by the District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in [Section II.C.8](#) of this RFP blacked out BUT NOT omitted or removed.

“Resident Business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978 but does not include a resident veteran business.

“Resident Veteran Business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Proposer” means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal 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.

“Sealed” means 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 District reserves the right 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 Chief Procurement Officer. By submitting a proposal, the Proposer agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

“Services” has the meaning set forth in the Agreement or, if not defined in the Agreement, means the professional, technical, application, business or other services performed by the Service Provider for RISD or its constituents on the behalf of RISD.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Proposers’ company.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Proposer would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

E. PROCUREMENT LIBRARY

A procurement library has been established. Proposers are encouraged to review the material contained in the Procurement Library by entering the link below into the browser on a computer. The library contains information listed below:

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>

Roswell Independent Schools RFP Documents:

https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Date
1. Issue RFP	District	September 29, 2023
2. Deadline to submit Questions	Potential Proposers	October 9, 2023 at 5:00 p.m. local time
3. Response to Written Questions	Chief Procurement Officer	October 11, 2023 at 5:00 p.m. local time
4. Deadline Last Addenda	District	October 13, 2023 at 5:00 p.m. local time
5. <i>Submission of Proposal</i>	<i>Potential Proposers</i>	October 27, 2023 at 2:00 p.m. local time
6. Proposal Evaluation	Evaluation Committee	TBD
7. Issue Notice of Intent to Award	District/ Finalist Proposer	Estimated November 14, 2023

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Roswell Independent School District as indicated in; Section II. Conditions Governing the Procurement, Sequence of Events.

2. Pre-Proposal Conference

A pre-proposal conference will not be held.

3. Deadline to Submit Written Questions

Potential proposers may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until the date and time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I. 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 written questions will be posted to:

https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp

5. Deadline for Release of Final Addenda

Issuance of the final addenda shall be provided by the District as indicated in Section II A. sequence of events.

The Roswell Independent Schools accepts no responsibility for a prospective proposer not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Proposer to monitor the Roswell Independent Schools' website to obtain RFP addenda or other information relating to the RFP. The website address is: https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp.

6. Submission of Proposal

ALL PROPOSER PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE AND TIME AS INDICATED IN THE SEQUENCE OF EVENTS. ***Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I.C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP #24-03 Materials, Soil, and Construction Materials Services.**

Proposals submitted by facsimile, or other electronic means will not be accepted.

Proposals shall not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and a witness. A public log will be kept of the names of all organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential proposers 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 signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An evaluation committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events. During this time, the Chief Procurement Officer may initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the proposers.**

The evaluation committee shall consist of at least three persons appointed by the Chief Procurement Officer. The team should collectively possess expertise in the technical requirements of the project, and/or items being procured.

When rating the technical proposals, the evaluation committee shall consider only the evaluation factors stated in the RFP.

Price proposals shall be initially evaluated to insure that the price(s) offered is responsive to the RFP requirements and instructions and is realistic in respect to the specifications. Price proposals shall be evaluated on the basis of the numerical weight assigned to price in the RFP and scored in accordance with the following process to permit the scoring of competing Proposers' price proposals in relation to one another: the proposer with the lowest price shall receive the maximum price score. The price score of each other proposer shall be determined

by applying the following mathematical formula: price of lowest proposer divided by the price for this proposer multiplied by the maximum price score.

8. Selection of Finalists (If Deemed Necessary)

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist proposers as per the sequence of events or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. A schedule for the presentations and demonstration will be determined at this time.

9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per the sequence of events or as soon as possible.

10. Proposal Presentations by Finalists (If Deemed Necessary)

Finalist may be required to conduct a presentation at a location to be determined as indicated in the Sequence of Events or as soon as possible. **Whether or not presentations will be held is at the discretion of the Evaluation Committee and the Chief Procurement Officer.**

11. Issue Recommendation of Award to Board of Education

The Chief Procurement Officer shall prepare the Recommendation of Award for a contract to the highest ranked short-listed proposer after presentations are held.

The Chief Procurement Officer shall prepare a procurement report and a recommendation to the board for award of the procurement.

Upon Board of Education approval, the Chief Procurement Officers shall prepare the notice to award a contract to the board approved proposer.

12. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous proposer(s) as per the [sequence of events](#) or as soon thereafter as possible. This date is subject to change at the discretion of the Chief Procurement Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Proposer in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous proposer(s) without undertaking a new procurement process.

13. Notice of Award and Contract Award

After review of the Evaluation Committee Report and the signed contractual agreement, the Chief Procurement Officer will award as per the sequence of events or as soon as possible thereafter. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the proposer (or proposers) whose proposal(s) are most advantageous to the Roswell Independent School District, taking into consideration the evaluation factors set forth in this RFP. The award is subject to approval by the Board of Education and upon approval, the Chief Procurement Officer shall prepare the notice to award a contract.

RISD reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Roswell Independent Schools until a valid signed contract and/or valid Purchase Order is executed.

14. Protest Deadline

Any protest by a proposer shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive proposers shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the contract award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. *Emailed protests will not be accepted.* It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Roswell Independent School District
Chris Thweatt, Chief Procurement Officer
300 N. Kentucky
Roswell, NM 88201

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

The owner may evaluate the proposals based on the anticipated completion of all or any portion of the project. The owner reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project, should the need arise. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any proposer.

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-128 through 13-1-99 NMSA 1978 and applicable procurement regulations, policies and procedures.

1. Acceptance of Conditions Governing the Procurement

Potential proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Price Discrepancy

Proposers shall note that prices previously submitted via any information quotation (verbal or in writing) are hereby superseded and will not be considered for award. You must participate in this RFP to be considered for an award.

3. Incurring Cost

Any cost incurred by the potential proposer in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

4. RFP Cancellation or Rejection

In accordance with NMS 1978, 13-1-131, this RFP may be canceled or proposal may be rejected in whole or in part when it is in the best interest of Roswell Independent Schools.

5. Responsible and Responsive Proposal

Roswell Independent Schools may reject the proposal of any potential proposer who is not a responsible proposer or fails to submit a responsive proposal as deigned in NMSA 1978, 13-1-83 and 13-1-85.

6. Sole Response

Any sole response that is received may be rejected and/or accepted by Roswell Independent Schools depending on available and timely needs to RISD. RISD reserves the right to award the contract to the responsible proposer that submitted a responsive proposal most advantageous and in the best interest of RISD.

7. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District that may be derived from this RFP. Direction of all work that may result from this procurement must be performed by the Proposer and payments will only be made to the Proposer.

8. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

9. Amended Proposals

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

10. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the proposer'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.

11. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date for receipt of proposals.

12. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The

Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the proposer's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978. The cost of services proposed shall not be designated as proprietary or confidential information.
- b. If a request is received for disclosure of data for which a proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

13. No Obligation

This procurement in no manner obligates the Roswell Independent School District to the use of any proposer's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.

14. Nonexclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Roswell Independent School District. The district reserves the right to obtain like goods or services from another source.

15. No Minimum Guarantee

Roswell Independent Schools does not guarantee a minimum amount of purchases in conjunction with award of this RFP.

16. Taxes

RISD holds a Nontaxable Transaction Certificate and will be issued upon request. No charge will be allowed for federal, state, or municipal sales and excise taxes for the purchase of tangible personal property from which Roswell Independent Schools is exempt.

17. Term

The district reserves the right to procure the services/goods as described in this RFP as a sole purchase. The district will determine the term that is most advantageous and in the best interest of the district.

18. Multi-Award

The district will not issue multiple awards for this request for proposals.

19. Price Escalation (if applicable)

Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contract stating reason(s) for escalation and

the amount being requested. Justifying documentation MUST accompany price escalation request.

20. Termination

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

Either party may terminate this contract as follows:

- A. Termination by the contractor
 - 1. The contractor may terminate this contract only if Roswell Independent School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the district fails to cure the noncompliance within ten (10) days, or
 - 2. By written mutual agreement between the contractor and the district.
- B. Termination by the district
 - A. For Cause
 - i. The occurrence of either one of the following events will justify termination for cause:
 - a. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - b. Contractor's violation in any substantial way of any provisions of this contract.
 - ii. If either one of the events identified above occur, the district may, after giving contractor (and the surety, if any) ten (10) days written notice, terminate the service of contractor, exclude contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
 - iii. Where contractor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by the district will not release the contractor from liability.
 - C. For Convenience
 - i. Upon sixty (60) days written notice to contractor, RISD may without cause and without prejudice to any other right or remedy of RISD elect to terminate the contract.
 - ii. In such case, contractor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - b. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
 - D. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

21. Sufficient Appropriation

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

22. Legal Review

The district requires that all proposers agree to be bound by the General Requirements contained in this RFP. Any proposer's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

23. Governing Law

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

24. Basis for Proposal

Only information supplied, in writing, by the district through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of proposer's proposal.

25. Contract Terms and Conditions

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

Should a proposer object to any of the district's terms and conditions, as contained in this Section, that proposer shall propose specific alternative language to the referenced provisions. The district may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the district and will result in disqualification of the proposer's proposal.

The district will consider wording changes to Scope of Work, Duties and Responsibilities only. Proposers shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

26. Proposer's Term and Conditions

Proposers shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in the contract. RISD is under no obligation to accept any additional terms and conditions.

27. Clarifications from Proposers

The Chief Procurement Officer may, at the request of a Selection Committee designee, request clarifications on information submitted by any and all proposers.

28. Proposer Qualifications

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

29. Negotiations

Roswell Independent Schools reserves the right to negotiate with any or all proposers who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Roswell Independent Schools reserves the right to award the contract based only on the written proposals received by the due date and time. Roswell Independent Schools further reserves the right to conduct negotiations with selected proposers only. If Roswell Independent Schools exercises its option to conduct negotiations, the Chief Procurement Officer will establish procedures and schedules for conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing proposers during any negotiation.

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

30. Right to Waive Minor Irregularities

The evaluation committee reserves the right to waive minor irregularities.

The evaluation committee also reserves the right to waive mandatory requirements provided that all 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 and/or CPO.

31. Change in Contractor Representatives

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

32. Notice of Penalties

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

33. District Rights

The district in agreement with the evaluation committee reserves the right to accept all or a portion of a potential proposer's proposal. Roswell Independent Schools reserves the right to award by item or group of items. Additionally, the district reserves the right to reject any or all proposal for any reason that the district determines to be in the best interest of Roswell Independent Schools; such rejection shall not result in any penalty to the district.

34. Exceptions

Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

Roswell Independent Schools, after review of the proposals may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response.

35. Brand Names

Where a brand-name or equal specifications is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposed an “equal” to scope of work/specifications, RISD is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.

36. Equivalent Items Proposed

If the proposer offers an item other than the one specified, which the proposer considers comparable, the manufacturer’s name and model number of that item must be specified in the proposal and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the proposal.

37. Restrictive Specifications

Specifications stated in this request are not intended to exclude any proposer. If any proposer is of the opinion that the specifications as written preclude them from submitting a response to this RFP, it is requested that their opinion be made known to the Chief Procurement Officer, in writing, as soon as possible but preferably at least five (5) working days prior to the proposal due date.

38. Right to Publish

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

39. Ownership of Proposals

All additional copies of documents submitted in response to this RFP may be retrieved by the proposers, at their expense thirty (30) days after the expiration of the protest period with the following exception: One complete original copy of all submitted proposals including the Best and Final offer, if one was submitted, shall become property of the Roswell Independent School District.

40. Ambiguity, Inconsistency or Errors in RFP

Proposers shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

41. Competition

By submitting a proposal, proposer certifies that they have not, either directly or indirectly entered into any action in restraint of full competition in connection with the proposal submitted to Roswell Independent Schools.

42. Indemnification

The proposer shall be responsible for damage of persons or property that occurs as a result of proposer’s fault or negligence, or that of any of his/her employees, agents or subcontractors. The proposer shall save and hold harmless the staff of and the Roswell Independent School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the contractor operation shall be repaired and /or restored to their original condition at the contractor’s expense.

43. Insurance (if applicable)

The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by RISD at the time of contract award. The Roswell Independent School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Professional Liability	\$1,000,000/occurrence
Commercial General Liability:	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability: Combine Single Limit	\$500,000
Worker’ Compensation	Statutory
Employer’s Liability:	
Each Occurrence	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

Contractor agrees to hold harmless and indemnify the school for liability arising out of the negligent activities of the Contractor.

NOTE: Certificate holder shall be: Roswell Independent School District

Certificate of Insurance shall be forwarded to: Roswell Independent School District
c/o Chris Thweatt, Room 201
300 N. Kentucky

44. Licensing Requirements

The proposer shall comply with all licensing regulations and shall provide copies of all valid licenses necessary to perform the work in the State of New Mexico.

45. Confidentiality

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

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

46. Records Retention

The successful proposer will be required to retain project records for a minimum of three (3) years after the completion of the work. Proposer agrees that any duly authorized representative of the school district shall have access to any books, documents, papers, and records of the contraction with are directly pertinent to all negotiated contracts.

47. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposer must have a valid e-mail address to receive correspondence.

48. 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 proposer's possession and the version maintained by the district, the proposer acknowledges that the version maintained by the district shall govern. Please refer to:

https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp.

49. Audit

The district reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by district personnel or a third party under contract with the district. The district shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the district the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee the district's access to books and records of such party.

50. Independent Contractor

The contractor is an independent contractor performing services for the district. The contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the district as a result of this procurement.

51. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Roswell Independent School District.

52. Equal Employment Opportunity

Roswell Independent Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Roswell Independent Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Roswell Independent School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities.

53. New Mexico Employees Health Coverage

- a.** If the proposer 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, proposer 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.** Proposer 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.** Proposer must agree to advise all employees of the availability of state publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenemexico.state.nm.us/>.
- d.** For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the proposer reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

54. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

55. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.

56. Debarment/Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the district and shall not be considered for award of the contract during the period for which it is debarred or suspended with the district.

57. Conflict of Interest

By submitting a proposal, the proposer certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the district. The proposer also certifies no relationship exists between the proposer and the district that interferes with fair competition or is a conflict of interest; and no relationship exists between proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the district.

58. Non-Collusion

The proposer certifies that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP.

59. Non-Disclosure

The proposer shall not disclose any information relating to students, and employees of RISD other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless RISD from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

60. Campaign Contribution Disclosure Form

Proposer must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, Secretary or Members. Failure to complete and return the signed unaltered form will result in disqualification.

61. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. CAUTION: The proposal shall be binding without restriction. Proposers shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions may result in the rejection of the proposal.

62. Disclosure Regarding Responsibility

Any prospective proposer and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency 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:

- i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
- iii. 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;
- iv. violation of Federal or state antitrust statutes related to the submission of offers; or
- v. 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;
- vi. 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;
- vii. 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.

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.

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.

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.)

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.

The proposer shall provide immediate written notice to the Chief Procurement Officer or other party to this agreement if, at any time during the term of this agreement, the proposer learns that the proposer's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

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 proposer's responsibility and ability to perform under this agreement. Failure of the proposer to furnish a disclosure or provide additional information as requested will render the proposer nonresponsive.

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 proposer is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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 proposer 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 proposer must provide immediate written notice to the Chief Procurement Officer or other party to this agreement. If it is later determined that the proposer knowingly rendered an erroneous disclosure, in addition to other remedies available to the district, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the proposer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

63. New Mexico Preferences

The New Mexico Preferences (NMSA 1978, 13-1-21, as amended), does apply to this Request for Proposal.

III. PROPOSAL FORMAT AND ORGANIZATION

This section describes the format and organization of the proposer's response. Failure to conform to these specifications may result in the disqualification of the proposal.

Proposals must be submitted as outlined below. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box.

A. NUMBER OF RESPONSES

Proposers shall submit one (1) proposal in response to this RFP [one (1) original and four (4) copies]. THE PROPOSAL PACKAGE SHALL CONSIST OF THE SEALED technical proposals AND THE SEALED price proposal ENVELOPES. Only one price proposal shall be submitted, clearly identified and in a separate sealed envelope.

B. NUMBER OF COPIES

1. Technical Proposals

Proposers shall deliver one (1) original, four (4) identical copies, and one (1) electronic copy containing ONLY the Technical Proposals. In the event of a conflict between the copy version of the submitted proposal, the Original shall govern. **The electronic version/copy can NOT be emailed.**

Proposal containing confidential information **must** be submitted as two separate binders:

- **Unredacted** versions for evaluation purposes.
- **Redacted** version (information blacked out and not omitted or removed) for the public file.

2. Price Proposal

Proposers shall deliver one (1) original and one (1) electronic copy. The ORIGINAL Price Proposal **shall be separate** from the Technical Proposal. **The electronic version/copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted thumb drive/usb**, one (1) **redacted thumb drive/usb**). **The electronic version CANNOT be emailed.**

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

The originals shall be stamped "original".

C. PROPOSAL FORMAT AND ORGANIZATION

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

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

1. Proposal Format/Content and Organization

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

Technical Proposal (Binder 1):

- a. Table of Contents
- b. Letter of Transmittal (Signed) (Appendix A)
- c. Firm Profile
- d. Experience and References
- e. Approach to Scope of Services
- f. Assigned Personnel
- g. Conflict of Interest and Debarment/Suspension Certification Form (Appendix B)
- h. Campaign Contribution Disclosure Form (Appendix C)
- i. Non-Collusion Affidavit Form (Appendix D)
- j. Copy of Proof of Insurance/ Required Licenses (Attachment A: Sample)
- k. W-9 (Attachment B)

Price Proposal (Binder 2):

- a. Cost Proposal Form (Page 31)**

Within each section of their proposal, proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in the price proposal binder with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by proposers to provide the evaluation committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the proposer's proposal.

Proposers may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATION

The scope of work shall encompass the requirements outlined in this RFP. The District may add to or delete from the Scope of Work set forth in this RFP. Minor deviations to the specifications as listed, may be considered.

1. SCOPE OF WORK






The Board of Education for the Roswell Independent School District (RISD) is requesting proposals from Firms interested in providing **MATERIALS, SOIL, AND CONSTRUCTION MATERIALS SERVICES** to the school district for materials testing on the following types of projects.

1. Co-op - Cooperative Agreement Projects with State Highway Department
2. Construction/reconstruction projects
3. Other civil engineering projects

The contractor will provide a certificate of professional liability insurance in an amount not less than that established by New Mexico Tort Claims Act.

The intent of this Request for Proposal (RFP) is to solicit qualification based proposals from firms that describes their capability in materials testing of all types of paving projects, the construction and or reconstruction of various civil engineering projects, related to K-12 schools.

The firm must be well versed on the rules and regulations governing:

-  State and Federal Agencies, which fund projects.
-  District wide Civil Engineering projects
-  NMDOT Road and Highway Requirements and Specifications
-  Requirements of all Authorities Having Jurisdiction
-  State and Federal Requirements and Regulations for materials testing and equipment

The format or procedure for each project will basically be the same and consist of the following minimum requirements:

MATERIALS TESTING

Provide a full range of construction materials testing and inspection services including testing of soils and building materials during construction. Inspection and Materials Testing Services may include, but not limited to:

1. Soil Compaction
2. Concrete
3. Structural Steel
4. Masonry
5. Field and Plant Asphalt Concrete
6. Aggregate

PROPOSAL CONTENTS

- ✎ Submittal Sheet, Campaign Contribution Form, W-9, Certificate of Liability Insurance
- ✎ Technical competence of the business and qualifications of personnel regarding the type of services required.
- ✎ Capacity and capability of the business to perform the work including any specialized services, within the time limitations.
- ✎ Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
- ✎ Proximity to or familiarity with the area in which the projects are located.
- ✎ Cost Submittal Sheet (last page of this document).

REQUIREMENTS FOR PROPOSAL

1. Submit three (3) sets of proposals.
2. Firm with successful proposal shall be prepared to enter negotiations for project fees when required for any project prior to any work being started. Negotiations will follow procedure established by State Procurement Code 13-1-115 thru 122.

LICENSE REQUIREMENTS

The successful contractor will be required to have all licenses, as required by law, that are necessary to complete the services outlined in this proposal.

INSPECTION BY RISD

RISD reserves the right to inspect any and all projects at any time. The contractor shall be available to answer any questions at the request of the Director of Operations.

RESPONSIBILITY

The engineer will comply with N.M. Worker's Compensation Laws. RISD will not be responsible for any accident or injury to the contractor or any person acting on behalf of the contractors.

CONTRACT MANAGER

This contract will be administered and supervised by the Construction Manager.

SELECTION PROCESS

Proposal Evaluation

Interested firms responding to this RFP with a Proposal must provide all information that is required. RISD will evaluate submittals and choose the firm with the proposal most advantageous to RISD. Upon completion of the proposal evaluation, RISD and the chosen

firm will design a Letter of Agreement which when approved by RISD will allow them to proceed with the analysis and planning for the facilities.

RESPONSE FORMAT AND CONTENTS

In an envelope, properly identified on the outside, please provide us with three (3) copies of the following information.

Attach the signed, completed Submittal Sheet to the front of each copy of your response. Please label each section of your response.

Provide information in each section, as listed in the Proposal Contents section to indicate your ability to meet the criteria.

EVALUATION FACTORS

Only responses that include the information as specified in Proposal Requirements will be evaluated for award purposes. Incomplete responsive qualification statements received will be determined as “non-responsive” and will not be acceptable for award consideration. All responsive qualification statements received shall be evaluated based on the following weighted factors:

FACTOR	WEIGHT
1. Qualifications of personnel	10 pts
2. Capacity and capability	10 pts
3. Past projects and performance	20 pts
4. Proximity and familiarity	20 pts
5. Price	<u>40 pts</u>
TOTAL	100 PTS

The Technical Proposal and Cost Proposal total 100 points. The basis for determining the firms to be interviewed will be the information supplied in written proposals. An interview, if deemed necessary, will have a total of 50 points. RISD will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal nor travel expenses associated with an interview or presentation.

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

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

A. EVALUATION PROCESS

1. All Proposer proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Chief Procurement Officer may contact the Proposer for clarification of the response as specified in this RFP.
3. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Proposers with the highest scores will be selected as finalist Proposers, based upon the proposals submitted. The responsible Proposers whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
4. All calculations of point standings, including any addition or deduction of points to Proposer submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
5. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:
 - a. Scoring Numerical Ranking
 - b. Firm A Tie $(1^{st} + 2^{nd})/2=1.5$
 - c. Firm B Tie $(1^{st} + 2^{nd})/2=1.5$
 - d. Firm C Third =3
6. A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in a tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee or Chief Procurement Officer.
7. The Chief Procurement Officer shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

***NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

B. METHOD OF AWARD

Roswell Independent Schools intends to award this Project to the highest ranked Proposer in accordance with the Request for Proposal. Roswell Independent Schools reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Proposer whose proposal it deems to be in the best interest of Roswell Independent Schools.

The contract shall be awarded to the Proposer or Proposers whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

ROSWELL INDEPENDENT SCHOOLS
RFP 24-03 MATERIALS, SOIL, & CONSTRUCTION
MATERIALS SERVICES

COST SUBMITTAL SHEET

MATERIALS TESTING SERVICES

Soil Compaction Testing:

ASTM D-698 Proctor	\$_____per test
ASTM D-1557 Proctor	\$_____per test
ASTM D-2487 Soils Classification	\$_____per test
ASTM D-4318 Atterburg Limits	\$_____per test
ASTM C-136 Sieve Analysis	\$_____per test
Field Density Test (Nuclear Method)	\$_____per test

Concrete:

Concrete Cylinder Sets (5 cylinders/set) Price to include casting, cure, compression testing, air & slump tests, and reports \$_____per test

Masonry:

Concrete Grout Prism Sets (4 samples)	\$_____per test
Masonry Mortar Cube Sets (3 samples)	\$_____per test

Asphalt Pavement Testing:

Ignition Burn/ Gradation	\$_____per test
Unit Weight	\$_____per test
Air Voids	\$_____per test

Structural Steel:

Provide visual inspections and written report to confirm compliance with the specifications/design to include but not limited to the following:

Puddle Weld, side lap fasteners (count and spacing), shear connector studs (count, spacing and hammer test), deck bearing, joist bridging, bolted connections.

\$_____per inspection/report

Aggregate:

Size, type and compliance to specifications \$_____per test

Must be Certified Inspector. Provide certifications upon request.

APPENDIX A

LETTER OF TRANSMITTAL FORM

**APPENDIX A
LETTER OF TRANSMITTAL FORM**

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned proposer (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Proposer has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No: _____

Email: _____

Signature of Authorized Representative: _____

Type or legibly print name of above: _____

Contractor's License# (if applicable): _____

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

- On behalf of the submitting organization named above, I accept the Terms and Conditions Governing the Procurement.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature

Date

APPENDIX B

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

APPENDIX B

Conflict of Interest and Debarment/Suspension Certification Form

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Roswell Independent Schools 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 Roswell Independent Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Roswell Independent Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____

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

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Roswell Independent Schools’ Chief Procurement Officer 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 and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Date: _____
Name of Person Signing (typed or printed): _____
Title: _____
Email: _____
Name of Company (typed or printed): _____
Address: _____ City/State/Zip: _____
Telephone: _____ Fax: _____ Email: _____

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX C

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

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

APPENDIX D

NON-COLLUSION AFFIDAVIT FORM

APPENDIX D

Non-Collusion Affidavit Form

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City
County of _____, State of _____ am
of full age, being dully sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the proposer making the Proposal for goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority in any collusion or otherwise taken any action in restraint of free competition in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ (Company Name) relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understating for a commission, percentage, brokerage or contingent fee, except bona fide employees or bon fide established commercial or selling agencies maintained by:

Company Name

Authorized Signature, Title, and Date

ATTACHMENT A
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC INSURANCE AGENCY 555 NORTH AVE ALBUQUERQUE, NM 87117		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____															
INSURED COMPANY XYZ 456 BATTLE STREET ALBUQUERQUE, NM 87117		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : On Grounds Insurance</td> <td></td> </tr> <tr> <td>INSURER B : Liability Protection Insurance</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : On Grounds Insurance		INSURER B : Liability Protection Insurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			Sample			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			Sample			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			Sample			EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB DED _____ RETENTION \$ _____ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Sample			<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>						
B	Professional Liability						Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- Description of the Location(s) and Services being provided.
- Have the Following entities named as Additional Insured:
 - School District - Name and Address
 - The State of New Mexico, its agents, servants and employees (PSFA's Address) if PSCOC funded.
- A statement establishing Waiver of Subrogation for all policies
- A statement establishing "That all coverage provided by this certificate is primary and non-contributory."

CERTIFICATE HOLDER Clovis Municipal School District/NAME OF SCHOOL 1009 N Main, Clovis, NM *If PSCOC funded, include: Public School Facilities Authority 1312 Basehart Rd. SE, Suite 200 Albuquerque, NM		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	
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ACORD 25 (2010/05)

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ATTACHMENT B

ATTACH W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Employer identification number																			
Employer identification number																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.