Farmington Municipal Schools

Finance Department

Farmington Municipal Schools Administration Office * 3401 E. 30th Street, Ste. A * Farmington, NM 87402
Phone- (505) 324-9840

REQUEST FOR PROPOSAL

RFP No. 2025-02
Miscellaneous Painting Services (On Demand)

Commodity Code: 9105435

ISSUE DATE: March 10, 2025

SUBMISSION DEADLINE: April 07, 2025 @ 2:00 PM Local Time

RFP SUBMITTAL LOCATION:

PHYSICAL LOCATION: For Express Mail, Carrier Delivery or hand carry delivery	**USPS MAILING ADDRESS:** For first class mail (allow at least 4 days for FMS Internal Delivery
Farmington Municipal Schools ATTN: Chief Procurement Officer 3401 E. 30th Street, Ste. A Farmington, NM 87402	Farmington Municipal Schools ATTN: Chief Procurement Officer 3401 E. 30th Street, Ste. A Farmington, NM 87402
Complete Proposal documents as required. The Chief Procurement Officer must receive your response prior to the specified date and time regardless of delivery options selected. Late proposals will not be accepted.	

SPECIAL INSTRUCTIONS FOR DELIVERY: To ensure proper identification and handling, clearly indicate **Proposal Name, RFP Number and Submission Date and Time, in the lower left-hand corner of the envelope or box** and must be submitted in a sealed and plainly marked envelope.

OFFICE HOURS for delivery of proposal:
Monday – Friday 8:00 AM – 4:30 PM

CONTACT: Lisa Evans, Chief Procurement Officer
505-324-9840 Ext 1518, levans@fms.k12.nm.us

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.** Submittals must be in the following order and all items must be included in your response to this RFP.

PRINTED SUBMITTALS:

- ☐ Submission Cover Sheet/Bidder Acknowledgement (pgs.2-3) **SIGNED**
- ☐ Qualification Statement (see 8. Proposal Evaluation Criteria on pg. 4)
- ☐ Past Performance Statement/References (see 8. Proposal Evaluation Criteria on pg. 4)
- ☐ Proposal Pricing List (pg. 19) – **DO NOT SUBMIT ANY PRINTED CATALOGS.**
- ☐ Specification Exception Form (pg. 20) **SIGNED**
- ☐ Completed Conflict of Interest and Debarment/Suspension Form (pg. 21) **SIGNED**
- ☐ Campaign Contributions Disclosure Form (pgs. 22-23) **SIGNED**
- ☐ Resident Contractor (or Veteran Resident Contractor) Preference Certificate (pg. 24) **SIGNED**
- ☐ Addendums (if applicable) – **before** submitting your proposal, please check for addendums here: https://www.farmingtonschools.us/page/rfp

PROPOSAL SEQUENCE OF EVENTS

Action	Date & Time
Request for Proposal Issued	03/10/2025
Pre-Proposal Meeting	N/A
Deadline for Questions	03/17/2025
Deadline for District Response to Questions	03/24/2025
Proposal Due Date & Time	04/07/2025 @ 2:00 PM Local Time
Issue Recommendation of Award to Governing Board/Notice of Intent to Award	04/08/2025
Issue Notice of Award	TBD
Protest of Award Deadline	TBD

SUBMISSION COVER SHEET

(Submit with your proposal.)

BIDDER ACKNOWLEDGEMENT: By responding to this Request for Proposal, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Bidder 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 at the price indicated.

Authorized Representative Name (signature):			
Authorized Representative Name (print):			
Name of Firm:			
Address:		State/Zip:	
Telephone:		Email:	
Resident/Veterans Preference Certification No.:(if Applicable):			

Contact for Sales Department | Contact for PO/Invoicing, etc.:

Name of Contact:		Name of Contact	
Telephone :		Telephone:	
Email Address:		Email Address:	

***If any of the contact information changes, it is the responsibility of the contractor to immediately contact Farmington Municipal Schools Procurement. ***

INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted proposals be in compliance with all the provisions contained in the Request for Proposal. No claim shall be made nor will one be allowed the bidder for negligence, misunderstanding, or error in this regard.

   The submission of a proposal constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his proposal.

   Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

2. **FORMS AND ATTACHMENTS.** Each proposal must be submitted on the prescribed form. It is the responsibility of every bidder to ensure they have downloaded the latest version of each proposal, including any addendum(s) which may have been issued and posted on the FMS Purchasing Website. Bidders should revisit the website (https://www.farmingtonschools.us/page/rfp) then “RFP Information”) prior to the due date before submitting their proposal to Farmington Municipal Schools. All addendums must be acknowledged in the submitted proposal. It is the bidder’s responsibility to ensure the proposal arrives before the due date and time. Bidders are cautioned that “late is late”. It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.

   No Addendum will be issued later than FOURTEEN (14) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Proposal or one which extends the date for receipt of Proposals.

3. **TIMELY SUBMISSIONS.** Proposals must be submitted by the due date and time. All proposals must be submitted in a sealed envelope and shall not be considered if they are not received by the Chief Procurement Officer prior to the time specified for the proposal opening. FMS does not accept proposals electronically, by fax, or email, as a hardcopy with original signature must be submitted. Any and all Proposals not received by the submission date and time shall be rejected.

   FMS may in its sole discretion extend the time for the submission of proposals upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

   Any and all proposals not received by the RFP submission due date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal early.

4. **PRINTED OR TYPED RESPONSE.** All blank spaces for proposal prices must be filled in with ink or typewritten.

5. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the proposal.

Bidders will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Bidder must submit a written withdrawal request to the Chief Procurement Officer and signed by the Bidder to withdraw their offer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

A bidder may submit an amended proposal prior to the deadline for receipt of proposals. Such an amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble proposals materials for the bidder.

6. **PROPOSAL CANCELLATION OR REJECTION.** This proposal may be canceled or may be rejected in whole or in part when it is in the best interest of FMS.

   The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Request for Proposal.

7. **PROPOSAL OPENING.** The contents of the proposal will be available to the public at proposal opening. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Bidder 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 offer. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 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 of confidential information.

   Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidders submitted responsive proposals with resulting agreements most advantageous and in the best interest of the District.

   The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Request for Proposal.

8. **PROPOSAL EVALUATION CRITERIA.** Proposals received prior to or at submission deadline shall be time-stamped upon receipt and held in a secure place until the Evaluation Committee has scored the proposal. The Evaluation committee shall consist of a minimum of three (3) persons, but no more than five (5) persons appointed by Farmington Municipal Schools that possess expertise on the requirements of the project. Proposals shall be evaluated by the Evaluation Committee on the basis of numerical scoring. The following are the maximum points that may be given for each category:

   - **20 Points for Qualifications Statement.** This should include Bidder's years of experience and Bidder's ability to complete the projects as agreed.
   - **25 Points for Past Performance.** This should include at least two (2) references and may include past work performed for Farmington Municipal Schools.
   - **5 Points for NM In-State Preference or NM Resident Veterans Preference.**
   - **50 Points for Price Proposal.**
   - **100** maximum total points may be given to a Bidder.

9. **AWARD CRITERIA.** The RFP will be awarded to the most qualified and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the RFP Documents. FMS reserves the right to the sole judge to determine "meets or exceeds".

   FMS reserves the right to award by item, group of items, or total proposals; to reject any and all proposals in whole or in part, if it is in the best interests of FMS. Additionally, the District reserves

the right to reject any or all proposals for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder. If this proposal results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Farmington Municipal Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.

10. **NEGOTIATIONS.** FMS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.

11. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

12. **AFTER AWARD.** The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary, or to eliminate any item entirely.

    It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of FMS.

    This procurement in no manner obligates Farmington Municipal Schools until a valid signed Price Agreement or valid Purchase Order is executed.

    Any resulting purchases under the proposal will be made by FMS purchase order. Quotes provided to FMS will be quoted as provided on the Request for Proposal and will reference the Price Agreement number so verification of pricing can be made.

13. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination Freight prepaid as specified in the Request for Proposal.

    All costs incurred by a Bidder in connection with responding to this RFP, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.

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

15. **PRICE DISCREPANCY.** Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this proposal to be considered for an award.

    FMS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary proposal. Other offers will not be evaluated unless the primary proposal is a low bid in its own right. If you wish to offer an alternate proposal in additional to your regular proposal, make extra copies of the necessary pages (including the signature pages) and submit as "Proposal #2". Each proposal must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.

    In the event FMS receives comparable pricing structures and list prices in the same categories, then FMS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

16. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications attached are the minimum requirements.

    The buyer, after review of the proposals may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.

    The District reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

17. **PREFERENCES.** Proposals may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Bidder shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Proposal cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

18. **DEFINITIONS.** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

    "Agency", "District", or "FMS" shall mean Farmington Municipal Schools.

    "Contract" shall mean an agreement for the procurement of items of tangible personal property or services.

    "Contractor" shall mean the successful bidder

    "Determination" shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

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

    "Request for Proposal", "Proposal", or "Bid" shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

    "Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's proposal.

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

    "Purchase Order" shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

    "Responsible Bidder" shall mean a Bidder who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the proposal.

    "Responsive Proposal/Bid" shall mean a proposal/bid, which conforms in all material respects to the requirements set forth in the Request for Proposal.

TERMS AND CONDITIONS

1. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the FMS Procurement Officer.

2. **MINIMUM AMOUNT:** Farmington Municipal Schools does not guarantee a minimum amount of purchases in conjunction with award of this Request for Proposal.

3. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

4. **TAXES:** FMS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

5. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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

7. **TERMINATION:** Either party may terminate this contract as follows: A. Termination by the Contractor

   1. The contractor may terminate this contract only if Farmington Municipal Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or

   2. By written mutual agreement between the Contractor and the District. B. Termination by the District

      1. For Cause
         a. The occurrence of either one of the following events will justify termination for cause:
            i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
            ii. Contractor's violation in any substantial way of any provisions of this contract.
         b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
         c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.
      2. For Convenience
         a. Upon ten (10) days written notice to contractor, FMS may without cause and without prejudice to any other right or remedy of FMS elect to terminate the contract.
         b. In such case, Contractor shall be paid (without duplication of any items):

i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

8. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Farmington Municipal Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

9. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by FMS at the time of contract award. Farmington Municipal Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

   a. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

   b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

   c. **Workers' Compensation:** as required by the State of New Mexico, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   d. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate

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

   NOTE: Certificate holder shall be: Farmington Municipal Schools

   Certificate of Insurance forwarded to: Farmington Municipal Schools

   Procurement Department
   3401 E. 30th Street, Ste. A
   Farmington, NM 87402

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

12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services specified in this RFP with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Farmington Municipal Schools.

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

15. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the Bidder and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.

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

17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Proposal shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

18. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).

19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by FMS. If delay in delivery is foreseen, Seller must notify the FMS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.

22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

24. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties, as part of this RFP, nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of FMS.

25. **PROMOTIONAL GIFTS AND ACTIVITIES:** FMS policy prohibits the distribution of jackets, shirts, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, FMS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

26. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Chief Procurement Officer in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the FMS Chief Procurement Officer, 3401 E. 30th Street, Ste. A, Farmington, NM 87402

    In the event of a timely protest under this section, the Chief Procurement Officer and the Contracting Agency shall not proceed further with the procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

    The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

    The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The determination shall:

    I. State the reasons for the action taken; and
    II. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

    A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978)

27. **BIDDER ACKNOWLEDGEMENT:** By responding to this Request for Proposal, Bidder acknowledges and agrees to the terms and conditions set forth in this RFP and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.

GENERAL OPERATING CONDITIONS

Intent: To establish pricing for performance of Painting Services on Demand at Farmington Municipal Schools.

Scope of Work: Purpose of the proposal is to establish an indefinite quantity unit price contract for Painting Services for various Farmington Municipal Schools' sites. FMS reserves the right to bid any particular job separately.

Contract Term: The duration of this contract shall be from the date of award through June 30, 2026. FMS reserves the option to renew this agreement for additional, one (1) year periods, up to five (5) years with mutual agreements between FMS and awarded vendor, dependent upon funding availability.

Guarantee: All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned **collect** for full money refund. Bidders will replace damaged items at no cost to FMS.

Licensing and Personnel Qualifications: Contractor shall be properly licensed and shall possess necessary bonds as appropriate, under the NM Construction Industries Regulations, for all aspect of work requirements**.** Please submit copies of licenses with proposal response.

Codes and Permits: All work shall be executed in accordance to local, federal and state ordinances, and regulations governing the particular class of work involved. This contract shall be responsible for the final execution of the work under this heading to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from failure to comply with codes and ordinances. The contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses.

Registration: Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars ($60,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the proposal is submitted, or the proposal shall not be considered for award of the contract. A proposal submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the proposal price. A prime contractor which has included an unregistered subcontractor in its proposal may elect to withdraw its proposal. If the Bidder fails to notify FMS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its proposal.

Bonding Requirements: The successful bidder, upon notification of the award of the contract shall deliver the required performance and materials/payment bonds in the amount of 100% for any project which exceeds $60,000.00 (or satisfactory evidence that such bonds will be furnished within seven days). Bond must be satisfactory to FMS, executed by a surety company authorized to do business in this state and said surety to be listed in Federal Circular 570 as published by the United States Treasury Department or approved by the State Board of Finance or the local governing authority.

The bonds provided to support any contract issued as a result of this solicitation shall protect Farmington Municipal Schools projects only. Any other entities utilizing said contract(s) under the provision of the Procurement Code Section 13-1-129 will need to require separate bonding.

Wage Information: the following information pertains to wage rates, subcontracting and taxation. Please read carefully:

State Wage Rates: It is the contractor's responsibility to acquaint himself / herself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Department of Workforce Solutions will be paid by the contractor for every job performed under this contract for any project which is greater than $60,000 on an individual basis. Compliance is a part of this proposal. The contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the Department of Workforce Solutions, that any laborer or mechanic employed by the contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract,

FMS may, by written notice to the contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and FMS may prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

Subcontractors: The contractor may subcontract portions of the work to qualified and licensed subcontractors. The contractor shall be fully responsible for the work of the subcontractors, at any tier, to the full extent of the requirements of the contract. No markup p will be allowed for subcontracted work. Prices for all work shall be priced according to the general contractor's bid. Note that any subcontracted work must be minimal and incidental to the main project. Subcontractor must be fully established, licensed and otherwise qualified. Also, all subcontractors must be registered with the Department of Workforce Solutions. Please provide their number with your subcontractors list.

Work Supervision: Unless specified otherwise, provide all supervision, labor, materials, transportation, equipment, hauling and services necessary for completely finished and operational Miscellaneous Painting, provided all minor incidental items required as parts of the work even though not specifically shown on contract drawings or specifications. The contractor shall provide and install the number of items of equipment as indicated on the drawings and as required for complete systems.

Work Orders: Work performed under this contract is subject to strict FMS internal controls. Execution of any project within the scope of this contract shall be initiated by the in-house submission of a work order to the attention of appropriate authorized FMS contact. A decision will then be made to do the work with FMS crew or to utilize this contract for all or any portion of the work. Contractor shall have no access to work orders and shall not enter into FMS Administrative decisions.

If FMS shall elect to use this contract, designee will notify the contractor of work to be done and make arrangements to meet the contractor at the site and verbally explain what needs to be done. FMS will issue, to the contractor, plans and/or description of work to be performed. Work shall not commence without the issuance of a Purchase Order.

Order Placement: Orders will be placed by the responsible department, needing the service. A purchase order will be issued referencing the RFP number. Do not accept telephone/facsimile orders from school/departments without an approved Purchase Order. **FMS will not pay for unauthorized purchases**.

Purchase Orders and Invoicing: Upon Award, FMS will issue a Notice of Award and a Notice to Proceed, which will be in effect for the duration of the contract and will accommodate multiple billings as work is completed. Purchase orders referencing the RFP number will be issued as projects are deemed necessary. Itemized invoices, clearly referencing appropriate Purchase Order number and RFP number shall be submitted to FMS Operations Department, 3401 E. 30th Street, Ste. A, Farmington, NM 87402. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or other submittal required by contract.

Work in Progress: Any work in progress, with a Purchase Order in current contract year, may continue with services past expiration date of proposal to complete the job.

Work Scheduling: All work shall be, insofar as possible, performed during normal business hours, 8:00 AM – 4:00 PM, Monday through Friday. However, it has also proven advantageous to schedule work on weekends or evenings in order to avoid interfering with staff and/or student traffic. This is coordinated on a case-by-case basis as mutually agreeable. However, all work shall be coordinated

with both Maintenance and Operations and the Site Administrator to avoid interference with any facility schedule.

When work is approved and schedule has been set on a daily basis all workmen must sign in and out through the administrative office when arriving at the site, and again when leaving. The site administrator/designee will sign appropriate form verifying that workmen have been on site and when the work has been completed. A list of worker's name(s) and job classifications(s) shall be included on the form. Site workers must wear distinctive clothing identifying the company e.g., shirt with company logo or similar and/or a company badge. Once begun, work shall continue without interruption and total job shall be completed within the number of days specified.

TECHNICAL SPECIFICATIONS

PART ONE – GENERAL SUMMARY

A. Paint and finish exposed surfaces using a combination of materials listed on the Painting Schedule in Part 3 of this Section, as specified herein, and as needed for a complete and proper installation.

B. Work not included:
   1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
   2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified.
   3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts; unless otherwise indicated.
   4. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.
   5. Do not paint concrete, which has been sandblasted.

C. Definitions:
   "Paint", as used herein, means coating systems material including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as a prime, intermediate, or finish coats.

SUBMITTALS

A. Product data: Soon after the Contractor has received the Owner's Notice to Proceed, submit:
   1. Materials list of items proposed to be provided under this Section.
   2. Manufacturer’s specifications and other data needed to prove compliance with the specified requirements.

B. Samples:
   1. Following the selection of colors and glosses by the Executive Director of Operations and/or the Plant Operations Supervisor’s review:
      a. Provide three Samples of each color and each gloss for each material on which the finish is specified to be applied.
      b. Except as otherwise directed by the Executive Director of Operations and/or the Plant Operations Supervisor, make samples approximately 8" x 1O" in size.
      c. If so directed by the Executive Director of Operations and/or the Plant Operations Supervisor, submit samples during progress of the work in the form of actual surfaces to be painted.
   2. Revise and resubmit each sample as requested until the required gloss, color and texture is achieved. Such samples, when approved, will become standards of color and finish for accepting or rejecting the work of this Section.

3. Do not commence finish painting until approve Samples are on file at the job site.

QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experience in the crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
   1. Paint Coordination:
      a. Provide finish coats, which are compatible with the prime coats actually used.
      b. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata.
      c. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
      d. Provide barrier coats over non compatible primers, or remove the primer and reprime as required.
      e. Notify the Executive Director of Operations and the Plant Operations Supervisor in writing of anticipated problems in using special coating systems over prime-coatings supplied under other sections.

SITE CONDITIONS

A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Executive Director of Operations and/or Plant Operations Supervisor.

B. Weather conditions:
   1. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Executive Director or Operations and/or the Plant Operations Supervisor.
   2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

MAINTENANCE

A. Upon completion of the work of this Section, deliver to the Owner an extra 5 gallons of each color, type, and gloss of paint used in the work, tightly sealing each container, and clearly labeling with contents and location where used.

PART TWO - PRODUCTS PAINT
MATERIALS

A. Acceptable materials:
   1. The Painting Schedule in Part 3 of this Section is based, in general, on products of Sherwin Williams.
   2. Equal products of other manufacturers approved in advance by the Executive Director of Operations and/or the Plant Operations Supervisor may be substituted in accordance with provisions of the Contract.
   3. Where products are proposed other than those specified by name and number in the Painting Schedule, provide a new painting schedule compiled in the same format used for the Painting Schedule included in this section.

B. Undercoats and thinners:
   1. Provide undercoat paint produced by the same manufacturer as the finish coat.

2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
3. Insofar as practicable, use undercoat, finish coat, and thinner materials as parts of a unified system of paint finish.

COLOR SCHEDULES

A. The Executive Director of Operations and/or the Plant Operations Supervisor will prepare a color schedule with samples for guidance in painting.

B. The Executive Director of Operations and/or the Plant Operations Supervisor may select, allocate, and vary colors on different surfaces throughout the work, subject to the following:
   1. Exterior work: A maximum of five different colors will be used, with variations for trim, doors, doors, miscellaneous work and metal work.
   2. Interior work: A maximum of thirteen different pigmented colors will be used, with variations for trim and wall surfaces and wainscots.
   3. Dark tones: A maximum of two dark tones will be used as accent colors for interior.

APPLICATION EQUIPMENT

A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Executive Director of Operations and/or the Plant Operations Supervisor.

B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

OTHER MATERIALS

Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Executive Director of Operations and/or the Plant Operations Supervisor.

PART THREE - EXECUTION SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

MATERIALS PREPARATION

A. General:
   1. Mix and prepare paint materials in strict accordance with the Executive Director of Operations and/or the Plant operations Supervisor.
   2. When materials are not in use, store in tightly covered containers.
   3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.

B. Stirring:
   1. Stir materials before application, producing a mixture of uniform density.
   2. Do not stir into the material any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

SURFACE PREPARATION

A. General:

1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturers' recommendations as approved by the Executive Director of Operations and/or the Plant Operations Supervisor.
2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface applied protection prior to surface preparation and painting operations.
3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
4. Clean each surface to be painted prior to applying paint or surface treatment.
5. Remove oil and grease with clean cloths and cleansing solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.

B. Preparation of Wood Surfaces
1. Clean wood surfaces until free from dirt, oil, and other foreign substances.
2. Smooth finished wood surfaces exposed to view, using the proper sandpaper where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.
3. Unless specifically approved by the Executive Director of Operations and/or the Plant Operations Supervisor, do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture meter approved by the Executive Director of Operations and/or the Plant Operations Supervisor.
4. Thoroughly clean surfaces until free from dirt, oil, and grease.
5. On galvanized surfaces, use solvents for the initial phosphoric acid etch. Remove etching solution completely before proceeding.
6. Allow to dry thoroughly before application of paint.

PAINT APPLICATION

A. General:
1. Touchup shop-applied prime coats which have been damaged and touchup bare areas before start of finish coats application.
2. Slightly vary the color of succeeding coats.
   a. Do not apply additional coats until the completed coat has been inspected and approved.
   b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
3. Sand and dust between coats to remove defects that are visible to the unaided eye from a distance of five feet.
4. On removable panels and hinged panels, paint the back sides to match the exposed sides.

B. Drying:
1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
2. Consider oil-base and oleo-resinous solvent-type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Brush Applications:
1. Brush out and work the brush coats onto the surface in an even film.
2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.
3. Do not double back with spray equipment to build up film thickness of two coats on one pass.

D. For completed work, match the approved samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.

E. Miscellaneous Surfaces and Procedures:

1. Exposed mechanical items:
   a. Finish electric panels, access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar to match the adjacent wall and ceiling surfaces, or as directed.
   b. Paint visible duct surfaces behind vents, registers, and grilles flat black.
   c. Wash metal with solvent, prime, and apply two coats of alkyd enamel.
2. Exposed pipe and duct insulation:
   a. Apply one coat of latex paint on insulation which has been size or primed under other Sections; apply two coats on such surfaces when unprepared.
   b. Match color of adjacent surfaces.
   c. Remove band before painting, and replace after painting.
3. Hardware
   a. Paint prime coated hardware to match adjacent surfaces.
   b. Paint metal portions of head seals, jam seals, and astragal seals to match the color of the door frame unless otherwise directed by the Executive Director of Operations and/or the Plant Operations Supervisor.
4. Wet areas:
   a. In toilet rooms and contiguous areas, add an approved fungicide to paints if specified.
   b. For oil-based paints, use 1% phenolmercuric or 4% tetrachloro- Phenol.
   c. For water emulsion and glue size surfaces, use 4% sodium tetrachlorophenate.
5. Interior: Use "stipple" finish where enamel is specified.
6. Exposed vents: Apply two coats of hat-resistant paint approved by the Executive Director of Operations and/or the Plant Operations Supervisor.

F. Miscellaneous Surfaces and Procedures:

1. Exposed mechanical items:
   a. Finish electric panels, access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar to match the adjacent wall and ceiling surfaces, or as directed.
   b. Paint visible duct surfaces behind vents, registers, and grilles flat black.
   c. Wash metal with solvent, prime, and apply two coats of alkyd enamel.
2. Exposed pipe and duct insulation:
   a. Apply one coat of latex paint on insulation which has been size or primed under other Sections; apply two coats on such surfaces when unprepared.
   b. Match color of adjacent surfaces.
   c. Remove band before painting, and replace after painting.
3. Hardware
   a. Paint prime coated hardware to match adjacent surfaces.
   b. Paint metal portions of head seals, jam seals, and astragal seals to match the color of the door frame unless otherwise directed by the Executive Director of Operations and/or the Plant Operations Supervisor.
4. Wet areas:
   a. In toilet rooms and contiguous areas, add an approved fungicide to paints if specified.
   b. For oil-based paints, use 1% phenolmercuric or 4% tetrachloro- Phenol.
   c. For water emulsion and glue size surfaces, use 4% sodium tetrachlorophenate.
5. Interior: Use "stipple" finish where enamel is specified.
6. Exposed vents: Apply two coats of hat-resistant paint approved by the Executive Director of Operations and/or the Plant Operations Supervisor.

PAINTING SCHEDULE

MATERIALS: For the purpose of this RFP, Sherwin Williams products have been specified for each homogeneous area. Only the highest-grade products of an approved equal of other major manufacturers will be accepted. Any deviation from the specified products or approved equals could cause the contract to be terminated. All alternate products must be approved by the School District representative prior to its use.

SUBSTRATES AND SPECIFIED COATINGS:

A. WALLS: Semi-Gloss Vinyl Acrylic Promar 200 Interior Latex Semi-Gloss B31 W200 Series.

B. METAL INTERIOR WALLS (PANELS): Incredicoat Interior Latex Semi-Gloss B31 WJ2. Application Method: Brush, roll or spray.

C. INTERIOR WOOD DOORS AND RAILS: Gloss or Satin Polyurethane.
Coat - Polyurethane Varnish A67 Series.
Application Method: Brush, roll, or spray.

D. INTERIOR METAL STRIPS: Semi-Gloss Acrylic Coat - Metalatex Semi- Gloss Coating B42 Series.
Application Method: Brush, roll, or spray.

E. INTERIOR/EXTERIOR METAL DOOR AND TRIM: Gloss Alkyd.
First Coat - Kem Kromik Metal Primer B50 W1/B50N2 Second
Coat - Industrial Enamel B54 Series.

F. RESTROOM AREAS: Semi-Gloss Acrylic.
Coat - Incredicoat Interior Latex - Semi Gloss B31 WJ2 . Application
Method: Brush, roll or spray.

G. CONCRETE FLOOR PAINT: Alkyd Polyurethane. Coat - Polyurethane Floor Enamel A33 Series.
Application Method: Brush, roll, or spray.

H. BUILDING METAL LOC KERS: Gloss Alkyd.
Spot Prime - Kern Kromik Universal Metal Primer B50Z. Top Coat - Industrial Enamel B54 Series.
Application Method: Spray

I. INTERIOR DOORS: Hi-Solids Polyurethane.
Industrial & Marine Coatings Part S B65-300 and Part T B60V30.
Application Method: Airless spray, conventional spray, brush

PROPOSAL PRICING LIST

(Submit With Proposal)

Provide all necessary labor, material and equipment to provide On Demand Miscellaneous Painting Services.

ITEM	DESCRIPTION	UNIT RATES
1	Exterior Walls	$ / Sq Ft.
2	Interior Walls	$ / Sq Ft.
3	Handrails and Metals	$ / Sq Ft.
4	Exterior Metal	$ / Sq Ft.
5	Exterior Doors and Frames	$ / Sq Ft.
6	Exterior Trim	$ / Sq Ft.
7	Sandblasting	$ / Sq Ft.
8	Percent Markup on purchased materials substantiated by materials and/or equipment invoices	%
9	Response time after notified hours	Hours

NOTE:

1. Rates shall include all markups / overhead, travel time, and mileage.
2. Applicable taxes shall be added to amounts invoiced.

_____ Contractor

_____ Telephone Number

_____ Address

_____ Contractor Signature

_____ New Mexico Cont. License Number

_____ Type or Print Name

_____ New Mexico Cont. Preference Number

_____ NM Work Force Solutions Number

Firm Name: _____

SPECIFICATIONS EXCEPTION FORM

Note: Your proposal may be rejected if you do not sign and submit this page.

Proposal on materials, supplies, or equipment with varying specifications may be considered by Farmington Municipal Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of FMS to probe for information concerning items which you intend to furnish. Therefore, if your proposal differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

_____

_____

_____

_____

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_____

_____

_____

_____

I do meet specifications: _____
Signature

Exceptions are as stated: _____ Signature

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 Farmington Municipal 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 Farmington Municipal 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 Farmington Municipal 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 Farmington Municipal 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 Farmington Municipal 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: _____ _____ Email: _____

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

_____
Title (position)

Date_____

--
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)

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 1ending 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 1ending 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.