Farmington Municipal Schools
Procurement Office
3401 E. 30th St. Suite A
Farmington, NM 87402

REQUEST FOR PROPOSAL

HARDWARE REPAIR SERVICES FOR APPLE PRODUCTS

Price Agreement

No. RFP 2024-01

Attached General Conditions, Supplemental Conditions ,Specifications, and Bid Proposal Form

FMS Website: www.district.fms.k12.nm.us

Mailing Address:	Physical Address:	Contact:
3401 E. 30th St. Ste A Farmington, NM 87402	3401 E. 30th St. Ste A Farmington, NM 87402	Lisa Evans Chief Procurement Officer Farmington Municipal Schools (505) 324-9840 ext 1518 levans@fms.k12.nm.us

Acceptance Date: June 26, 2023
Acceptance Time: **2:00 PM (Local)**

Issue Date: **June 11, 2023**

Notes:

F.O.B. Point: DESTINATION

Terms: Net 30 unless otherwise stated

Quantities may be increased or decreased within reasonable amounts.

LEGAL NOTICE
REQUEST FOR PROPOSALS

Public Notice is hereby provided that the Farmington Municipal Schools is accepting competitive sealed proposals for:

HARDWARE REPAIR SERVICES FOR APPLE PRODUCTS

Price Agreement

No. RFP-2024-01

As more particularly set out in the RFP documents, copies of which may be obtained from the Farmington Municipal Schools, Procurement Office, 3401 E. 30th St. Suite A, Farmington, NM 87402 or may be downloaded from the FMS District Website https://district.fms.k12.nm.us/district/departments/operations/rfp

Sealed proposals for such will be received at the Procurement Office until **2:00 P.M.** *(LOCAL TIME)* on **JUNE 26, 2023.** When they will be opened and those firms submitting a proposal's name will be read aloud. Envelopes and/or Packages are to be sealed and plainly Marked RFP Number **RFP 2024-01.** NO FAXED PROPOSALS or proposals submitted after the specified date and time will be considered and will be returned unopened.

The Farmington Municipal Schools Board of Education reserves the right to reject any or all proposals, waive any formalities or minor inconsistencies, and/or cancel this solicitation in its entirety.

Dated: June 11, 2023

By: /S/ Stephanie Thompson, President Board of Education

Farmington Municipal Schools, District 5

Publication Date: June 11, 2023

FARMINGTON MUNICIPAL SCHOOLS

3401 E. 30TH ST. SUITE A

FARMINGTON, NEW MEXICO 87402

(505) 324-9840

Please accept this Request For Proposals (RFP) for the services and/or materials specified on the following pages.

If you desire to submit a proposal, provide the requested documents as stated in the solicitation. Sign and return your proposal in a sealed envelope.

Clearly mark the outside of the mailing envelope with the RFP Number and due date. Highlight this information for identification purposes. All responses must be returned before the time and date specified on the cover page for this RFP.

Any questions regarding this proposal may be directed to my office. All verbal information is for clarification purposes only and is not binding. Any binding information **MUST** be in writing. Any deviations from the scope of work/specifications should be so stated in your proposal.

Lisa Evans Chief Procurement Officer Farmington Municipal Schools (505) 324-9840, ext 1518

FARMINGTON MUNICIPAL SCHOOLS

3401 E. 30TH ST. SUITE A

FARMINGTON, NEW MEXICO 87402

(505) 324-9840

ACKNOWLEDGMENT OF RECEIPT FORM FOR HARDWARE REPAIR SERVICES FOR APPLE PRODUCTS

RFP-2024-01

In acknowledgement of receipt of this Invitation To Bid (ITB) the undersigned agrees that they have received a complete copy of this proposal consisting of twenty-eight (28) pages.

This Acknowledgment of Receipt Form should be signed and returned to the Procurement Office no later than 5:00 PM local time on June 20, 2023 ***Only potential Bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the District's written response to those questions, as well as Amendments, if any are issued.***

FIRM :

REPRESENTED BY :

TITLE :

ADDRESS:

CITY , STATE, ZIP :

PHONE NO .: FAX NO .:

EMAIL :

The above name and address will be used for all correspondence related to this Request for Proposal.

The above Firm **DOES** **DOES NOT** intend to respond to this Request for Proposal.
(Circle One)

Return this form to: Farmington Municipal Schools
Procurement Office
3401 E. 30th St. Suite A Farmington,
New Mexico 87402
levans@fms.k12.nm.us

Please return this form by the close of business June 20, 2023

FARMINGTON MUNICIPAL SCHOOLS

3401 E. 30TH ST. SUITE A
FARMINGTON, NEW MEXICO 87402
(505) 324-9840

RFP 2024-01
GENERAL CONDITIONS

INSTRUCTIONS TO OFFERORS: The purchase of any and all supplies, equipment, or services by the Farmington Municipal Schools (FMS), pursuant to any advertisement or request for proposals is subject to the following terms and conditions:

1. **Sealed Proposals:** All proposals must be submitted in a sealed envelope and shall not be opened and considered if they are not received by the Procurement Office prior to the time specified for the receiving of proposals in the Advertisement for Proposals. All sealed proposals must be submitted on the proposal document originals or forms, or reasonable facsimile furnished by the school district. All proposals must be signed by a responsible and authorized person for the bidding firm; failure to do so may result in disqualification of their respective bid. **NOTE: FAX TRANSMITTAL PROPOSALS WILL NOT BE ACCEPTED.** Proposals submitted after the receipt date and time will not be considered and will be returned unopened.

2. **Modifications or Withdrawal:** Proposals deposited with the district may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Procurement Office.

3. **Proposal Opening:** The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

4. **Note:** These documents constitute a "Request for Proposal" or RFP. It is a request for an offer. As such, it allows alternate offers or proposals to be considered and the terms and conditions may be subject to negotiations to reach best and final offers. All information requested for submittal should be included with the offer, and exceptions or alternates clearly noted.

5. **Amendments:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal Amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Amendment to this solicitation issued by the Procurement Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Procurement Office.

6. **Competency of Offeror:** Proposals will be considered only from firms which are regularly engaged in providing the type of materials or service described in the RFP, and who can provide

evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate FMS staff.

7. **Confidentiality:** Offerors may request, in writing, nondisclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order facilitate eventual public inspection.

8. **Evaluation of Proposals:** Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the Request For Proposals (RFP). For purposes of conducting discussions, proposals may initially be classified as:

    a. Acceptable
    b. Potentially Acceptable, that is reasonably likely of being made acceptable or; c. Unacceptable

9. **Discussions with Individual Offerors:** The Board is under no obligation to conduct discussions with any or all Offerors. The Board specifically reserves the right to award the contract with no discussions with Offerors and based only on the written proposals received by the due date and time. Discussions may be conducted with any or all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offeror(s) whose proposals are most advantageous to Farmington Municipal Schools.

10. **Purpose of Discussions:** Discussions may be held to:

    a. Promote understanding of Board's requirement and the Offeror's proposal.
    b. Obtaining best and final offers
    c. Facilitate arrival at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.

11. **Conduct of Discussions:** If the Board exercises its option to conduct discussions, the procurement officer will establish procedures and schedules for conducting these discussions. If during discussions there is a need to any substantial clarification of or change in the Request for Proposals, the request shall be amended to incorporate such clarification or change. Any substantial oral clarification of a proposal shall be reduced to writing by the Offeror.

12. **Negotiations:** The Board's designee shall negotiate, if needed, a contract with the Highest Qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors

considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new Request for Proposals is initiated.

13. **Taxes:** The proposal total shall exclude all applicable taxes. FMS will pay any taxes due on the contract based upon billing submitted by the Contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.

14. **Mandatory Requirements:** Mandatory requirements may be waived by the Board if all of the otherwise responsive Offeror's failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The Board shall have the right to request subsequent information from the otherwise responsive Offerors.

15. **Contract Terms and Conditions:** The contract resulting from this RFP will follow the format specified by FMS and contain the terms and conditions set forth herein. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract. Should an Offeror object to any of the Board's terms and conditions, that Offer must propose specific alternative language that would be acceptable to the Board. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Board and will result in disqualification of the Offeror's proposal.

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

17. **Right to Protest:** Any bidder, offeror or contractor who is aggrieved in connection with a procurement may protest to the Chief Procurement Officer. The protest shall be submitted in writing within 15 calendar days after the facts of the occurrences giving rise thereto §13-1-172.

18. **Cancellation for Convenience:** FMS reserves the right to cancel any contract resulting from this request for convenience by giving thirty (30) days written notice to the vendor. The District shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

19. **Cancellation for Cause:** If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, FMS shall have the right to cancel the contract by giving written notice of cancellation to the vendor. Cancellation of contracts in excess of $3,000.00 on an annual basis, may be cause for debarment of a person or vendor to receive invitation for bids or to be awarded a contract for a period of one year.

20. **Harassment Policy:** All firms, their employees and agents, agree to comply with the Farmington Municipal Schools "policy for Prohibition of Harassment, Discrimination, or Violence based on Race, Religion, Sex, Disability, or Age."

21. **Information:** If clarification is needed on any part of the General Conditions and Scope of Work, contact Lisa Evans, Chief Procurement Officer, 3401 E. 30th St, Farmington, NM 87402 Phone 505-324-9840, ext 1518, levans@fms.k12.nm.us

22. **Appropriations:** The terms of this Agreement are contingent upon sufficient monies being made available by FMS for the performance of this Agreement. If sufficient appropriations and authorizations are not made by FMS, this Agreement shall terminate upon written notice being given by FMS to the Contractor. The school district's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

23. **Procurement Code:** The State of New Mexico Procurement Code and Regulations shall apply.

24. **Award:** The award, if made, shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to FMS, taking into consideration the evaluation factors set forth in the Request For Proposals.

25. **Notice to Offerors:** Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

26. **PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

27. THE FARMINGTON MUNICIPAL SCHOOL BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

Acceptance of Conditions Governing Procurement
RFP-2024-01

28. The undersigned certifies that they have read and understands the above general conditions and proposal documents, and that they accept these conditions and submit the attached proposal in full compliance with these conditions, the applicable scope of work, and the contract. I agree that my proposal will remain firm for the period of up to 60 days in order to allow the District adequate time to evaluate the qualifications submitted. Further the undersigned certifies that they are duly authorized to sign, bind, and bid on behalf of the bidding firm.

    In submitting this Proposal, the undersigned represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and Local requirements which are a part of this solicitation. Further this proposal is made without prior understanding, agreement, connection discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The Offeror will comply with all applicable Federal and State Laws, Local Ordinances and the Rules and Regulations of all Authorities having jurisdiction over this solicitation.

    The Offeror further warrants that they are not currently debarred or suspended by any governmental entity, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, §10-16-1 through §10-16-18, NMSA 1978 as amended, regarding Contracting with a public offer or District employee or former District employee have been followed.

Name of Firm	Authorized Signature
Electronic Mail	Name Printed or Typed
	Title
Address	
	Date
Phone	
Fax	

29. **Resident Preference:** Pursuant to §13-1-21 and §13-1-22, Bidders/Offerors **SHALL** submit a valid copy of their Resident Preference Certificate with their bid or proposal in order for preference to be applied for the solicitation.

a. The Resident Preference is to be defined as Resident Business, Resident Contractor or Resident Veteran.

b. Effective January 1, 2012 Resident Preference Certificates are issued by the New Mexico Taxation and Revenue Department. Resident Preference Certificates issued by the State Purchasing Division (Agent) are **NOT VALID** pursuant to the statute.

c. The "Resident Veterans Preference Affidavit" enclosed with this solicitation is to be completed and returned **ONLY** if the Bidder/Offeror currently hold a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department.

d. Preferences are NOT cumulative. Bidders will only be entitled to ONE preference.

e. Please contact the New Mexico Taxation and Revenue Department or visit their website at www.tax.newmexico.go v for information and applications for Resident Preferences.

NOTE: A VALID RESIDENT PREFERENCE CERTIFICATE SHALL BE INCLUDED WITH BID RESPONSE OR PROPOSAL IN ORDER FOR THE BIDDER/OFFEROR TO BE ENTITLED A PREFERENCE. FAILURE TO DO SO SHALL RESULT IN NO PREFERENCE APPLIED TO THE BID/PROPOSAL.

30. **Joint Bid or Proposals:** Pursuant to §13-1-21 (F), NMSA 1978; when a joint bid or proposal is submitted by both a resident and nonresident business, the resident business preference provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.
Offeror to complete the following if submitting a joint bid/proposal:

Firm Name, Location of RESIDENT BUSINESS	**Work to be performed**	**Percentage of work performed compared to Total Contract Amount**
Firm Name, Location of NON-RESIDENT BUSINESS	**Work to be performed**	**Percentage of work performed compared to Total Contract Amount**

Resident Veteran's Preference Certification (AFFIDAVIT)

RFP-2024-01

ONLY COMPLETE IF CURRENTLY POSSESS A RESIDENT VETERAN'S PREFERENCE CERTIFICATE

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

Please check box <u>only if vendor qualifies as Resident Veteran's Business or Contractor for this Bid.</u>

€ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December31 is $3M or less in the preceding tax year allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

"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 Sections 13-1-21 or 13-1-22, NMSA 1978, 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 unaward of the procurement involved if the statements are proven to be incorrect.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Scope of Work

The Farmington Municipal Schools is requesting proposals from qualified Offerors to provide the following services:

1. Hardware Repair services for Apple products, specifically 5000 M1 MacBook Airs. The mandatory scope of work includes receiving shipped Apple hardware from Farmington Municipal Schools, processing all items received and accounting for accuracy in the shipping data and the received material, evaluating each item for appropriate repairs, completion of identified repairs, appropriate packaging of repaired items to be returned using the shipping method preferred by Offeror and maintaining an average turn-around time at Offeror's repair center of 2-4 days.
2. Device repair coverage against accidental damage up to the replacement cost of each unit.

Technical Requirements:

Offeror is required to complete all identified and approved repairs in a timely manner using trained technicians and quality parts.

1. **Term of Contract:** The term of this contract shall be from Date of Award through August 1, 2023. GMCS reserves the option to renew this agreement for three (3) each additional, one (1) year periods.

2. **Pricing:** Pricing for is intended to be firm fixed price for the duration of the contract.

3. **Competency Of Offeror:** Proposals will be considered only from firms who can provide evidence that they have established a satisfactory record of performance and integrity to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate FMS staff.

4. **Payment Or Acceptance Not Conclusive:** Vendor will supply the District with invoice(s) for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Offeror from corrections of the defects. The final acceptance shall not be binding upon the District, nor conclusive, should it subsequently develop the Offeror has furnished inferior items or had departed from the Specifications and/or the terms of the Contract. Should such conditions become evident, the District shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the Specifications (and drawings, if any) at the cost and expense of the Offeror.

5. **Price Adjustments:**

   a. Any price escalation requested by the vendor shall be limited to actual increased cost passed from the supplier/manufacturer to the vendor. Any request for price increases shall be submitted in writing and supported with appropriate documentation showing the increased cost to the vendor versus the cost used to determine the price quoted at the Bid Opening.

   b. Price decreases shall be immediately passed on to the District for both sections.

11. **Proposal Submission:** Offerors are advised that if submitting their bid by utilizing overnight method (Federal Express, UPS Next Day Air, USPS Overnight, etc.), please be sure to note bid number on exterior of envelope/package. Failure to do so will not constitute a liability on the District if the Bid is misplaced or lost. Further, Offerors are cautioned that the District does not accept liability for such carriers' delay in delivery.

Scope of Work
RFP 2024-01

Scope of Work

The Farmington Municipal Schools is requesting proposals from qualified Offerors to provide the following services:

1. Hardware Repair services for Apple products, specifically 5000 M1 MacBook Airs. The mandatory scope of work includes receiving shipped Apple hardware from Farmington Municipal Schools, processing all items received and accounting for accuracy in the shipping data and the received material, evaluating each item for appropriate repairs, completion of identified repairs, appropriate packaging of repaired items to be returned using the shipping method preferred by Offeror and maintaining an average turn-around time at Offeror's repair center of 2-4 days.
2. Device repair coverage against accidental damage up to the replacement cost of each unit.

Technical Requirements:

Offeror is required to complete all identified and approved repairs in a timely manner using trained technicians and quality parts.

A. Contacts

1. All questions concerning this Request for Proposals (RFP) should be submitted to the Procurement Manager listed below:

   Lisa Evans
   Chief Procurement Officer
   3401 E. 30th Street
   Farmington, NM 87402
   levans@fms.k12.nm.us

2. Only written questions will be accepted. Responses to written questions will be through Amendment ONLY, which shall be posted on the FMS webpage and emailed to the Offerors who have submitted the Acknowledgement of Receipt Form, page 4.

3. Offerors are hereby advised and cautioned that all communication and information shall be obtained only through the Procurement Manager. Communication with other District employees, officials or Board Members in connection with this solicitation may result in Offeror's proposal being disqualified.

B. Orders.

i. SEQUENCE OF EVENTS

a. Schedule. Subject to change at discretion of the Procurement Manager and proper notice provided to Offerors:

	Action	Responsibility	Date/Time (MDT)
1.	Issue RFP	District	June 11, 2023
2.	Acknowledgement of Receipt Form Deadline	Potential Offerors	June 20, 2023
3.	Deadline to Submit Written Questions	Potential Offerors	June 22, 2023
4.	Response(s) to written questions, via email	Procurement Manager	June 22, 2023
5.	**Deadline to Submit Proposals**	**Offerors**	June 26, 2023
6.	Proposal Evaluation	Evaluation Committee	June 27, 2023
7.	Interviews (if held)	Evaluation Committee	TBD
8.	Recommendation for Award to Governing Body	Procurement Manager	July 11, 2023
10.	Notice of Award	District	July 12, 2023
11.	Protest Deadline	Offerors	August 2, 2023

1. EVALUATION

a. Process. The purpose of the evaluation of proposals is to assess the relative merits of the proposals submitted and to make an award to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the District, taking into consideration the evaluation factors as set forth below

1. Final Rankings – All **committee rankings** (not individual scores) are public record and will be available for public inspection at the District offices after final award of contract(s). Individual scores and rankings by each committee member shall be confidential.

2. Point Calculations - All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance. The Committee's points for each Offeror shall be totaled and averaged, and the average translated into a rank score. The highest rank(ed) Offerors shall be considered for interviews. The District reserves the right to award a contract or contracts without holding interviews.

b. Evaluation Criteria

1. Experience:
Provide information that documents your firm's, or team's, overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required.

10 Point

2. Delivery:
Provide schedule for delivery.

15 Points

3. Past Performance/References:
Provide a list of current or previous clients, which the proposed scope of work, including comparable scale and size of the District, has been contracted. The Evaluation Committee may consider any relevant information or data, from any reliable source (references) relating to the RFP evaluation factors and the Offeror's ability to successfully perform the project. Such information may be obtained from the Offeror's prior customers, commercial and public databases or other reliable sources.

10 Points

5. Other Value-Added Services – Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the District. These should be identified and listed separate.

5 Points

6. Cost Proposal – Provide a breakdown of costs to perform the work. This must be submitted in a sealed envelope that is identified with your firm's name and "COST PROPOSAL". Costs proposed should be in direct relationship to the services offered in relation to the Technical Approach. Other Value Added Services shall be listed separately. The following formula will be used to evaluate the Cost Criteria

40 Points

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

The Lowest Responsive Offeror's Cost will be divided by other Offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

7. Interview/Oral Presentation – If the Evaluation Committee determines that there are sufficient responsive, responsible Offerors submitted, notice will be given to those Offerors to attend a pre-interview meeting (if held) and participate in the Interview Process. Total points, based on questions for the interview, and potential site visit(s), will be a possible 100 Points. Questions will be distributed prior to the Oral Presentation or at the pre-interview meeting. Dates, times, and location for events will be in the notification of short-listed finalists.

100 Points

GRAND TOTAL 200 POINTS

C. Cost Proposal – MUST be sealed in a separate envelope marked "COST PROPOSAL" (Exhibit "A") and must be submitted with the proposal.

1. The Cost Proposal (Exhibit "A") shall be completed. The evaluation of the cost proposals shall be based on the formula set forth above.

2. Alternate pricing structures may be submitted, but CLEARLY LABELED AS ALTERNATE PRICE PROPOSAL. However, the amount stated above will be utilized for the evaluation and scoring of the proposals.

D. Final Pricing – will be negotiated and included in the Final Contract.

CONTRACTUAL INFORMATION

Name of Bidding Firm

Authorized Signature

Mailing Address

Name of Person Signing (printed/typed)

City State ZIP

Electronic Mail (email) Address

Phone Number

Fax Number

ORDER & REMIT ADDRESSES:

Order Address:	Remit Address:
Name:	Name:
Address:	Address:
City State ZIP:	City State ZIP:
Phone No.	Phone No.
email address for Purchase Orders:	email address for questions:

REFERENCES
RFP 2024-01

All Vendors are to provide a minimum of three (3) references for similar relevant experiences within the last 5 years:

Reference No. 1
1. Entity Name and Address: 2. Contact Name, Phone Number, Email: 3. Contract Start and End Dates: 4. Type of Service(s) provided: 5. Original Contract Award Amount: Final Contract Amount or Total Value of Contract:

Reference No. 2
1. Entity Name and Address: Contact Name, Phone Number, Email: 2. 3. Contract Start and End Dates: 4. Type of Service(s) provided: 5. Original Contract Award Amount: Final Contract Amount or Total Value of Contract:

Reference No. 3
1. Entity Name and Address: Contact Name, Phone Number, Email: 2. 3. Contract Start and End Dates: 4. Type of Service(s) provided: 5. Original Contract Award Amount: Final Contract Amount or Total Value of Contract:

APPENDIX "A"

THIS AGREEMENT, entered into the day of , 2023 by and between herein called the "Contractor" and the Farmington
Municipal Schools, District 5, herein called the "District" or "FMS".

1. **SCOPE OF WORK**:
   Contractor shall Contractor's proposal in response to the Request for Proposals (RFP) RFP-2024-01 Further, Contractor agrees to be bound by all terms and conditions set forth in stated RFP.

2. **PAYMENT**:
   Payment and pricing for services shall be as outlined in Attachment "A". Invoices for services shall be presented to the administrator of the using department for approval and verification.

3. **TERM**:
   Subject to the parties executing this contract, the term of this Agreement shall be effective from the date of execution of Agreement by District and , 24 unless terminated, renewed or amended by either party.

4. **TERMINATION**:
   This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**
   The Contractor and his agents and employees are independent contractors performing professional services for the District and are not employees of FMS. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. Neither shall the District be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the District or its agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**
   The contractor shall indemnify and hold harmless the District, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. **ASSIGNMENT**:
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. **SUBCONTRACTING**:
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the District.

9. **RECORDS AND AUDIT**:
The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the District, Fiscal Services, Personnel Department and the New Mexico Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

10. **APPROPRIATIONS**:
The terms of this Agreement are contingent upon sufficient monies being made available by the Farmington Municipal Schools for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Farmington Municipal Schools, this Agreement shall terminate upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **RELEASE**:
The Contractor, upon final payment of the amount due under this Agreement, releases the District, its officers and employees, and the Farmington Municipal Schools from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District to any obligations not assumed herein by the District, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **CONFIDENTIALITY**:
Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

13. **CONFLICT OF INTEREST**:
The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. **AMENDMENT**:
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT**:
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE**:
The Contractor understands and agrees the Procurement Code of the State of New Mexico imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. **EQUAL OPPORTUNITY COMPLIANCE**:
The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE**:
Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation and as stated in the RFP Section V. Certificate evidencing the above shall be furnished to Farmington Municipal Schools.

19. **APPLICABLE LAW**:
This Agreement shall be governed by the applicable policies and regulations of the Farmington Municipal School Board and the laws of the State of New Mexico.

20. **CONTINUATION**:
This agreement can be continued on a month-to-month basis with the written mutual consent of both parties.

21. **RENEWAL**:
The District shall have the option to renew this contract for three (3) additional one (1) year period(s) upon thirty (30) days written notice from the District to the Contractor.

22. **WAIVER OF CONTRACTURAL RIGHT**:
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. **SEVERABILITY**:
If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

24. **NOTICE**:
All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

Farmington Municipal Schools:
Lisa Evans
Chief Procurement Officer
Farmington Municipal Schools
3401 E. 30th Street Suite A
Farmington, New Mexico 87402

Contractor:

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the District below

CONTRACTOR:

BY: Date:
Name, Title

FARMINGTON MUNICIPAL SCHOOLS DISTRICT No. 5

BY: Date:
Lisa Evans
Chief Procurement Officer

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. **THIS FORM SHALL BE COMPLETED AND RETURNED AS A PART OF THE OFFEROR'S PROPOSAL.**

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.

Farmington Municipal School Board of Education:

Current Board Members

Stephanie Thompson, President
Keith Corley, Vice-President
Andra Stradling Secretary
Barbara Tedrow, Member
Joan Vallee, Member

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:
RFP-2024-01

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)

PROPOSAL SUBMISSION CHECKLIST

TECHNICAL PROPOSAL

- € Introduction Letter/Proposal Summary (optional)
- € Acceptance of Conditions Governing the Procurement
- € Scope of Work
- € References
- € Other Supporting Material
- € W-9
- € Campaign Contribution Disclosure Form
- € Resident Business or Resident Contractor or Resident Veteran's Preference Certificate
- € Resident Veteran's Preference Form

COST PROPOSAL

- €
- €
- € Cost Proposal Exhibit "A"

Hardcopy Submission

1 Each	Original Technical Proposal
3 Each	Copies of Technical Proposal
1 Each	Original Cost Proposal (separate sealed envelope) attached to Original Technical Proposal

Electronic Media Option

1 Each	Original Technical Proposal
3 Each	"Jump Drives" NON-REDACTED Copies of Technical Proposal
1 Each	Original Cost Proposal (separate sealed envelope) attached to Original Technical Proposal