



**REQUEST FOR PROPOSALS
FOR
ELECTRICAL MAINTENANCE
SERVICES**

Ruidoso Municipal Schools

RFP NO: 2022-2023 SY #8, Electrical Maintenance Services, Commodity code 280##

Contact Person: Clint Taylor, Chief Procurement Officer

Address: 200 Horton Circle

City/State/Zip: Ruidoso, New Mexico 88345

Telephone: (575)630-7012 **Fax:** (575)257-4150

E-Mail: taylorc@ruidososchools.org

Request for Proposals (RFP) may be obtained by emailing Veronica Prieto at prietov@ruidososchools.org or via online download at www.ruidososchools.org/RFPS.aspx.

Proposals will be received no later than **Wednesday, July 6, 2022**, at 2:00 PM (MDT). Proposals received after the specified time will not be accepted. Sealed proposals must be addressed as detailed in the RFP document and delivered to:

**Ruidoso Municipal School District
200 Horton Circle
Ruidoso, NM 88345**

Proposals may be submitted via email as detailed in the RFP.

PUBLISH DATES: Ruidoso News 6/10/2022.

**RUIDOSO MUNICIPAL SCHOOLS
ELECTRICAL MAINTENANCE SERVICES
REQUEST FOR PROPOSAL
RFP No: 2022-2023 SY #8**

A. NEEDED SERVICES

The Ruidoso Municipal Schools is requesting proposals to provide electrical maintenance services for the 2022-2023 fiscal year (July 1, 2022 – June 30, 2023). The contract is expected to begin on or around July 13, 2022. This contract will not apply to new or add-on building construction. Services will include all time, labor and materials to complete the maintenance project or work order project.

Services will include:

1. Repair and/or replacement of defective wiring;
2. Perform repair and provide parts for specialized equipment, and perform any and/or all lighting/electrical work that the Ruidoso Municipal Schools' staff is not capable of handling in a timely manner;
3. Repair and/or replacement of defective electrical appurtenances (building lighting, special equipment, switches, outlets, breakers and breaker panels, etc.);
4. Ability to respond in a reasonable time to meet the needs of the District;
5. Provide the manpower and vehicles to perform the Electrical Maintenance Services needed by the Ruidoso Municipal Schools.
6. Utilize the District's computerized information management system to receive, and complete work orders.

CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

B. SEQUENCE OF EVENTS

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	District	6/10/22
2.	Deadline to submit written questions	Potential Offerors	6/22/22
3.	Response to written questions	District	6/23/22
4.	Submission of Proposal	Offerors	7/06/22
5.	Proposal Evaluation Period	Selection Committee Tentative Start Date: 7/7/22	Final Meeting: 7/7/22
8.	Recommendation of Award to Governing Board	Procurement Manager	7/12/22
9.	Contract Negotiations Commence	District	7/13/22
10.	Issue Notice of Award, prepare contract	District	TBD
11.	Protest of Award Deadline	Offeror(s)	TBD
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C: EVENT DESCRIPTIONS

1. Issue RFP

This RFP is issued by the District in accordance with the provisions of Section 13 NMSA 1978.

Please note that after the proposal submission due date, the Offerors are not allowed any contact without the District Representative's permission. The District may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals and notices of shortlist status and/or interviews.

2. Deadline to Submit Written Questions

This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Procurement Manager. Written questions should be sent to taylorc@ruidososchools.org with *RFP NO:2022-2023 SY#8 Written Questions* in the subject line.

3. Response to Written Questions

This is the date and time set by the Procurement Manager to issue a response to written questions regarding the RFP procuring document or the procurement process. The Procurement Manager may issue amendments to the RFP document as deemed necessary.

4. Submission of Proposal

The date and time that has been set for the submission of Proposals. Late Proposals will not be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission via mail at the address below or via electronic mail as a single pdf attachment to bid@ruidososchools.org; place **RFP NO: 2022-2023 SY #8**, in the email subject line. Mailed, unfolded, documents shall be in a sealed envelope with the RFP number and opening date indicated on the bottom left hand side of the envelope as follows:

Ruidoso Municipal Schools

Attention:	Clint Taylor, Director of Finance, C.P.O.
If Mailed:	200 Horton Circle, Ruidoso, New Mexico 88345
Physical Address:	200 Horton Circle, Ruidoso, New Mexico 88345
Phone Number of Procurement Manager:	(575) 630-7012

D. CONTRACT PERIOD:

The initial period of the contract shall be July of 2022 through June 30, 2023 with an option to renew annually up to three additional years upon agreement of both parties and approval by the Board of Education.

E. REMODELING OR RELOCATION PROJECTS

The Ruidoso Municipal School reserves the right to obtain competitive quotes for all remodeling or relocation work.

F. LICENSING

The offeror must hold a current State of New Mexico Contractor's License with an EE-98 Classification. Copies of those documents must accompany your proposal response.

G. PROPOSAL RESPONSE

Your proposal response should include the following information:

1. Hourly rate for principal electrician and/or journeyman (hourly rate shall include cost of tools normally used in the type of work described in the RFP).
2. Hourly rate for the helper or apprentice (including cost of tools used).
3. Materials markup cost.
4. Cost of mileage or travel charges.
5. Response time.
6. Warranty on work performed and when applicable.

H. PROPOSAL EVALUATION CRITERIA

Evaluations of proposals shall include:

- | | |
|--|-----------------|
| • Hourly labor rates | 25 points |
| • Material markup rate | 20 points |
| • Travel time and mileage cost using Ruidoso as the destination of service | 40 points |
| • Licensure Provided | 5 points |
| • Response time | 5 points |
| • Warranty on work performed where and when applicable | <u>5 points</u> |
| | 100 points |

I. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor may carry such other insurance as he deems necessary to protect his own interests. He shall, at his sole cost and expense, procure and carry throughout the life of the agreement the insurance hereinafter specified. Such insurance shall cover both the Contractor and the Subcontractors, or separate policies shall be provided for each Subcontractor and shall be carried with an insurance company licensed to transact business in the State of New Mexico. The insurance shall be for the protection of the Contractor and Subcontractors from claims under worker's compensation laws, disability benefit laws or other employee benefit laws; from claims for damages to property, concluding loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be at the site of the work or elsewhere and whether they be carried on by the Contractor or by any Subcontractor or anyone directly employed by any of them or for whose acts any of them may be legally liable. Such insurance shall be written for not less than the limits of liability set out below. Work may not be started on the project until the Certificate of Insurance or the form provided has been filed and approved with the Ruidoso Municipal Schools.

1. Comprehensive General Liability Insurance: The Contractor shall procure and maintain during the life of this Contract, and shall require Subcontractors, if any, to procure and maintain during the life of his subcontract, comprehensive general liability insurance in amounts of not less than Three Hundred Thousand Dollars

(\$300,000.00) for injuries, including death, to any one person, and, subject to the same limit each person, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence, and in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) for property damages in any one accident. Such policies of insurance must include coverage under all sections of the schedule of hazards of the said comprehensive general liability policy form, and must include collapse (c), explosion (x) and underground (u) liability coverage.

The above requirements shall include protection from:

- a. Damage to, or destruction of public and private property located below the surface of the ground, including telephone conduit, power conduit, traffic signal cables, fire alarm circuits, gas mains, gas serve connections, sanitary sewers, house sewers or building sewer connections, water mains, water service connections, steam lines, petroleum products pipelines, storm sewers and inlet lines, and including all appurtenances thereto.
- b. The collapse of, or structural damage to any building, house or structure, utility poles, curb and gutter and sidewalk on public or private property; destruction of or damage to other public and private property including injury or death to a person or persons caused by the Contractor's operations under the Contract. Removal of buildings, structures (including their supports), trees, and utility poles, excavations below the surface of the grounds including blasting, trenching and beautifying with or without the use of mechanical equipment. "Other public and private property", as used above, shall include lawns, plants, flowers, trees, fences, yard walls, etc. The liability insurance shall include the standard assault and battery endorsement.

2. Owner's Protective Public Liability and Protective Property Damage Insurance: The Contractors shall procure and maintain during the life of this Contract, at his own expense, owner's protective public liability and protective property damage insurance in favor of the Ruidoso Municipal Schools in the amount not less than: (1) the sum of One Hundred Thousand Dollars (\$100,000.00) for damage to or destruction of property arising out of a single occurrence; (2) the sum of Five Hundred Thousand Dollars (\$500,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or (3) the sum of One Million Fifty Dollars (\$1,000,050.00) for all claims arising out of a single occurrence. This policy shall also include the standard assault and battery endorsement.

3. Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance in statutory of standard form in an amount covering all of his employees to be engaged in the work under this Contract; as required by the State of New Mexico or the regulatory requirements of the Contractor's Licensing Bureau. Such insurance policies must include coverage under Section 52-1-10, NMSA 1978, for safety devices.

4. Automobile Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance to protect him and the Ruidoso Municipal Schools from any and all claims arising from the use of the following in the execution of work included in this Contract

1. Contractor's own automobile and trucks.
2. Hired automobiles and trucks
3. Automobiles and trucks not owned by Contractor; and
4. BI/PD not less than Three Hundred Thousand Dollars (\$300,000.00)
- 5.

5. Transit Insurance: The Contractor shall secure insurance to protect himself from damage to equipment in transit.

6. Approval of Insurance: Neither approval by the Ruidoso Municipal Schools of any insurance supplied by a Contractor or a Subcontractor, nor failure to disapprove that insurance shall relieve the Contractor or Subcontractor of full responsibility to maintain in full force and effect the above described insurance or for liability, damages, and accidents as set forth herein.

7. Proof of Insurance: Prior to the commencement of any work hereunder, Contractor shall furnish to the Ruidoso Municipal Schools proof of the insurances required in this Section. All such Certificates of Insurance shall provide that the Insurance Company(ies) will give the Ruidoso Municipal Schools ten (10) days prior written notice before any material change in or cancellation of any such policy.

J. SUBMISSION OF PROPOSAL

The date and time that has been set for the submission of Proposals. Late Proposals *will not* be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed date and time. Proposals may be delivered early to avoid any possible delay of the submission via mail at the address below or via electronic mail as a single pdf attachment to bid@ruidososchools.org; place **RFP NO: 2022-2023 SY #8**, in the email subject line.

Mailed, unfolded, documents shall be in a sealed envelope with the RFP number and opening date indicated on the bottom left hand side of the envelope. The length of the proposal shall be limited to a maximum of five (5) pages (printed sheet faces) of text and/or graphic material. All proposals must be received no later than 2:00 p.m., July 6, 2022

Addressed to:

Ruidoso Municipal School District
200 Horton Circle
Ruidoso, NM 88345
Bid File #5 2022-19SY
Clint Taylor, CPO

Phone: (575) 630-7012 Fax: (575) 257-4150

K. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed.

1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Procurement Manager. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Procurement Contact Name:	Clint Taylor, Director of Finance, C.P.O.
Address	200 Horton Circle
City/State/Zip	Ruidoso, New Mexico 88345
Phone Number	(575) 630-7012

The 15-day protest period shall begin on the day following the date of written notice of award from the District. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

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

3. Sub-consultants - All work that may result from this procurement must be performed by the contractor and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, subcontracting or sub-consulting of the work is not acceptable.
4. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.
5. Offeror's Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the District. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the District Representative.
6. Disclosure of Proposal Contents - The content of proposals will be kept confidential until the successful Offeror's contract has been signed by the District. At that time, all proposals will be open to the public, except for the material which has previously been noted and deemed as proprietary or confidential.
7. Termination - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District Representative determines such action to be in the best interest of the District.
8. Sufficient Appropriation - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner.

9. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
10. Right to Waive Minor Irregularities - The Selection Committee reserves the right to waive minor irregularities. The Selection Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Selection Committee.
11. Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
12. Release of Information - Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
13. Clarifications from Offerors - The Selection Committee or designee, after review of the proposal and/or Interview, may request clarifications on information submitted by any and all Offerors.
14. Notice - The RFP does not commit the District to award a contract.
15. Provide Certificate(s) of Insurance for the insurance that, if selected, will need to be in force at all times during the contract period.

L. MULTIPLE AWARDS

The District reserves the right to make multiple awards based on this RFP if it is deemed to be in the best interest of the District.

M. COOPERATIVE EXTENSION

In accordance with Section 13-1-135, NMSA 1978, the District authorizes Region 9 Educational Cooperative member school districts (Corona, Capitan, Cloudcroft, Carrizozo, Hondo and Tularosa) to use this RFP and subsequent contract(s) or contractual contract pricing if it is determined to be in the best interest of a Region 9 member district.

Late proposals and proposals over five (5) pages will be deemed unresponsive. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for violations. In addition, the New Mexico criminal statutes impose penalties for illegal bribes, gratuities, and kickbacks.

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 13-1-221 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-222 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:

_____	_____
_____	_____
_____	_____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (Position) _____

--OR--

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

Signature _____ Date _____

Title (Position) _____