



## **PURPOSE OF REQUEST FOR PROPOSAL**

The Central Consolidated School District is requesting proposals from a qualified firm or individual for First Aid Kit services.

The proposal period is for the 2017-2018 fiscal year, with the option of contract renewal for three additional years (2018-2019, 2019-2020, 2020-2021) provided funds are available, the district deems service satisfactory and the negotiated terms are acceptable to both parties. The contract period each fiscal year will be July 1 through June 30.

## **PROCUREMENT OFFICER**

The Procurement Officer responsible for the conduct of this procurement.

Christi Walter, Purchasing Specialist  
Central Consolidated Schools – Finance Department  
PO Box 1199  
Shiprock, NM 87420  
505-368-4984 Ext 10142  
[waltc@centralschools.org](mailto:waltc@centralschools.org)

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

## **BACKGROUND INFORMATION**

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

The Central Consolidated School District maintains fifteen school facilities on separate sites - Kirtland, Shiprock, Newcomb and Naschitti. There are four (4) High Schools, Three (3) Middle Schools, and nine (9) Elementary Schools. The District also holds a Warehouse, Administration Building three (3) Transportation sites, and Teacher Housing Units.

## **GENERAL REQUIREMENTS**

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

### **Acceptance of Conditions Governing the Procurement**

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

### **Incurring Cost**

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

### **Contractor Responsibility**

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

### **Subcontractors**

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

### **Amended Bids**

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

### **Offeror's Rights to Withdraw a Bid**

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

### **Disclosure of Proposal Contents**

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

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

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

### **No Obligation**

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

### **Termination**

Failure to deliver or to perform as and when promised shall constitute a breach of contract. A

breach of any of the terms of the contract shall be grounds for termination of the contract. If, through any cause, offeror fails to fulfill in a timely and proper manner offeror's obligations under this proposal or if offeror violates any of the covenants, agreements or stipulations of the agreement, the District may order offeror by written notice to stop the services or any portions of them until the cause for such order has been eliminated.

If offeror fails to correct the cause within the time period specified in this notice, which time period shall be reasonable under the circumstances, District shall have the right to immediately terminate the agreement. The offerors shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder or for correct product shipped. The District or offeror may terminate the agreement at any time by giving at least thirty (30) days notice in writing. If this agreement is terminated due to the fault of offeror, the above paragraph relative to termination shall apply.

### **Sufficient Appropriation**

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

### **Legal Review**

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

### **Basis for Proposal**

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

### **Contract Terms and Conditions**

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

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

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

### **Contract Deviations**

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

**Offeror Qualifications**

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

**Right to Waive Minor Irregularities**

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

**Change in Contractor Representatives**

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

**Proposal Acceptance Rights**

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

**Ownership of Proposals**

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

**Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

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

**Indemnification**

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

**New Mexico Employees Health Coverage**

If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the

term of the contract, health insurance for those employees and of that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.

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

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

**Use of Federal Funds**

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

**CONDITIONS GOVERNING THE PROCUREMENT**

**OVERVIEW**

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

**SEQUENCE OF EVENTS**

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Central Schools	March 31, 2017
2. Deadline to Submit Questions	Potential Offerors	April 5, 2017
3. Response to Written Questions	Central Schools	April 7, 2017
<b>4. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>April 27, 2017 @ 2:00 PM</b>
5. Proposal Evaluation	Evaluation Committee	April 28, 2017
6. Recommendation to School Board	Central Schools	May 16, 2017
7. Contract Awards	Agency/ Finalist Offerors	May 17, 2017
8. Protest Deadline	SPD	June 1, 2017

**EXPLANATION OF EVENTS**

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

**Issue Of RFP:** This RFP is being issued by the Procurement Department of the Central Consolidated Schools on March 31, 2017.

**Deadline to Submit Written Questions:** Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on, Wednesday, April 5, 2017, as the date

specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Officer.

**Response to Written Questions:** All responses to written questions will be emailed to potential offerers that submit the Acknowledgement of Receipt form (Appendix A) on April 7, 2017.

**Submission of Proposals:** All offeror proposals must be received for review and evaluation by the procurement officer or designee no later **2:00 PM, local time on Thursday, April 27, 2017.**

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

**Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to Bid # 2018-MAINT-300.** Proposals submitted by facsimile or other electronic means will **not** be accepted. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals must be delivered to the following address:

Christi Walter, Purchasing Specialist  
Central Consolidated Schools – Finance Department  
US HWY 64, Old High School Road  
PO Box 1199  
Shiprock, NM 87420  
**Bid No. 2018-MAINT-300**

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

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

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

A contract will be negotiated and upon agreement by both parties (CCSD and awarded contractor(s)), a contract will be issue to the awarding Contractor(s) and approved as to form, legal sufficiency and budget requirements by CCSD. A contract will not be effective until completed with authorized signatures, and an approve purchase order has been issued.

**Protest Deadline:** Any protest by an Offeror must be in conformance with 13-1-1972 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors

shall begin on the day following the contract award and will end as of 4:30 PM on the fifteenth (15) calendar day following the agreement award. Protest must be in writing and include the name and address of the Protestant and the request for the proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Officer. Protests received after the deadline will not be accepted. The protest must be delivered to the following address:

Christi Walter, Purchasing Specialist  
Central Consolidated Schools – Finance Department  
US HWY 64, Old High School Road  
PO Box 1199  
Shiprock, NM 87420

### **CONTRACTOR RESPONSIBILITY**

#### **NEW MEXICO RESIDENT BIDDING PREFERENCE**

Policy effective July 1, 2016.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans businesses are to receive the following preferences:

#### **New Mexico Business Preference**

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

Five percent of the total possible point to a resident business.

Offeror shall include a copy of their In-State Certificate issued by the State of New Mexico Taxation & Revenue Department.

#### **New Mexico Resident Veterans Business Preference**

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

### **RESPONSE FORMAT AND ORGANIZATION**

#### **OVERVIEW**

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal. The purpose of this bid is to establish a contract to provide first aid kit maintenance and restocking services.

#### **Number of Responses**

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

#### **Number of Copies**

Offerors shall deliver **one (1) original and four (4) copies** of their proposal on or before the closing date and time for receipt of proposals. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **CCSD is not**

**responsible for making copies of any RFP and it will be considered as non-responsive and rejected if copies are not submitted.**

### **Proposal Format**

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

### **Proposal Organization and Indexing**

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

### **Technical Response**

- A. Proposal Summary (Optional)
- B. Response / Acceptance to Contract Terms and Conditions (Appendix G)
- C. Response to Technical Specifications (except cost information which shall be included in Cost Proposal in a sealed Envelope)
- D. Other Supporting Materials Licenses, Certificate Copies
- E. Acknowledgement of Receipt Form (Appendix A)
- F. Letter of Transmittal Form (Appendix B)
- G. New Mexico Employees Health Coverage Form (Appendix C)
- H. Campaign Contribution Disclosure Form (Appendix D)
- I. Conflict of Interest and Debarment Form (Appendix E)
- J. Statement of Confidentiality Form (Appendix F)
- K. New Mexico Resident Veterans Preference Certification (Appendix H)
- L. Addendum(s) if applicable

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

Provide your fixed costs to provide scheduled First Aid kit services for each building to be serviced.

## **TECHNICAL SPECIFICATIONS**

### **OVERVIEW**

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

### **SCOPE OF WORK**

The purpose of this proposal is to demonstrate the qualifications, competency and capacity of the firms or individuals seeking to provide First Aid Kit services. The services will include the supplying and delivery of initial stock, if needed of general purpose and industrial first aid kits supplies to the designated locations, cleaning, organizing, and restocking of the First Aid kit containers.

**Building Structure** – Services are to be performed in buildings located at Kirtland, Shiprock, Newcomb and Naschitti, NM. These buildings consists of three high schools, four middle schools, nine elementary schools, approximately 400 classrooms, portable classrooms, supporting administration buildings and offices, gymnasium locker rooms, and concessions areas. A list of

locations is provided on Page .

**Content** – The firm awarded this contract will ensure all First Aid kits at each location shown in the attached sheet are to be serviced:

1. Services will include supplying and delivery of initial stock of first aid supplies to all designated locations.
2. Cleaning, organizing and restocking of first aid kits examining the integrity and contents; checking the expiration date of items; replenishing the contents that meet or exceed the minimum requirements for workplace First Aid Kits based on location as described by OSHA Guidelines and NM Law.
3. The first aid kits must be available and in adequate quantities and be readily accessible.
4. The Kits must be initially replenished each year in August before school begins. Thereafter, first aid kits are to be replenished only at the request of the Shiprock Maintenance Department.
5. Contractor will provide a service report noting what was stocked or re-stocked in each kit at each location. The Report will be submitted to the Maintenance Department.

## **QUALIFICATIONS**

Selection of a First Aid Kit Servicing firm or individual to perform services is based on the following criteria.

**Capabilities** – Ability to follow the schedules and scope of work as prescribed in this agreement. Demonstrate ability to work within time constraints.

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

**Personnel** – Contractor must provide evidence that services are provided by State of New Mexico and is OSHA certified for First Aid Kit Services. A copy of Contractors license must be included in bid. Also a list of current employees and their licenses must also be provided. The awarded contractor must have adequate staff to provide consistent service.

## **ORGANIZATIONAL REFERENCES**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. References may or may not be reviewed at the discretion of CCSD. CCSD reserves the right to contact references other than, and/or in addition to those furnished by an Offerer. The minimum information that should be provided by each reference is:

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

## **New Mexico Employee Health Coverage Form**

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

## **Campaign Contribution Disclosure Form**

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

**Conflict of Interest and Debarment/Suspension Certification Form**

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

**Statement of Confidentiality Form**

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

**EVALUATION**

**Proposed Evaluation Criteria**

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

<i>Part One Evaluation Criteria</i>	
<b>Evaluation Criteria</b>	<b># of Points</b>
Capabilities	20
Experience	15
Personnel	15
References	10
<b>Evaluation Criteria Total Points</b>	<b>60</b>
<i>Part Two Evaluation Criteria</i> ( TO be evaluated only upon completion of Part 1) Evaluation of Fees / Costs	40
<b>Total Points (Evaluation Criteria &amp; Costs)</b>	<b>100</b>
NM Resident Business Preference: Five percent of total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by a State of New Mexico Taxation and Revenue Department.	5
Veteran New Mexico Resident Business Preference: Ten, Eight or seven percent of the total possible points to a resident veteran business. To qualify an offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department.	10
<b>Total Possible Points</b>	<b>100-110</b>

**Evaluation of Fees/Costs:**

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

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

**Evaluation Process**

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

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The responsible Offeror whose proposal is most advantageous to CCSD, taking into consideration the Evaluation Criteria, will be recommended for award.
4. Responsive proposals will be evaluated on the Evaluation Criteria, which have been assigned a point value.
5. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **Proposal Evaluation**

The Evaluation Committee will review each Offeror's proposal. Points will be allocated as outlined in the Proposed Evaluation Criteria.

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

### **Point Calculations**

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

### **Notice of Award**

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

First Aid Kit Services  
Bid No. 2018-Maint-300

**Location of Areas to be Serviced**

Central Consolidated School District  
**Building Gross Square Footage**

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

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

First Aid Kit Services  
Bid No. 2018-Maint-300

In acknowledgement of receipt of this Request for Proposals (RFP), the undersigned agrees that he/she has received a complete copy of the RFP. The acknowledgement of receipt should be signed and returned to the Procurement Officer at the address or e-mail shown below no later than close of business on **April 5, 2017**. Only potential Offerors who elect to return this completed form with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written responses to those questions, as well as RFP amendments, if any are issued.

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

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

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

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

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

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

Christi Walter, Purchasing Specialist  
[waltc@centralschools.org](mailto:waltc@centralschools.org)  
505-368-4984

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

**APPENDIX B**  
**LETTER OF TRANSMITTAL FORM**

First Aid Kit Services  
Bid No. 2018-Maint-300

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

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

Name	
Mailing Address	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

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

Name	
Title	
E-Mail Address	
Telephone/Fax	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax	

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

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

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

\_\_\_\_\_

(Attach extra sheets, if needed)

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

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(Attach extra sheets, as needed)

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

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

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

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

**APPENDIX C**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

First Aid Kit Services  
Bid No. 2018-Maint-300

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and off that health insurance to those employees no later than May 30, 2016, if the expected annual value in the aggregate of any and all contracts between Contractor and CCSD exceed \$250,000.00.
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons.
3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

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

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

**APPENDIX D**  
CENTRAL CONSOLIDATED SCHOOL DISTRICT #22  
SHIPROCK, NEW MEXICO  
First Aid Kit Services  
Bid No. 2018-Maint-300

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

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

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

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

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

**--OR--**

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

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

\_\_\_\_\_  
Title (Position)

**APPENDIX E**

**CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM**

First Aid Kit Services  
Bid No. 2018-Maint-300

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

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:**

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

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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

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

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

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

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

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX F**

**TERMS AND CONDITIONS STATEMENT OF CONFIDENTIALITY**

First Aid Kit Services  
Bid No. 2018-Maint-300

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

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

**APPENDIX G**

Offeror Acceptance Signature Page  
First Aid Kit Services  
Bid No. 2018-Maint-300

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TIME: 2:00 PM  
DATE: April 27, 2017  
LOCATION: Central Consolidated School District Procurement Office  
US Hwy 64, Old High School Road, Shiprock, NM 87420

ACCEPTANCE CONDITIONS:

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

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

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NAME OF FIRM

---

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

---

SIGNATURE OF OWNER, PARTNER, OR AUTHORIZED AGENT

---

MAILING ADDRESS OF FIRM

---

TELEPHONE NUMBER OF FIRM

FAX NUMBER

---

E-MAIL ADDRESS

**APPENDIX H**  
**First Aid Kit**  
**Bid # 2018-Maint-300**

**New Mexico Preference Resident Veterans Certification**

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

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

**Please check one box only**

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*      (Date)

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