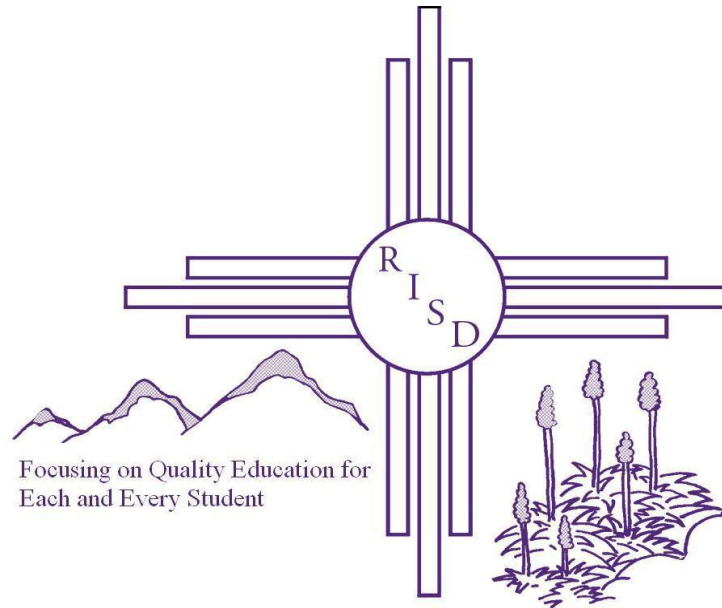


# ROSWELL INDEPENDENT SCHOOL DISTRICT

## REQUEST FOR PROPOSALS (RFP) 24-09

**Tree Trimming, Removal, and Disposal Services**



**Advertise/Issue Date**  
**April 12, 2024**

**Proposal Due**  
**May 2, 2024 at 2:00 p.m.**

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

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The District is seeking proposals from Offerors to remove, dispose, clean up, cut down or remove hazardous trees or limbs on School District property. This RFP can serve as emergency calls, on-call or as needed basis throughout the District. The District may award this RFP as a Multiple-Source Award to responsive Offerors to have available a pool of Offerors if it is in the District's best interest.

### B. SUMMARY SCOPE OF WORK

The initial scope of work includes, but is not limited to remove, dispose, clean up, cut down or remove hazardous trees and/or limbs and/or stumps on School District property.

### C. SCOPE OF PROCUREMENT

The initial contract(s) shall begin on June 1, 2024 or as soon as possible thereafter for one (1) year. This contract may be renewed by mutual agreements in annual increments for a renewal period of one (1) year for up to three (3) renewals, provided that the funds for subject contract are available and approved annually and that the Offeror has established a satisfactory record of performance.

Auto-renewal of contract award. Awarded Offeror and District may agree for an auto-renewal of the contract award for the renewals allowable up to a total contract of four (4) years. The Offeror and District will have the opportunity to cancel the contract by providing notice at least thirty days before the last day on which either party may give notice of their intention to not renew.

### D. PROCUREMENT OFFICER

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

Chris Thweatt  
CPO, Purchasing Agent  
300 N. Kentucky, Roswell, NM 88201  
575.627.2528  
[cthweatt@risd.k12.nm.us](mailto:cthweatt@risd.k12.nm.us)

All deliveries via express carrier should be addressed as follows:

Chris Thweatt  
Room 121  
300 N. Kentucky, Roswell, NM 88201

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing/email. **Offerors may contact ONLY the Procurement Officer regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of The District.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"**Agency**" or "**Purchasing Agency**" means the Purchasing Department, Roswell Independent School District

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the Roswell Independent School District whose address follows:

Purchasing Department  
300 N. Kentucky, Roswell, NM 88201

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

"**Contractor**" means a successful Offeror who enters into a binding contract.

"**Determination**" means the written documentation of a decision by the Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"**Desirable**" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"**District**" means the Roswell Independent School District.

"**Evaluation Committee**" means a body appointed by The District management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"**Evaluation Committee Report**" means a document prepared by the Procurement Officer

and the Evaluation Committee for submission to the School Board and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

**"Finalist"** is defined as 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.

**"Key Personnel"** means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

**"Mandatory"** The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

**"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.

**"Procurement Officer"** means the person or designee authorized by The District and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Request for Proposals"** or **"RFP"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**"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.

**"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.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Date</u>
1. Issue of RFP	April 12, 2024
2. Acknowledgement of Receipt Form	April 17, 2024
3. Deadline to Submit Additional Questions	April 19, 2024
4. Response to Written Questions/RFP Addendum	April 23, 2024
5. Submission of Proposal 2:00 PM	May 2, 2024
6. Proposal Evaluation	TBD
7. Notice of Intent to Award	May 14, 2024
8. Protest Deadline	May 29, 2024
9. Contract Negotiations/Executed	May 30, 2024

\*Dates indicated in Events 7 through 9 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue of RFP

This RFP is being issued by The District.

#### 2. Acknowledgement of Receipt Form

Potential Offerors should hand deliver or return via email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by 5:00 P. M. on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

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 District website any amendments to the

RFP.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events. All written questions shall be addressed to the Procurement Officer (See Section I, Paragraph D).

4. Response to Written Questions via Addendum

Written responses to written questions and any RFP addendum will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and submitted with the proposal. **Failure to acknowledge may deem your proposal as non-responsive and will be returned.**

5. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D. Proposals **SHALL** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Tree Trimming, Removal, and Disposal Services Request for Proposals. Proposals submitted by facsimile and/or electronically through e-mail will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Project Officer. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Officer 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

If Applicable to this procurement, the Evaluation Committee will select and Procurement Officer will notify the finalist Offerors upon completion of evaluations. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Proposal Presentation will be determined at this time.

8. Best and Final Offers From Finalists

If Applicable to this procurement, Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

9. Recommendation to School Board

The Evaluation Committee will prepare an evaluation report and a recommendation to the School Board for award of the Project that shall include the average scores and ranking of all Offerors.

10. Notice of Intent to Award

Upon approval of Recommendation of Award by the School Board, the Chief Procurement Officer shall issue the Notice of Intent to Award and shall contact the winning Offeror in order to initiate contract negotiations.

11. Protest Period

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the notice of award and will end at of close of business on fifteen (15) days after the Notice of Intent to Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. 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.

Chief Procurement Officer  
300 N. Kentucky  
Roswell, NM 88201

Protests received after the deadline will not be accepted.

12. Contract Negotiations/Execution

The District reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the District will conclude negotiations with the selected firm(s) and begin with the next ranked firm based on final ranking.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors shall 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. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with The District. The District will make contract payments to only the prime contractor.

4. 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.

5. Amended Proposals

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

6. Offerors' 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 shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

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

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 Offeror'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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's 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 so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the District to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 District determines such action to be in its best interest.

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 termination 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.

12. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Officer.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The venue shall be Roswell, NM.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the District and a contractor resulting from this request for proposals will contain the entirety of this RFP document to include, but not limited to, the Specifications with Detailed Scope of Work and Mandatory Specifications. However, the District reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

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

16. Offeror's Terms and Conditions

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

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between The District and the selected Offeror 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 Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP.

19. 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 mandatory requirements and/or doing 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 District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of The District, meeting its needs adequately.

21. District Rights

The District reserves the right to accept all or a portion of an Offeror's proposal. In addition, The District reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of

the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the District after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.

24. Electronic Mail Address Required

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

25. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix B). CAUTION: The proposal shall be binding without restriction. Offerors 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 shall result in the rejection of the proposal.

26. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix C).

27. Conflict of Interest Disclosure Form

Each proposal shall be accompanied by a completed Conflict of Interest Disclosure Statement (Please Refer to Appendix D).

28. Additional Required Forms

Each proposal shall include Certificate of Insurance, W-9, Certificate of Non-Collusion, City of Roswell Business License, and all valid licenses necessary to perform the work in the State of New Mexico.

29. Bid Security or Bond

A bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond

provided by a surety company authorized to do business in the state of New Mexico, or equivalent in cash. This will be required upon awarded project.

30. State Wage

State wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000. In addition all Offerors shall comply with federal wage rates on applicable projects

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

#### B. NUMBER OF COPIES

1. Technical Proposal - Offerors shall provide one (1) original hard copy and three (3) identical hard copies of their proposal along with one (1) electronic copy on a thumb/flash drive as "Binder 1".

2. Cost Proposal – Offerors shall provide one (1) original hard copy and one (1) electronic copy on a thumb/flash drive of their cost proposal separately sealed.

All of the original binders 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 proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

- a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.25 for requirements.
- b. Table of Contents (Binder 1).
- c. Proposal Summary (optional) (Binder 1).
- d. Response to Mandatory Specifications (Binder 1).
  - 1). Offeror's Company Experience
  - 2). Offeror's Past Performance/References
  - 3). Project Understanding
  - 4). List of all relative equipment
  - 5). Familiarity with the City/Chaves County
- e. Campaign Contribution Disclosure Form (Binder 1).
- f. Conflict of Interest Disclosure Form (Binder 1).
- g. W-9 Form (Binder 1).
- h. Certificate of Insurance (Binder 1)
- i. Additional Business Certificates (Binder 1)
- j. Additional Supporting Material (Binder 1)
- k. Certificate of Non-Collusion (Binder 1)
- l. Response to the following Mandatory Specifications (Binder 2).
  - 1). Proposed Cost

Within each section of their proposal, Offerors 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 Binder 2 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 Offerors 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 Offeror's proposal.

Offerors 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. SPECIFICATIONS

##### A. **Detailed Scope of Work**

The District is seeking proposals from Offerors to remove, dispose, clean up, cut down or remove hazardous trees and/or limbs and/or stumps on School District. This RFP can serve as emergency calls, on-call or as needed basis throughout the District. The District may award this RFP as a Multiple-Source Award to responsive Offerors to have available a pool of Offerors if it is in the District's best interest.

Duties and Responsibilities:

The Offeror shall provide:

1. Proper Insurance.
2. Work crew necessary to complete the task within appropriate time frame, as required by the District.
3. Proper and all necessary equipment to include, but not limited to, the following: chippers (0-22" diameter), stump grinders, saws capable of removing trees up to 48" in diameter, bucket truck or lift to be able to reach a minimum of sixty feet in height, self-loading trucks (20-40 yards minimum), small mobile articulating loaders and access to cranes or excavators for the removal of very large trees.
4. Emergency, on call service.
5. For emergency call out must demonstrate ability to respond within a maximum of thirty minutes from call out and begin work immediately.
6. Remove or make trees safe immediately and remove debris within 24 hours.
7. Capacity to immediate repair, replace or reimburse cost, of any public or privately owned property damaged by Offeror while performing services, such as but limited to: curbs, street, sidewalks, sprinkler systems, landscaping, fences, structures, vehicles, etc.
8. Traffic control and barricades when needed or required.

##### B. **Mandatory Specifications**

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors shall respond in the form of a thorough

narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. Offeror's Company Experience and Qualifications.

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to Tree Trimming, Removal, and Disposal Services. Offerors should include their proposal copies of appropriate professional certifications and/or other documented credentials.

2. Offeror's Company Past Performance/References

Offeror's proposals shall include three external references from clients who are willing to validate the Offeror's past performance on similar contracts. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the products and services provided and dates the products and services were provided.

At least **ONE** of the references for the proposed services should be from a site of comparable or larger size of the District.

3. Project Understanding

Offer shall submit a statement of understanding the Statement of Work. Provide in detail your approach on how you will provide services, also detail how you will respond to emergency call outs.

4. List of Relative Equipment

Offeror shall submit a list of all relative equipment, tools, saws, etc.

5. Familiarity with City of Roswell and Chaves County

Provide in detail your understanding and familiarity with the City of Roswell, local conditions and neighborhoods, and Chaves County.

6. Cost

Offerors Cost Proposal **MUST** be in a separately sealed envelope clearly marked

7. Mandatory Forms

Offerors shall provide all mandatory forms which include: Letter of Transmittal, Campaign Disclosure, Conflict of Interest and Non-Collusion Statement, W9, Certificate of Insurance, Roswell Business License, Campaign Disclosure, Conflict of Interest and Non-Collusion Statement.

.

## V. EVALUATION

### A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each.

FACTOR	POINTS AVAILABLE
1. Company Experience	25
2. Company Past Performance /References	5
3. Project Understanding	15
4. List of all relative equipment	20
5. Familiarity with City of Roswell/Chaves County	5
6. Cost	30
7. Mandatory Forms	<u>Pass/Fail</u>
	SUBTOTAL 100

#### ADDITIONAL OPTIONAL POINTS

Points will be awarded based on Offerors ability to provide a copy of a current Certificates

Resident Business Preference 8% of subtotal

Resident Native American Preference 8% of subtotal

Resident Veterans Preference 10% of subtotal

Resident Native American Veterans Pref. 10% of subtotal

### B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

#### 1. Company Experience (25 points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of proposed Staff.

#### 2. Company Past Performance/References (5 points)

Points for company references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services to those proposed by the Offeror for this contract.

#### 3. Project Understanding (15 points)

Points will be awarded based off of the project understanding and the detailed approach of how offeror will provide services.

4. List of all relative equipment (20 points)

Points will be awarded based off of the list of relative equipment provided.

5. Familiarity with City of Roswell and Chaves County (5 points)

Points will be awarded for the familiarity with City of Roswell local conditions and neighborhoods, and Chaves County.

6. Cost (30 points)

Up to 30 points will be awarded based upon the evaluation of costs proposed. The fee **MUST** be separately sealed and clearly marked.

7. Mandatory Forms (Pass/Fail)

Offeror shall provide all mandatory forms which include: Letter of Transmittal, W9, Certificate of Insurance, Roswell Business License, Campaign Disclosure, Conflict of Interest and Non-Collusion Statement.

Additional Optional Points

**Resident Business Preference** – 8% of the total points available in this RFP will be awarded if the proposal contains a copy the Taxation and Revenue Department’s resident business preference certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.

**Native American Resident Business Preference** - A Native American business that has a valid resident business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22, NMSA 1978 shall receive an 8% preference of the total available points.

**Resident Veterans Preference** – 10% of the total points available in this RFP will be awarded if the proposal contains a copy of the Taxation and Revenue Department’s Resident Veterans Certificate as follows: Resident veterans businesses with annual revenues of \$3M or less.

**Native American Resident Veterans Business Preference** - A business that has a valid resident veteran business certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978 shall receive a 10% preference of the total available points.

**C. Evaluation Process**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to The District, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

**APPENDIX A**

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

TREE TRIMMING, REMOVAL, AND DISPOSAL SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 5:00 P. M. on April 17, 2024. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and The District's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

CHRIS THWEATT  
PURCHASING DEPARTMENT  
300 N. KENTUCKY  
575.627.2528  
CTHWEATT@RISD.K12.NM.US





Emergency Call:

Emergency call is defined as after hours of 5PM and weekends.

- Per man hour \_\_\_\_\_ Crew Members: Minimum Call back cost  
\$ \_\_\_\_\_
- Debris Removal: Man hour cost \$ \_\_\_\_\_  
Crew member minimum  
# \_\_\_\_\_

**APPENDIX C**  
**MANDATORY REQUIREMENTS CHECKLIST**

Note: This appendix is completed from the specifications section of the RFP.

Yes / No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors 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 shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <ol style="list-style-type: none"> <li>1. Binder 1 - One (1) original and three (3) identical copies of their proposal;</li> <li>2. Binder 2 - One (1) original and three (1) copies of the response to cost. <b>Must be separately Sealed.</b></li> </ol> <p>The original binders shall be marked “ORIGINAL”.</p> <p>Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Tree Removal, Disposal and Trimming Services</p>
Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u></p> <p>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.</p> <p>The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.</p> <ol style="list-style-type: none"> <li>a. Letter of Transmittal (Binder 1). See Section II, Paragraph C.26 for requirements.</li> <li>b. Table of Contents (Binder 1).</li> <li>c. Proposal Summary (optional) (Binder 1).</li> <li>d. Response to Mandatory Specifications (Binder 1). <ol style="list-style-type: none"> <li>1). Offeror’s Company Experience</li> <li>2). Offeror’s Past Performance/References</li> <li>3). Project Understanding</li> <li>4). List of all relative equipment</li> <li>5). Familiarity with City of Roswell/Chaves County</li> </ol> </li> <li>e. Campaign Contribution Disclosure Form (Binder 1).</li> </ol>

	<ul style="list-style-type: none"> <li>f. Conflict of Interest Disclosure Form (Binder 1).</li> <li>g. W-9 Form (Binder 1).</li> <li>h. Certificate of Insurance (Binder 1)</li> <li>i. Additional Business Certificates (Binder 1)</li> <li>j. Additional Supporting Material (Binder 1)</li> <li>k. Certificate of Non-Collusion (Binder 1)</li> <li>l. Response to the following Mandatory Specifications (Binder 2). <ul style="list-style-type: none"> <li>1). Proposed Cost</li> </ul> </li> </ul> <p>Within each section of their proposal, Offerors 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. <b>All discussion of proposed costs, rates or expenses shall occur only in binder 2 with the cost response form.</b></p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors 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 Offeror's proposal.</p>
	<p style="text-align: center;"><b><i>SPECIFICATIONS</i></b> <b><i>(Mandatory)</i></b></p> <p>Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors shall respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.</p>
Yes / No	<b>1. <u>Offeror's Company Experience</u></b>
Yes / No	<b>2. <u>Offeror's Company Past Performance/References</u></b>
Yes / No	<b>3. <u>Project Understanding</u></b>
Yes / No	<b>4. <u>List of all relative equipment</u></b>
Yes / No	<b>5. <u>Familiarity with City of Roswell and Chaves County</u></b>
Yes / No	<b>6. <u>Cost</u></b>

**APPENDIX D  
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 E

### 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.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

Contribution Made by: \_\_\_\_\_

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

Name of Applicable Public Official on the District Board of Education:  
Shawn Hamilton – Kyle Snider – Paul Cordova – Terry Martin – Cindy Osborn

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

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

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

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

(Attach extra pages if necessary)

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

Title (position \_\_\_\_\_  
--OR--

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

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



Title (position) \_\_\_\_\_

## APPENDIX F

### 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 G

**CERTIFICATE OF NON-COLLUSION**

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or it's employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: \_\_\_\_\_

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

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See specific instructions on page 9.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		

or

Employer identification number			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-	
	-		

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they