

HOBBS MUNICIPAL SCHOOLS

P.O. Box 1030

Hobbs, New Mexico 88241

REQUEST FOR PROPOSAL

SUBJECT: School Bus Transportation Services

COMMODITY CODE: 95294

RFP NUMBER: 2324-04

PUBLICATION DATE: June 11th, 2023

RFP DUE DATE/TIME: June 28th, 2023 – 2:00 p.m.

PLACE OF OPENING: Hobbs Municipal Schools
Administration Office – Jessica Munoz Alvarado
Room # 129
1515 E. Sanger
Hobbs, New Mexico 88240

***MANDATORY PREPROPOSAL CONFERENCE:**

Date/Time: June 20th, 2023 @ 10:00 am

Place: Hobbs Schools Administration Building – Operations Office #113
1515 E Sanger
Hobbs NM 88240

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he she has read and understood the following general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Signature of Owner, Partner, Officer of Authorized Agent
(NOTE: TO BE A VALID PROPOSAL, VENDOR MUST SIGN HERE)

Mailing Address of Firm

E-Mail Address

City, State and Zip Code

Telephone Number of Firm

New Mexico Bidder's Number

Veterans Bidder's Number

Hobbs Municipal Schools

RFP No. 2324-04

School Bus Transportation Services RFP Schedule

Action	Responsible Party	Due Dates/Time Frames
1. Issue RFP	HMS	June 11, 2023
2. Acknowledgement Receipt/ Intent to Respond	Respondent	June 14, 2023 at 2:00 p.m.
3. Pre-Proposal <i>in Person</i> Conference - Mandatory	HMS/Respondent	June 20, 2023 at 10:00 a.m.
4. Deadline to submit Questions	Respondent	June 26, 2023 at 5:00 p.m.
5. Response to Written Questions	Procurement Manager	June 27, 2023 at 5:00 p.m.
6. Submission of Proposal	Respondent	June 28, 2023 at 2:00 p.m.
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Finalist Presentation/ Interview, if required	Respondent	TBD
10. Best and Final Offer, if required	Respondent	TBD
11. Notification/ Recommendation of Award	HMS	TBD
12. Finalize Contract	HMS/ Respondent	TBD

RFP Procurement Manager Contact Information

Name	Jessica Alvarado
Phone Number	575-433-0100 Ext:3043
E-Mail	alvaradoj@hobbsschools.net
<i>Inquiries or requests regarding clarification to the RFP document shall be submitted to the Procurement Manager in writing. Offerors must ONLY contact the Procurement Manager regarding the terminology stated in the procurement documents.</i>	

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Introduction:

The Hobbs Municipal School District (School District) is requesting proposals from companies qualified in providing school bus transportation services for students of the Hobbs Municipal School District pursuant to the requirements set forth herein this RFP.

Statement of Purpose:

The purpose of this Request for Proposal (RFP) is to establish a contract with an experienced and duly qualified company that can provide student transportation services for the Hobbs Municipal Schools District in the most efficient and cost-effective manner. Incumbents shall demonstrate the highest level of quality, service, safety, and reliability in their offerings. Herein, prospective companies or firms shall be interchangeably referred to as “Contractor/respondent/offeror/proposer” herein to this RFP.

Respondent’s proposals must demonstrate clear understanding of the scope of work and the ability to accomplish the tasks set forth herein. Proposals must include information that will enable the District to determine the Contractor's overall qualifications. Each proposal shall also include any other information that the Contractor feel is significant with respect to the school District making an informed decision relative to the specifics of the RFP.

It is the intent of the District to enter into a school bus service contract for one (1) year from the date of written notification of award of the RFP, with an option to extend an additional four (4) years, one year at a time if mutually agreeable with the Hobbs Municipal Schools and the vendor, in accordance with the Attorney General ruling, Local School Board and the New Mexico Public Education Department (NMPED) regulatory requirements. The effective contract shall commence for the 2023-2024 fascial school year.

Federal, State, and Local policies govern the solicitation of this RFP and/or award of a potential contract to a prospective contractor. The RFP incorporates by link helpful Information references below to assist with preparation of RFP proposal responses as necessary:

I. OFFEROR'S GENERAL INSTRUCTIONS:

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers comply with all the provisions contained in the Request for Qualifications. Offerors should promptly notify the Procurement Manager of any ambiguity, inconsistency, error, or missing attachments, which they may discover upon examination of the RFP.

2. **ISSUANCE-PUBLICATION OF RFP:** issued on behalf of the Hobbs Municipal Schools on June 11,2023.

3. **ACKNOWLEDGEMENT OF RECEIPT/INTENT TO RESPOND:** Potential Offerors must promptly return the "Acknowledgement of Receipt/Intent to Respond Form" enclosed as **APPENDIX A** via email to alvaradoj@hobbsschools.net in order to have their organization placed on the procurement distribution list with a correctly annotated email address. At least one person from the offerors' agency must attend the scheduled Preproposal Conference held via in person. By returning this form, the Offeror is formally requesting attendance to the preproposal zoom conference and securing their agency name on the procurement distribution list. The form **must** contain all required information. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager by **2:00 pm** MDT on **June 14, 2023**. The procurement distribution list will be the medium for the distributing written responses to questions pertaining to this RFP. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list and shall not to further information about the procurement.

PRE- PROPOSAL CONFERENCE – MANDATORY IN PERSON: A preproposal conference will be held as indicated in the sequence of events via **in person** on **June 20, 2023 beginning at 10:00 a.m., (sharp)** Mountain Standard Time/Daylight Time. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted and asked at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. Attendance at the **preproposal conference is Mandatory** and is a prerequisite for submission of a proposal.

4. **DEADLINE TO SUBMIT WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Procurement Manager via email at alvaradoj@hobbsschools.net as to the intent or clarity of this **RFP until June 26,2023 5:00 p.m. Mountain Time/Daylight Time** as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as described above. Clearly label questions and cite the Section(s) in the RFP or other document, which form the basis of the questions.

5. **Response to Written Questions:** Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and providing a prompt return of the intent to respond form. An amendment shall be the medium for disseminating information to this procurement. Amendments are posted on the vendor registry webpage for download and transacted via e-mail to verified Offeror's that has met and provided the Acknowledgement of Receipt Forms before the deadline. Please be advised that respondents are responsible to ensure they receive and obtain the most up-to-date info for this posted procurement.

6. **SUBMISSION OF PROPOSAL:** Sealed Request for Proposals (RFP) will be received at the Administration Office of Hobbs Municipal Schools, 1515 E Sanger, Hobbs, New Mexico in accordance with the advertisement and as specified herein the RFP documents. Failure of offeror to complete documents in accordance with all instructions provided is cause for the Hobbs Municipal Schools to reject the RFP.
7. **PUBLIC LOG OF RECORD:** Records the names of all Offeror's organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required School District signature on the contract(s) resulting from the procurement has been obtained.
8. **PROPOSAL EVALUATION.** An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussion with Offerors SHALL NOT be initiated unless called upon by determination of the entire committee.
9. **SELECTION OF FINALISTS.** The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.
10. **BEST AND FINAL OFFERS.** Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per Sequence of Events or as soon as possible. Best and final offers may be used to clarify and amend finalist Offers at the oral presentation and/or demonstration if scheduled to do so.
11. **ORAL PRESENTATIONS.** Finalists/Offerors may be required to conduct an oral presentation at a location to be determined as per schedule identified in Section II. A., Sequence of Events or as soon as possible. Oral presentations will be determined at the discretion of the Evaluation Committee and HMS.
12. **FINAL CONTRACTUAL AGREEMENTS.** Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., of the Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Purchasing Department. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the School District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.
13. **CONTRACT AWARDS.** After review of the Evaluation Committee Report and the signed contractual agreement, the Purchasing Department will recommend award approval to the Board of Education, as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Purchasing Department.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Hobbs Municipal Schools, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most

points. The award is subject to the School District's approval protocol via the Board of Education on the next conveniently scheduled Board meeting.

14. APPENDICES, ATTACHMENT & FORMS: It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any Addendum(s), which have been issued and posted on the HMS Website (hobbsschools.net/departments/finance/current_bid_schedule) Prospective Offerors must revisit the HMS website, and then select "See Current Bids and RFPs" prior to the due date before submitting proposal to HMS. All addendums **MUST** be acknowledged in the submittal proposal.

15. OFFICIAL CONTACT: Offerors may contact **ONLY** the Procurement Manager regarding the terminology stated in the procurement documents. Other HMS employees do not have the authority to respond on behalf of HMS.

Offerors **MAY NOT** contact other HMS departments, employees, or the evaluation committee. Any contact with an HMS department, employee or evaluation committee member may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Procurement Manager will have no legal bearing on this RFP or the resulting contract(s). Any response made by HMS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.

16. WRITTEN QUESTIONS: Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Procurement Manager via email **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Procurement Manager will respond in a timely manner subject to the complexity of the questions. Procurement Manager Will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.

17. ELECTRONIC/PAPER RFP DOCUMENTS: This RFP is made available by electronic means as well as paper copy. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by HMS, the Offeror acknowledges that the version maintained by HMS shall govern.

18. INCURRING COSTS: Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

19. PROPOSAL OFFER FIRM: Responses to this RFP, including proposal prices for services, will be considered firm for one (1) year after effective date of the contract. If a best and final offer is requested, the offer shall be effective for the same time-period of the agreement. The Prospective respondent selected for award based on negotiated terms and pricing shall become part of the agreement entered into by both parties.

20. ADDENDUM(S): No Addendum will be issued no later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one, which extends the date for receipt of proposals. Offerors should revisit the vendor registry website, registry as a vendor, then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Hobbs Municipal Schools. All addendums must be acknowledged in the submitted proposal.

21. **CORRECTIONS:** The Offeror signing the proposal shall initial Corrections in ink. 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 to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
22. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered. The Procurement Manager, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
23. **DISTRICT DISCRETION:** The District hereafter referred to as HMS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in selecting and confer no material advantage on the Offeror whose nonconformity is waived. HMS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
24. **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 pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, HMS 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
25. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
26. **AWARD:** HMS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Hobbs Municipal Schools until a valid signed contract and/or valid Purchase Order is executed.
27. **PREFERENCES:** May be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
28. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP. Time is subject to local time. Hobbs Municipal Schools is only accepting proposals electronically as specified above.

It is the Offeror’s responsibility to ensure the proposal is submitted before the due date and time. Offerors are cautioned that “late is late”. Any and all proposals not received by the

proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances, if not posted via electronic upload as instructed for submission.

HMS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of HMS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date via email and posting to the e-procurement website.

29. **RFP CANCELLATION OR REJECTION**: In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Hobbs Municipal Schools.
30. **RFP OPENING**: Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. Posting to the website by the due date and time shall record e-Proposal upload and acts as the public log and shall be kept of the names of all Offeror organizations that submitted proposals by the deadline. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Qualifications. Awarded in this context means the final required HMS signature on the contract(s) resulting from the procurement has been obtained.
31. **RESPONSIBLE AND RESPONSIVE OFFER**: HMS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13- 1-85.
32. **SOLE RESPONSE**: Any sole response that is received may be rejected by HMS depending on available competition and timely needs of HMS. HMS reserves the right to award the contract to the responsible Offeror that it determined, submitted a responsive proposal most advantageous and in the best interest of HMS.
33. **NEGOTIATIONS**: HMS reserves the right to discontinue negotiations with any Offeror.
34. **MULTI-AWARD**: HMS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
35. **AFTER AWARD**: After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Department will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
Confidential data is normally restricted to confidential financial information concerning the Offeror’ s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.
36. **ASSIGNMENT**: It is mutually understood and agreed that the successful Offeror(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 HMS.

37. HMS SCHOOL BOARD APPROVAL: The award of this contract is not final until approved by the HMS School Board (if applicable) and/or contract issued and signed by an authorized member of each party to the agreement.

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

“**Agency**” shall mean Hobbs Municipal Schools (HMS) or (School District).

“**Award of Contract**” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services. Any Award of Contract that has not resulted in a written contract offer to the offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

“**HMS Board of Education**” is a five-member elected governing board of the School District that sets policy and approves the annual budget. The Board also hires the HMS Superintendent who oversees the operations of the School District. The HMS Board approves all architectural and contractor selections.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services. “**Contractor**” shall mean the successful Offeror.

“**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**” to identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**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.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to HMS responding to RFP.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” shall be Hobbs Municipal Schools. Also referred herein as HMS, Agency, District, or Owner.

“**Procurement officer**” means any person or a designee authorized by a state agency or a local public body to enter into or administer contracts and make written determinations with respect thereto.

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

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

“Responsible Offeror” shall mean an Offeror who submits a responsive bid 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 RFP.

“Responsive Offer” or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

“User” means the school district staff occupying the facility or facilities, for which a project is being designed.

“User contact” is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

C. **TERMS AND CONDITIONS:**

1. **TERM:** HMS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
2. **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 HMA Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Hobbs Municipal Schools does not guarantee a minimum amount of purchases in conjunction with award of this Request for Qualifications.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request and driven by market activity affecting resources. Availability of transportation funds will be considered in observance of price escalation, and may limit value of escalation requested.
5. **TAXES:** HMS 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.
6. **NON-APPROPRIATION:** HMS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If HMS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. HMS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Hobbs Municipal School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance that HMS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and HMS.
 - B. Termination by HMS
 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, HMS 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 HMS, the termination will not affect any rights or remedies of HMS against Contractor then existing or which may thereafter accrue. Any detention or payment of moneys due the Contractor by HMS will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, HMS may without cause and without prejudice to any other right or remedy of HMS, 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.

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

10. INSURANCE (If Applicable): The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by HMS at the time of contract award. Hobbs 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:

General Liability Insurance – per occurrence General Aggregate \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically related expenses	\$10,000

Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

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

NOTE: Certificate holder shall be: Board of Education
Hobbs Municipal Schools

Certificate of Insurance forwarded to Hobbs Municipal Schools
Purchasing Department
1515 E. Sanger
Hobbs, New Mexico 88240

11. INSPECT AND AUDIT: Pursuant to NMSA 1978, HMS reserves the right to:

13-1-159. Right to inspect plant.

A contract or a solicitation therefor may include a provision permitting a state agency or a local public body, at reasonable times, to inspect the part of the plant or, place of business of a contractor or, any subcontractor, which may be related to the performance of any contract award or award to be.

13-1-160. Audit of cost or pricing data.

A state agency or a local public body, may at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain books and records that relate to such cost or pricing data for three years from the date of final payment under the contract unless a shorter period is otherwise authorized in writing.

13-1-161. Contract audit.

A state agency or a local public body shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

12. GOVERNING LAW: the laws of the State of New Mexico shall govern this RFP and any contract with an Offeror, which may result from this procurement.

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

14. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13- 4-11 through §13-4-17 as amended, shall not be permitted to do business with HMS and shall not be considered for award of the contract during the period for which it is debarred or suspended with HMS.
15. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and HMS that interferes with fair competition or is a conflict of interest; and no relationship exists between such proposer and another person or firm that constitutes a conflict of interest that is averse to HMS. Be advised, using school district staff as references in proposals may be cause for conflict or bias in the selection process. The district reserves the right to make determination to take the appropriate action to eliminate the potentiality of conflict at its sole discretion.
16. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of HMS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless HMS 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 (HMS' 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 HMS. If delay in delivery is foreseen, Seller must notify the HMS 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 the goods/services are conforming and fails to make an effective rejection.
22. **PROCUREMENT MANAGER'S REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
24. **PAYMENT:** Any invoice received, and payment made shall be subject to HMS' terms and conditions (NET 30) unless specifically waived by HMS in a separate written document.

25. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this HMS nor transfer any interest or not assign any claims for money due or to become due under this RFP without the written consent of HMS.
26. **DISPUTE RESOLUTION:** In the event, the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 1978 §44-7A-1, et seq., as amended.
27. **Standard Contract** – The Hobbs Municipal Schools will use its standard agreement (incorporated by link) for contractual services engagement with selected awardee. See **Attachment 7.**
28. **Release of Information** – Only the Owner is authorized to release information about projects covered by this RFP. The Offeror 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.
29. **Public Meetings** – The successful firm(s) must be prepared to make presentations to and interact with the school board, school staff and community, as necessary.

C. PROTESTS

If any Offeror who is aggrieved in connection with this solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of Local Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1172). The protest must be in writing and delivered to:

Protest Manager and address: **Jessica Alvarado , CPO/Accounting Manager**
Business Office
Hobbs Municipal Schools
1515 E Sanger
Hobbs, New Mexico 88001

1. In the event of a timely protest under this section, the CPO and its Agency shall not proceed further with the procurement unless the CPO makes a determination that the award of Agreement is necessary to protect substantial interests of the Agency (NMSA 1978, §13-1-173).
2. The CPO or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The CPO or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
4. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to protestant and other competitors pursuant to NMSA 1978, §131-176.

D. BACKGROUND INFORMATION

The district has 19 schools: 13 elementary schools (pre-kindergarten-5th); 3 middle schools (6th-8th); 1 9th grade campus and 2 high school campuses (9th – 12th). The district enrollment grew over 10,000 students during the 2022-2023 school year.

An elected Board of Education composed of five members serving staggered terms of four years each governs the District.

E. **SCOPE OF WORK:**

Potential proposers shall provide and adhere to the following scope and assurances. Proposer must provide sufficient documentation to prove their ability to meet these expectation and deliverables:

Management and Support Personnel

The proposer is responsible for hiring and training necessary staff to ensure consistent, reliable and high-quality service. While specific employees are at the discretion of the proposer, Hobbs Municipal Schools expects experienced and qualified dispatch, maintenance, trainers and supervisor-level employees. Proposer must have a strong system in place to manage employee timeliness and performance that includes the following procedures:

- a. Contingency/coverage plan for expected and unexpected absences or staff turnover.
- b. Plan for regular monitoring and measurement of performance that includes a feedback system to drive improvement or replacement of under-performing employees.

Drivers and Bus Monitors

The proposer is responsible for the hiring, assigning, training, and managing all bus drivers and bus monitors. Both regular and substitute staff will be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. Hobbs Municipal Schools delegates to the proposer's drivers and monitors the necessary authority to maintain orderly behavior on buses. The proposer must ensure that drivers and monitors receive the training and experience necessary to manage student conduct. Additionally, monitors must have training that includes first aid, CPR and seizure training. Training on administration of medication is required on special education buses. Proposer shall conduct Bus Evacuation training and Emergency Safety & Security response, & De-Escalation training.

Equipment

The proposer will provide on an as-needed basis up to the guaranteed maximum or down to the minimum number of school buses specified on the pricing page. The proposer will ensure all buses have first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, a functional front arm extension, working two-way radios, a minimum of three (3) cameras, car seats, lifts, tie-downs, direct emergency phone line to ensure immediate contact with the proposer and if applicable an approved electron child check system. Provide 24/7 roadside bus assistance within 30 minutes in town for bus repair, towing, tire repair, or bus exchange. In addition, proposers shall work towards all buses being 100-percent equipped with air conditioning to mitigate extreme heat index conditions. State and/or Local school district officials shall direct the number of airconditioned buses. Hobbs Municipal Schools reserves the right to specify a single GPS product to be installed and operated on all buses serving HOBBS MUNICIPAL SCHOOLS. GPS reporting and access must include, but is not limited to live look up, route replay, on time reports, coverage reports, etc. Hobbs Municipal

Schools reserves the right to request its name and/or logo appear on all buses and, if exercising this right, will work with the proposer in good faith to ensure the placement of the name; and/or logo meets the needs of both Hobbs Municipal Schools and the proposer. The proposer will maintain all training and inspections required by PED.

Equipment Maintenance

All equipment shall comply with all New Mexico statutes and PED regulations for school bus specifications and bus and student safety. If any bus equipment owned by the proposer fails at any time to comply in whole or in part, the proposer shall replace it without expense to Hobbs Municipal Schools and without claims for adjustment in compensation. The proposer will provide daily interior cleaning of all vehicles. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be visible at all times.

The proposer is responsible for maintenance and repairs on all vehicles utilized under this contract at its own cost. The proposer is to provide sufficient spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The proposer will perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no circumstances may an unsafe or noncompliant vehicle be used to transport students. The proposer will keep on file completed inspection sheets and submit copies of sheets to Hobbs Municipal Schools when requested.

Camera System

The proposer is responsible for providing a working camera system on all buses. The proposer will ensure a working system by planning for equipment failure or malfunction. If a camera or recording system is not functioning properly, the proposer will repair or replace the system within 48 hours. The proposer will collaborate with Hobbs Municipal Schools to set policies for viewing a recording. HMS directs the release of video footage per our regulations and FERPA.

Data Management

The proposer is required to work with Hobbs Municipal Schools to effectively and regularly communicate student demographic information, bus rosters and routes across all pertinent systems, including the proposer's routing system and the proposer's dispatch system the proposal must include software information, communication methods, imports/export specs, etc. District Transportation Staff shall have unlimited access to potential awardee's software as necessary for operational needs and working in coordination with prospective proposer's staff.

Routing Services

The proposer is responsible for providing routing services, which includes routing software, designing bus routes, assigning riders, pairing or packaging bus routes and/or optimizing accordingly. Routes shall be submitted to Hobbs Municipal Schools for approval prior to implementation. Hobbs Municipal Schools expects routes to be as convenient as possible for students and parents and for routes to maximize efficiency to reduce costs. Provide a phone reception number for parents to call, voicemail and get a response within 12 hours on complaints, routing info, and general information. The proposer's drivers shall not deviate

from the approved scheduled runs without prior approval from Hobbs Municipal Schools administration.

The proposer shall provide transportation to all New Mexico students who live outside of a one-mile radius for elementary schools, middle schools 1½ miles, and high schools 2 miles of their respective campuses. All bus stops are to be within one mile of each student's place of residence. Students travel to and from school cannot exceed 3 hours per day. Buses are expected to arrive at school no less than 10 minutes prior to scheduled arrival and dismissal times. Exceptions to this provision would be when a hazardous walkway prevents a child to be assigned a stop up to one-mile from home.

Roster/Route Maintenance

The School District will update routes weekly to ensure that drivers have access to the most up-to-date ridership information and contact information. The proposer can reassign students to existing stops on that schedule. Routes will be updated monthly in order to best meet the needs of parents and students, school staff and to continuously improve operations. A routing platform must be accessible to all individuals and school staff that best meets the needs of the community and mission of the school district.

Transition Plan

The proposer must have all staff, equipment and procedures in place prior to August 1, 2023. Any proposer already providing transportation service in the greater Hobbs area must assure their ability to increase their operational capacity. Proposers not currently providing services in Hobbs must outline their plans to set up operations in Hobbs, New Mexico. The plan must address land, vehicles and staffing. Prior to the start of the school year, the proposer will perform at least one real-time "dry run" within the ten days preceding the first day of school. The dry run day will be scheduled and coordinated with Hobbs Municipal School designated administrator(s), who will monitor bus services process. Hobbs Municipal Schools and the proposer will meet within 24 hours of the dry run day to assess the outcome and make any necessary changes.

F. EVALUATION CRITERIA:

MANDATORY QUALIFICATIONS (0 POINTS – PASS/FAIL)

Pass/fail evaluation factors

1. Financial Statements: Pass/Fail

Submit two (2) years of company's most recent audited financial statements or any other financial statements acceptable to the District prepared by an accountant in accordance with generally accepted auditing standards.

Or,

1., a. Financial Stability – Certified letter from respondent's financial institution that substantially indicates company's financial capacity and worthiness. **Confidential Information** binder.

Any Offeror who fails to meet this mandatory requirement will be considered nonresponsive and will not be considered further by the District in this Procurement Process.

2. Experience: Pass/Fail

Evidence with documentation of minimum 3-5 years of bus transportation services to K-12 School Districts. Submit copy of contract and/or award letter. Submit contact name, phone number, and email for K-12 School District. (Minimum one (1) K-12 school District)

Any Offeror who fails to meet this mandatory requirement will be considered nonresponsive and will not be considered for further award opportunity in this Procurement Process as determined by school district officials.

3. IRS W-9 and Duns and Bradbury Number: Pass/Fail

Submit IRS W-9

If Offeror has DUNS number, the DUNS number should be submitted. HMS reserves the right to request a full Dun & Bradstreet report. (If applicable)

Any Offeror who fails to meet this mandatory requirement will be considered nonresponsive and will not be considered further by the District in this Procurement Process.

EVALUATION FACTORS:

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal

a copy of certificate issued by State of New Mexico Taxation & Revenue. The Preference does not apply if HMS is utilizing federal funds.

*****The Offeror may contact the procurement manager only for clarification of evaluation criteria or terminology*****

Possible Points	Points Scored
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Evaluation Weighted Factor - (Technical and Cost Proposals):

1. Technical Proposal:		
<p>a. Qualifications Submit company profile; Submit detailed information describing your company’s qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human capital (number, quality, skills and experience) physical and material resources, financial resources and information resources of expertise) that Demonstrate the company’s competence as it relates to the competencies required to perform the requested services. Include Disclosure Form</p>	25	
<p>b. Experience Provide the names, phone numbers, and email address of purchasing professionals and web masters at 3 different organizations, which have purchased, installed, or used services. (This is an additional three (3) organizations, then the ones required for mandatory requirement).</p>	25	
<p>c. Proposed Services Provide a description of Student Transportation Services Plan, detailing key features and insights of its effectiveness. Include routing software solution with the necessary training for the School District Officials. Plan should communicate the capacity of Offeror to perform services</p>	25	
<p>d. implementation/Transition Plan Provide recommendation for implementation plan detailing the expectations and anticipated timeline to deployment. Describe the implementation methodology and approach including roles and responsibilities of the proposer and requirements of District. Identify Site Management and main operational Staff that will administrate site. Provide schedule timeline for implementation to meet school deadline.</p>	25	
<p>e. Customer Support /Training Provide details how Offeror resolves non-critical and critical issues. Include Offeror definitions of non- critical issue(s), timely manner, Critical support issue(s), and immediate resolution. Provide customer support plan to address conflict management, students, parents, and community concerns or issues. Include description of training program of staff for assurance of qualifications to operate and administer transportation functions/services. Address user training and supplemental materials including training manuals, quick reference guides at all level of</p>	25	

operations.		
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2. Cost Proposal		
Submit detailed information identifying company pricing for proposed services as requested in the Scope of Work and related documents. See Attachment 3 .	25	
Total Possible Points (per evaluator)	150	
Interview (if determined)	50	
New Mexico Resident Business Preference: Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	10	
Veteran New Mexico Resident Business Preference: Ten percent of the total possible points to a resident veteran business. • 20 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax & Revenue.	20	
Total Possible Points (per evaluator)	200-220	

GENERAL NOTE: FAILURE TO ADEQUATELY ADDRESS AND MEET THE ABOVE REQUIREMENTS MAY BE CAUSE FOR THE PROPOSAL TO BE DEEMED NONRESPONSIVE BY THE PROCUREMENT MANAGER.

V. METHOD OF AWARD - The District reserves the right to make award for this project as identified herein, to the top ranked evaluated to be in the best interest of the district. The below methodology will be used in the selection process.

A. EVALUATION PROCESS

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed nonresponsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph 8, C.)

2. Short listing Meeting - The Evaluation Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Evaluation Committee will review each Offerors' proposal. Points will be allocated as outlined in Section V. A. and B. of this RFP, by each member of the committee. Each member's point totals will be translated to a numeric ranking. The committee member rankings will be totaled to determine the overall ranking of the firms. If more than three proposals are submitted, it is the general practice of the Evaluation Committee to hold interviews with the three highest-ranked proposals.

The Evaluation Committee may recommend an award the contract based on the results of the initial evaluation alone. If interviews are held, the technical score and the interview score will be combined, taking into consideration the resident or veteran preference calculation, to determine final award. If fewer than three proposals are received, the Evaluation Committee may recommend an award or reissue the RFP.

3. Notice of Finalists - Each responsive Offeror will be notified in writing whether their proposal has been short-listed. In general, the Procurement Manager attempts to email notices two weeks before the interview date. A public log will be kept of the names and rankings of all Offerors short -listed for interviews.

4. Pre-Interview Meeting with Finalists - The pre-interview meeting will be held by the District Representative to answer questions from the short-listed firms about the interview. In addition, the Evaluation Committee shall issue, through the District Representative, to the short-listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.

5. Interviews with Finalists - For those firms included in the interview, notice to finalists will include the interview date and time as well as the date and time for the pre-interview meeting, if held. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Each member will allocate points. Each member's point totals will be translated into a numeric ranking of the interviewed firms. The rankings will be totaled and averaged to determine the overall ranking of firms for the interview.

6. Final Rankings - The combined weighted rankings from shortlist and interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection.

7. 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 overall committee rankings, including the shortlist, interview and final rankings are public record and will be available, upon request, for public inspection at the District after the successful Offeror's contract is signed by the Owners. Ties in ranking shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first:

	<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A Tie		$(1\text{st} + 2\text{nd}/2) = 1.5$
Firm B Tie		$(1\text{st} + 2\text{nd}/2) = 1.5$
Firm C 3rd		$= 3$

A tie for first, at the end of the final rankings after the completion of short listing and interviews, shall be broken by a separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Procurement Manager shall break the tie.

8. Notice of Award – The Procurement Manager shall notify all Offerors in writing of the results of the solicitation by e-mail return receipt acknowledgement, after execution of the contract. The District shall keep one each of all proposals submitted for the procurement file.

VI. SUBMITTAL REQUIREMENTS:

A. NUMBER OF RESPONSES

Offerors are to submit only one proposal in response to this RFP via mail as fore mentioned on cover page, and throughout various sections of the RFP.

B. NUMBER OF COPIES

1. Responses will be received Only by mail.

Offeror's proposal must be clearly labeled, numbered, and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the envelope. Each portion of the proposal must be visibly displayed on the front cover page with the RFP Number and Title, and Proposer Name, address and contact information.

- a. **Technical Proposals*** – One (1) proposal must be submitted in the sequence described in proposal format below. All information for the technical proposal must be combined into a single Proposal.

Proposals containing confidential information must be submitted as two separate files:

- Unredacted version for evaluation purposes.
 - unredacted version in “Unredacted Technical Proposal”.
- Redacted version (information blacked out and not omitted or removed) for the public file.
 - redacted version in “Redacted Technical Proposal Envelope”

- b. **Cost Proposals*** – Submit One (1) cost proposal via enclosed envelope. All information for the cost proposal must be combined into a single envelope. Recommendation is made to use *Daily Operational Cost Form (Attachment 4)*.

Label cost proposal as “Cost Proposal” in envelope.

C. PROPOSAL FORMAT

All proposals must be submitted in enclosed envelope form and be typewritten on standard 8 ½ x 11- inch paper and placed in an enclosed envelope. The organization of the proposals comply with the instruction of this RFP and shall be submitted via mail.

1. **Proposal Content and Organization:** The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of the Offeror does not adequately respond to evaluation, the Offeror may be determined non- responsive.

AGAIN ATTENTION:

Proposals must be submitted via mail by required date and time as noted on RFP documents. Hand Delivery of Proposal must be submitted in the HMS Business Office 1515 E Sanger, Hobbs NM, Office of Jessica Alvarado Room #129 by required time date and time as noted on RFP documents.

Important Information: All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals via mail. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

By responding to this proposal, proposers agree and understand that the District and/or its agents do not hold any obligation to when the mail is sent out or delivered by third party entities such as UPS, FEDEX, US MAIL and ect. **Suppliers are strongly encouraged to send proposal with enough time for HMS to receive by the opening date and time.**

Proposal Format: Proposals shall not exceed 60 pages. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal, Appendix A, Appendix B and Required Forms do not count towards page count.

Technical Proposal: Binder

- Acknowledgement of Receipt Form – **Appendix A.**
- Letter of Transmittal – **Appendix B.**
- Mandatory Requirements
- Qualifications
- Experience
- Proposed Solution
- Implementation/Transition Plan
 - Assigned Personnel to HMS
- Customer Service/Training

Cost Proposal: Separate Binder – Attachment 4.

- **Must provide Cost Proposal Summary in Attachment 4.**
- **Offerors may provide their own organized itemize list that address fees and costs identified and place in cost proposal binder for consideration.**

• **Required Signature Forms – Mandatory**

Acknowledgement of Receipt/Intent to Respond Form: Signed – **Appendix A.**

Letter of Transmittal Form: Signed -**Appendix B.**

Completed Conflict of Interest and Debarment/Suspension Form: Signed – **Appendix C.**

Campaign Contributions Disclosure Form: Signed – **Appendix D.**

Statement of Confidentiality: Signed – **Appendix E.**

Acknowledgement of Amendment Form: Signed – **Appendix F.**

ATTACHMENTS

Attachment 1.

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.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable
- Proof of Insurance including errors and omissions
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:

[Hobbsschools.net/department/finance/current bid schedule](http://Hobbsschools.net/department/finance/current_bid_schedule)
and acknowledge amendment number on page.

** If items are not completed as required, your proposal may be deemed nonresponsive.*

Attachment 2.

Sample Agreement (NMPED GENERAL TERMS ONLY)

NOTE: THE ACTUAL TERMS OF THE CONTRACT WILL BE DIFFERENT AND MORE INCLUSIVE OF TERMS AND CONDITIONS FOR FLEET SERVICE.

• **TO BE COMPLETED UPON AWARD.**

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this _____ day of _____,

20____, by and between _____ hereinafter-called
"BOARD" (local board of education)

and _____ herein after referred to as "CONTRACTOR."
(Contractor)

W I T N E S E T H:

WHEREAS, BOARD has engaged CONTRACTOR to provide the pupil transportation services described herein; and

WHEREAS, CONTRACTOR desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:
[12-31-98]

13.1 TERM

The term of this agreement shall commence __, 20__ and shall Continue through __, 20__. This contract may be renewed annually thereafter on the same terms and conditions at the option of the BOARD. [12-31- 98]

13.2 SCOPE OF SERVICES

CONTRACTOR shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number

a. of school buses specified to provide transportation services to the BOARD consistent with the terms of this contract.

b. CONTRACTOR shall, provide for the efficient management of the transportation services as set forth herein. CONTRACTOR shall advise the BOARD of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/_the of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.
[12-31-98]

13.3 **COMPENSATION**

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the

CONTRACTOR \$__for purchase allowance/rental fees, and \$__for services herein for a total of \$__to be paid in consecutive monthly installments as follows: _____equal installments of \$_each, and a final installment of \$_, commencing on the__day of_, 20_

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify

a. overpayments, underpayment, or expenditures in violation of state/federal laws or regulations or the terms of this contract.

b. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]
[12-31-98]

13.4 FUEL

CONTRACTOR shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

13.5 OPERATION AND MAINTENANCE

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations and HMS Standards and Expectations of equipment.
- b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.
- c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements. [12-31-98]

13.6 SALARIES

CONTRACTOR shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

13.7 ROUTES AND SCHEDULES

- a. **CONTRACTOR** shall operate the bus (es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
 - a 80th
 - b 120th
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.

[12-31-98]

13.8 RECORDS AND REPORTS

a. All records required by state/federal law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

13.9 INDEMNIFICATION

CONTRACTOR shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.

[12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than 1/2 hour before service. [12-31-98]

13.12 SAFETY

CONTRACTOR shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

13.14 TERMINATION OF CONTRACT BY BOARD

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract,

or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value. [12-31-98]

13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

- a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice

- a. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

- b. This contract shall not be assigned to another individual or corporation.

- c. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

- d. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

BOARD OF EDUCATION

BY:

____PRESIDENT

ATTEST:

SECRETARY

CONTRACTOR

[12-31-98]

13.18

APPENDIX B

**TO BE COMPLETED UPON AWARD.*

FLEET CONTRACT PAYMENT SCHEDULE

_____ - _____ SCHOOL YEAR

This contract approved by the _____

(BOARD)

On ____/____/____

for

(CONTRACTOR)

to operate ___buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

I. BUS PURCHASE/RENTAL FEE: \$_____

II. TRANSPORTATION SERVICES: (Estimated Budget)

a. Fuel \$_____

b. Operation & Maintenance and All other expenses \$_____

c. Salary and Benefits \$_____

Total Transportation Services \$_____

III. Total Estimated Budget [12-31-98] \$_____

2023 - 2024 School Calendar

Hobbs Municipal Schools

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
				13	4	17

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
				16	4	20

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
				17	4	21

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
				15	4	19

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				13	3	16

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
				11	4	15

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
				16	4	20

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				12	3	15

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
				18	4	22

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
				14	4	18

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Fall Semester

- 08.03 - 08.08 Staff Professional Learning
- 8.9 1st day of class
- 9.4 Holiday
- 10.9 Holiday
- 10.13 End of 1st 9 weeks
- 10.16 Start of 2nd 9 weeks
- 11.01 Lea County In-Service
- 11.22 - 11.24 Thanksgiving
- 12.22 End of 2nd 9 weeks
- 12.25 - 01.05 Christmas Holiday

Yearly Totals

- 183 School Days
- 8 Days Professional Learning
- Fall Totals
- 93 Days
- Spring Totals
- 90 Days

Spring Semester

- 12.25 - 01.05 Christmas Holiday
- 01.08 - 01.09 Staff Professional Learning
- 1.10 1st day of class
- 1.15 Holiday
- 2.19 Staff Professional Learning
- 3.15 End of 3rd 9 weeks
- 03.18 - 03.22 Spring Break
- 3.25 Start of 4th 9 weeks
- 3.29 Holiday
- 5.24 Last day of class
- 05.28 - 06.06 Summer Institute

Note: Daily run and extra curricula rates, Inclusive of fuel cost

HMS has a variety of Activity and Ancillary service needs. Those include but are not limited to the following:

- School field trips in and out of town
- Activity trips in and out of town
- Athletic (middle school) runs
- Daily operations of to and from Primary and Secondary locations
- Summer School
- PreK after school

TRANSPORTATION SERVICES		
Daily Cost Per Operating Vehicle		
	2023 - 2024	Rate from 22-23 School Year
40' Bus		\$2.90/mile
45' Bus		\$3.50/mile
Standby		\$160/day
Service Charge		\$77.00/trip
Meals		\$12.00/meal
Cleanup fee		\$50.00
Extra Driver		\$.40/mile
36 to 48 Passenger Buses		By quote
57 passenger Charter Buses		By quote

ESY RATES		
Daily Cost Per Operating Vehicle		
	2023 - 2024	Rate from 22-23 School Year
Lift Equipped Small Passenger Buses		Included in quote
Lift Equipped full size buses		Included in quote

Signature of Authorized Officer or Agent

Date

Estimated number of trips from the 2022-2023 school year:

- **Athletic: 275**
- **Field Trips: 306**

Definition of Charges:

1. 40'/45' Bus-This will be assigned based on the number of riders and equipment needed for the trip.
2. Standby-Overnight trips where bus is unavailable for other trips.
3. Service Charge-Assessed on each trip. This is used to capture the deadhead miles, pre-trip readiness, and post-trip return to service time.
4. Meals-Provided on trips where HMS does not provide meals.
5. Cleanup Fee-Charged on excessively dirty bus after trip.
6. Extra Driver-Trips where the primary driver would exceed time of service.

A. Compensation shall be provided to H. M. Ramirez Bus Company upon receipt of an invoice for services rendered. Hobbs Municipal Schools shall compensate the provider an amount to equal the current gross receipts sales tax for invoiced activity transportation services.

B. Federal Department of Transportation and State Corporation Commission regulations will govern in all cases where applicable. Driver will have eight hours' rest following ten hours of continuous driving. Compliance may necessitate the use of an extra driver. Extra driver will be at the rate of \$0.40 per mile.

C. Meals and lodging for drivers will be borne by the activity group.

D. Mileage will be paid according to odometer readings for Essential miles.

Appendices A - F: Mandatory forms and Documents requiring signatures

Required Signature Forms – Mandatory

Acknowledgement of Receipt/Intent to Respond Form: Signed – **Appendix A.**

Letter of Transmittal Form: Signed - **Appendix B.**

Completed Conflict of Interest and Debarment/Suspension Form: Signed – **Appendix C.**

Campaign Contributions Disclosure Form: Signed – **Appendix D.**

Statement of Confidentiality: Signed – **Appendix E.**

Acknowledgement of Amendment Form: Signed – **Appendix F.**

Appendix A:

REQUEST FOR PROPOSAL

< RFP No. 2324-04 >

ACKNOWLEDGEMENT OF RECEIPT/INTENT TO RESPOND FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **June 12th, 2023 at 2:00 p.m.** Only potential Offerors electing to return this form gives their intent of submitting a proposal; thus, shall receive communications of written questions and the written responses via RFP amendments, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The name and address identified above will be used receive correspondence related to the Request for Proposal.

Firm (**does/does not**) (circle one) intend to respond to this RFP solicitation and attend the Preproposal Zoom Conference. At least one person will represent _____ (Firm name) for this meeting and shall attend for the duration. The email address and person(s) provided above are accurate to send the zoom invite.

Procurement Manager:

Name: Jessica Alvarado
Title: Procurement Manager
District Name: Hobbs Municipal Schools
Address: 1515 E Sanger Hobbs NM 88240

TELEPHONE: (575)433-0100
E-mail: alvaradoj@hobbsschools.net
LETTER OF TRANSMITTAL FORM

Appendix B:

SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** require a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

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

Name	
Address	

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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

I acknowledge receipt of all amendments of this RFP:

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

Appendix C.

**CONFLICT OF INTEREST, NON-COLLUSION, AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Hobbs Municipal Schools in response to the above referenced Bids/Request for Qualifications.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Hobbs 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 HMS 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 HMS 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.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor SIGN HERE

Agree. **YES, Initials of Authorized Representative of 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 Hobbs Municipal School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice 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. **PROVIDE DUNS #:**

SAMS VERIFICATION.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION 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: _____

Appendix D:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a Prospective Contractor, a family member of the prospective Contractor, or a representative of the Prospective Contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a Prospective Contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign 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 federal, 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.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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) Offeror Business Name

Appendix E.

HOBBS MUNICIPAL SCHOOLS

TERMS AND CONDITIONS

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to __, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Hobbs Municipal Schools (HMS) and forever thereafter, to keep confidential all information and material provided by HMS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with HMS, and not to release, use or disclose the same except with the prior written permission of HMS. This obligation shall survive the termination or cancellation of the Contract between Contractor and HMS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

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

Signature

Title

Offeror Business Name

Date

Appendix E.

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENTS

TO RFP # 2324-04

I hereby attest that I have received the following amendment(s) to the RFP _____ as follows:

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

AMENDMENT # _____ DATE: _____

Signed by: _____ TITLE: _____