

CLOVIS MUNICIPAL SCHOOLS  
Central Purchasing  
PO Box 19000  
1009 N. Main Street  
Clovis, New Mexico 88102-9000

**RFP 12-205**  
**HVAC INSTALLATION & REPAIR SERVICES**

**DATE:** January 20, 2012

The Board of Education for the Clovis Municipal School District is requesting proposals from companies interested in providing plumbing installation and repair services to the school district.

Enclosed please find:

1. Notice to bidders (1 page)
2. General Proposal Conditions (5 pages)
3. Campaign Contribution Disclosure Form (3 pages)
4. Submittal Sheet (1 pages)
5. RFP 12-205 (5 pages)
6. Fee Proposal (1 pages)

Bryan Jones  
Purchasing Coordinator

## NOTICE

The Board of Education of the Clovis Municipal Schools hereby invites the submission of sealed proposals for

### **RFP 12-205 HVAC INSTALLATION & REPAIR SERVICES**

for use in the Clovis Schools.

Proposals shall be received until 3:30 p.m. MST on the 13th day of February, 2012 at the CENTRAL PURCHASING OFFICE, Clovis Municipal School, P.O. Box 19000, 1009 N. Main Street, Clovis, New Mexico 88102-9000 at which time and place all bids will be publicly opened. Specifications and submittal forms may be obtained at the same office or online at [www.clovis-schools.org](http://www.clovis-schools.org).

The Board of Education reserves the right to reject any or all bids and to waive formalities.

Board of Education  
Clovis Municipal Schools

/s/ Mr. Terry Martin, President

RFP NUMBER: 12-205

PUBLICATION DATE: January 29, 2012

## GENERAL PROPOSAL CONDITIONS

### RECEIPT

All proposals must be sealed and adequately identified on the face of the envelope. All proposals must be received in the CENTRAL PURCHASING OFFICE, Clovis Municipal Schools, PO Box 19000, 1009 N. Main Street, Clovis, NM 88102-9000 on/or before the time and date specified in the Notice to Bidders. All Proposals require a minimum of one (1) original and five (5) copies.

Award will be made as soon as possible, but Clovis Municipal Schools (CMS) reserves the right to withhold a decision for up to ninety (90) days after opening.

The CMS reserves the right to accept or reject any or all proposals and to waive any formalities.

### OPENING

Proposals shall not be opened publicly but shall be opened in the presence of two or more administrators. Proposals and modifications shall be date stamped upon receipt and held in a secure place until the established due date. Proposals received late shall not be considered and shall be returned unopened. Proposals are shown only to the Evaluation Committee and to CMS personnel having a legitimate interest, until selection of a successful offeror is made.

Unsigned proposals will not be accepted. Non-responsive proposals will not be considered.

### MODIFICATION OR WITHDRAWAL

Proposals may be modified or withdrawn prior to the established due date for receipt of proposals in accordance with the Procurement Code.

### STATUS OF OFFERORS

The contractor, his agents and employees, are independent contractors performing professional services for the Agency and are not employees of the Clovis Municipal Schools. The contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded employees of Clovis Municipal School District as a result of this Agreement, and shall not be covered by Workman's Compensation of the Board.

### NEGOTIATIONS

The Board reserves the right to negotiate with any or all offerors who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Clovis Municipal Schools reserves the right to award the contract based only on the written proposals received by the due date and time. Clovis Municipal Schools further reserves the right to conduct negotiations with selected offerors only. If Clovis Municipal Schools exercises its option to conduct negotiations, the Purchasing Agent will establish procedures and schedules for conducting these discussions. This is a qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing offerors during any negotiation.

Negotiations may be held to:

1. Promote understanding of the Board's requirements and the offeror's proposals.
2. Facilitate arriving at a contract that will be most advantageous to the Board taking into consideration the evaluation factors set forth in the Request for Proposals.

## EVALUATION

The evaluation shall be based on the evaluation factors and the relative weights set forth in the Request for Proposals and any other pertinent factors.

CMS may make such investigations as necessary to determine the ability of the offeror to perform. CMS reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy CMS that the proposer is qualified and able to carry out the obligations of the contract and complete the work described.

## AWARD

Award shall be made to the responsible offeror whose proposal is most advantageous to the Clovis Municipal Schools, taking into consideration the evaluation factors set forth in the Request for Proposal and any other pertinent factors. The award of a contract for professional services may be made based upon criteria which do not include price.

CMS shall provide a written determination showing the basis for the award that shall become a part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process and until contract is awarded. Upon award, unless exempted under the confidentiality provision, all materials are then open for public inspection.

## CONFIDENTIALITY PROVISION

Offerors may request, in writing, non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal, and clearly identified, in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

## SUBCONTRACTING AND ASSIGNMENT

All personnel engaged in the work shall be fully qualified and authorized to perform such services. No work may be subcontracted nor may the offeror assign any interest in the agreement without prior written consent of CMS. No assignment or transfer shall relieve the offeror from his/her obligations and liabilities.

## RECORDS

Records shall be maintained by the successful contractor as required in compliance with applicable federal, state, or municipal laws, ordinances, codes, and CMS requirements. At any time during normal business hours and as CMS may deem necessary, there shall be made available to CMS for examination all of contractor's records with respect to all matters covered by this proposal and any subsequent agreements. CMS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

## WARRANTIES AND INDEMNIFICATION

Materials, supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties the contractor gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to CMS and are in addition to and do not limit any rights afforded to CMS by any other clause of this contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

In the event that any third party shall claim the manufacture, use and/or sale of goods covered hereby to be an infringement of any distributorship agreement, copyright, trademark or patent, contractor shall indemnify and/or hold CMS harmless from any cost, expense, damage or loss incurred in any manner by CMS because of any such alleged infringement.

#### GRIEVANCE PROCEDURE

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Clovis Municipal Schools Central Purchasing Office. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto (13.1.172 NMSA). The protest shall include the following information: Name and address of Protestor or aggrieved, RFB or RFP number, statement of grounds for protest, including all documents, evidence or information to substantiate any claim, and specify ruling requested from the Central Purchasing Office.

#### BACKGROUND CHECKS

Contractors whose employees are in direct contact with students shall ensure that the employees of such contractor shall be finger printed and shall provide two finger print cards to the district.

#### INSURANCE

All service providers shall be insured for automotive liability and for professional liability up to the limits of the Torts Claims Act, and insured for Workers' Compensation if applicable. The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

#### CONTRACT

Failure to respond to this RFP may exclude the potential contractor from work with CMS. As needed, CMS may issue new solicitations from other areas of expertise or for additional workloads for this area.

The terms of any contract resulting from this solicitation will be in effect for a period of one (1) year following award. Contingent upon funding and mutual agreement of the parties, contract may be extended for a maximum of three (3) additional years, one year at a time. The total duration of this contract, including the exercise of any renewal options shall not exceed four (4) years.

CMS reserves the right to establish agreements with any contractors and/or employees of any contracting firm to provide services other than those specified in this proposal. Such agreements may be to provide extended services, additional services, or other supplemental services as determined necessary to CMS.

Upon award, or renewal, of this contract, CMS will issue a Purchase Order with the successful proposer(s). This PO number must appear on all invoices, regardless of the amount, for the duration of the contract. All information necessary to identify services and process the invoice for payment must be provided by the offeror.

Contractors shall submit invoices for payment after services are provided. Invoices are to be verified by the using agency.

#### CONTRACT SCOPE

This RFP and the response of accepted offeror is the full expression of the agreement between the parties. There shall be no separate contracts, alterations, changes or amendments except as may be signed to formally reference this document.

This proposal and subsequent contract or modifications are to be governed by the laws and statutes of the State of New Mexico.

Any provisions required to be included in a contract of this type by an applicable and valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

#### EQUAL OPPORTUNITY

Clovis Municipal Schools is an Equal Opportunity Employer in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Clovis Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Assistant Superintendent for Personnel, Clovis Municipal School District, 1009 N. Main Street, PO Box 19000, Clovis, New Mexico 88102-9000. Phone 575-769-4322.

#### TERMINATION

CMS may by written notice terminate contract in whole or in part at any time contractor refuses or fails to comply with the provisions of the contract, or fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time.

Either party with thirty (30) days written notice may cancel contracts. This provision shall not affect nor limit the rights of CMS under standard default provisions.

Regardless of any termination date, any services still in progress will be carried to successful conclusion without undue delay. CMS also reserves the right to extend any contract on a short term basis if negotiations for a new contract are still in progress.

#### TAXES

The contract amount shall exclude any applicable state gross receipts tax or applicable local option tax, but the contracting agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into.

All applicable taxes, including gross receipts tax or applicable local option tax, shall be shown as a separate amount on each billing or request for payment made under the contract.

Successful offeror shall complete Internal Revenue Service form W-9, Payer's Request for Taxpayer Identification Number.

The school district shall not be responsible for any service performed without its purchase order or contract, signed by the authorized procurement officer.

The successful offeror shall comply with all Federal, State and local laws, statutes, ordinances and regulations pertaining to work under his charge and shall bear all expenses associated with such compliance.

## MILEAGE

No mileage shall be reimbursed on this contract unless specified otherwise.

## WORK ASSIGNMENT

CMS reserves the right to assign any service provider to any school or other location based upon needs as determined by CMS. Contractor will not enter into CMS administrative decisions. Acceptance by CMS of a contractor's proposal in any category does not guarantee a specified quantity of work nor a specified number of hours. Time or project estimates are included to provide the proposer with some idea of possible activity and are not a commitment to purchase services.

## CONFIDENTIAL INFORMATION

Any confidential information provided to or developed by a contractor in the performance of her/his assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the contractor without the written consent of CMS. Nothing produced in whole or in part by a contractor shall be the subject for an application for copyright by or on behalf of the contractor.

## CONFLICT OF INTEREST

In signing this proposal, the offeror warrants that it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.

The offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The following criminal laws of the state of New Mexico specifically prohibit bribes, gratuities and kickbacks: 30-24-1 to 30-24-3 NMSA 1978 and 30-24-2 NMSA 1978.

## COMPLIANCE

The signed Submittal Sheet certifies that the offeror has read and understands the above general conditions and submits the attached proposal in full compliance with the general conditions and the applicable specifications.

## ADDITIONAL INFORMATION

If further information is needed, you may contact Bryan Jones at 575-935-0012 or by email at [bryan.jones@clovis-schools.org](mailto:bryan.jones@clovis-schools.org).

13-1-191.1. Campaign contribution disclosure and prohibition.

- A. This section applies to prospective contractors with the state or a local public body.
- B. A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.
- C. The disclosure shall indicate the date, the amount, the nature and the purpose of the contribution. The disclosure statement shall be on a form developed and made available electronically by the department of finance and administration to all state agencies and local public bodies. The form shall be filed with the state agency or local public body as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the contractor signs the contract.
- D. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.
- E. No campaign contribution or other thing of value shall be given by a prospective contractor or a family member or representative of the prospective contractor to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.
- F. A solicitation or proposed award for a proposed contract shall be canceled or a contract that is executed is void if:
  - (1) a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or
  - (2) a prospective contractor or family member or 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.

G. As used in this section:

- (1) "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;
- (2) "family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law;
- (3) "pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals;
- (4) "prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code [ 13-1-28 NMSA 1978] or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or small purchase contract; and
- (5) "representative of the 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

11-217 DISCLOSURE OF CONTRIBUTIONS:

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

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

Name(s) of Applicable Public Official(s): Max Best, Lola Bryant, Paul Cordova, Terry Martin and Charles Guthals

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

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

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

\_\_\_\_\_

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**CLOVIS MUNICIPAL SCHOOLS  
RFP 12-205  
HVAC INSTALLATION & REPAIR SERVICES**

**SUBMITTAL SHEET**

The items to which this sheet is attached represents our proposal as described therein. We certify that we have read the conditions of the request and that we understand them fully. We understand that any discrepancies in this invitation, which come to our attention must be mentioned to the Clovis Municipal Schools prior to the opening of bids or adjudication will be made by executive decision.

Please type or print.

---

NAME OF COMPANY

---

NAME AND TITLE OF AGENT

---

ADDRESS

CITY

STATE ZIP

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL

---

SIGNATURE (Must be signed to be considered)

**(Attach completed & signed fee schedule)**

**(Attach completed & signed Campaign Contribution Disclosure form)**

**CLOVIS MUNICIPAL SCHOOLS  
RFP 12-205  
HVAC INSTALLATION & REPAIR SERVICES**

The Board of Education for Clovis Municipal Schools (CMS) is requesting proposals from Companies interested in providing services to the school district for HVAC Installation & Repair Services as described below.

**INSURANCE**

The successful contractor or contractors shall provide a certificate of insurance to CMS to prove the contractor owns liability for a limit not less than One Hundred Thousand Dollars (\$100,000.00) for property damage, Five Hundred Thousand Dollars (\$500,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000.00) for all claims arising out of a single occurrence.

"A potential contractor or the contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately."

**SAFETY REQUIREMENTS**

It shall be the contractor's responsibility to provide for the safety of workers, students, staff and the public in compliance with the requirements of insurance and public health and safety.

The contractor hereby agrees to protect, defend, indemnify and hold CMS and its' employees, agents, officers and servants free and harmless from any and all losses, claims and liens, demands and causes of actions of every kind and character including, but not limited to, the amounts of judgements, penalties, interest, court costs, legal fees, and all other expenses incurred by CMS arising in favor of any party, including claims, liens, debts, personal injuries, including employees of CMS, death or damages to property (including property of CMS) without limitations by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the contractor. Contractor also agrees to bear all costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or CMS or to enlarge in any way the contractors' liability for damages or inquiries to third persons on property arising from contractors' performance hereunder.

## GENERAL

- ✧ The contractor must have State of New Mexico HVAC Contractors License or other license as required for the type of work being performed.
- ✧ All work performed shall comply with local, state or national codes as necessary.
- ✧ The contractor will receive a minimum one-hour service charge for service calls.
- ✧ The contractor shall use quality materials suited for the work being performed.
- ✧ In regards to utilities the removal and/or relocation of such will be coordinated by the contractor and Utility Company.
- ✧ The contractor is responsible for obtaining all necessary permits, cost is reimbursable.
- ✧ All materials at the job site shall be cleaned up at the end of each day and the job site left in a neat appearance.
- ✧ In accordance with state law the total cost of any one project shall not exceed \$20,000.00.
- ✧ This contract shall be available for use by other governmental entities, such as City, County, State, Universities and Schools. Each entity will make that decision independently as to whether to participate in this contract, and each entity that elects to purchase under this price agreement will be responsible for issuing authorization and payment.
- ✧ This may be awarded to a single vendor or may be a multiple source award, based on the best interest of the school district.

## CONTRACT PERIOD

- The term of this contract will be for one year after board approval. At the end of that time and for a period of three more years CMS shall have the yearly option of renewal or soliciting proposals for new firms.
- The rate may be negotiated for each additional year of the contract.

## SCOPE

CMS incorporates approximately 1,500,000 sq.ft. in approximately 23 buildings and over 60 portable buildings located throughout the Clovis NM vicinity. It is projected that approximately 8,600 students will be attending 1 high school, 2 Middle schools, 13 elementary schools, and 1 pre-school. Schools are opened to students during an August through May time period that includes a two-week break period during the month of December and a one-week break period during the springtime. All administrative, maintenance and supply functions operate throughout the year.

- The Contractor must be available to perform requested work in a timely manner throughout the week. No work will be done outside normal work hours without prior approval from CMS.
- The Contractor shall remove asphalt and concrete that is for completion of a project and replace with new. All work will be tracked through the School Dude work order system.

- Contractor must be capable of troubleshooting and repairing existing HVAC systems, walk-in coolers/freezers, milk boxes, reach-in coolers/freezers and ice machines.
- Contractor must be capable of installing HVAC systems or adding on to existing systems, walk-in coolers/freezers, milk boxes, reach-in coolers/freezers and ice machines.
- Contractor must have a pager or cellular phone for contact and emergency call outs.
- The contractor will have a maximum 2-hour response time for emergency call outs.
- Contractor shall furnish reports of materials, equipment, and labor used to complete each project.
- This contract may be terminated by CMS with a 30-day notice if the work is determined to be unsatisfactory or the vendor is unable to complete projects as assigned.
- Replacement parts/equipment must perform the same as original equipment.
- Contractor must provide an estimate of man-hours and parts (if possible) before proceeding with work. NO WORK SHALL BEGIN WITHOUT A PURCHASE ORDER NUMBER.
- CMS will not be liable for any work done without a purchase order.
- CMS Maintenance Department must approve all work prior to start.
- All problems, which may arise from faulty workmanship or parts, must be corrected at no expense to CMS.
- All projects will be billed within 10 days of completion.

## BARRICADES AND CHANNELIZING DEVICES

1. All warning devices shall conform to the "Manual of Uniform Traffic Control Devices", and may be of portable nature. Contractor must furnish, install, maintain, and dismantle.
2. All devices shall be of reflectorized material.
3. Cost for devices shall be incidental to cost of construction.

## INVENTORY

The service unit used by the technician to make all calls shall keep return trips to the home station for normal repair parts to a minimum.

## PROPOSAL REQUIREMENTS

Responses will consist of one (1) original and five (5) copies of the following information and in the sequence presented:

1. Qualifications of all personnel.
2. Past projects/work of similar nature, and past CMS projects.
3. Availability of firm- pager or cellular phone and if personnel are available 24 hours a day.

4. Fees for materials and labor as listed on the attached fee schedule, which should be submitted in a separate sealed envelope. Fees will be evaluated after all other criteria.

## EVALUATION FACTORS

Only responses that include the information as specified in Proposal Requirements will be evaluated for award purposes. Incomplete responsive qualification statements received will be determined as “non-responsive” and will not be acceptable for award consideration. All responsive qualification statements received shall be evaluated based on the following weighted factors:

	FACTOR	WEIGHT
1.	Qualifications of personnel	20 pts
2.	Past projects and performance	25 pts
3.	Availability of firm	30 pts
4.	Fee schedule	25 pts
	TOTAL	<hr/> 100 PTS

## AWARD

A review committee will conduct evaluations considering the evaluation factors listed above. The committee will rank the responses according to their relative merits.

- Respondents submitting responsive proposals may be offered an opportunity for negotiation prior to award for the purpose of obtaining the best and final offer:
  - Any substantial revision will be accepted in writing from the respondent.
  - The negotiation process may extend up to the time of award and may require public presentation by the respondent.
  - Respondents may request within their response non-disclosure of confidential data.
    1. Such data will accompany the proposal and will be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

This does not guarantee a specific quantity of business. Purchases are to be made only as authorized by a Purchase Order issued by the school district. This is not an exclusive contract!

“Notice” The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

“Equal Opportunity Compliance” The successful bidder will abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws,

rules and regulations, and executive orders of the Governor, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the successful bidder is found to be not in compliance with these requirements during the life of this agreement, the successful bidder agrees to take appropriate steps to correct these deficiencies.

#### CONTRACT MANAGER

This contract will be administered and supervised by the Deputy Superintendent for Operations or his/her designee.

#### REQUIREMENTS

The company shall be fully qualified and licensed to provide services requested.

This contract is available for use by other governmental entities, such as City, County, State, Universities and Schools. Each entity will make the decision independently as to whether to participate in this contract, and each entity that elects to purchase under this price agreement will be responsible for issuing purchase authorization and payment.

This shall not be an exclusive contract with the vendor for the service and products specified. The school district and each governmental entity reserves the right to purchase like service or products from another vendor if the service or product requested has already been contracted previously or is not currently available from the vendor(s) under this bid.

The District reserves the right to accept or reject any bid or part of bid and waive any formalities thereof. Bids will be evaluated on the basis of advantages or disadvantages to the district.

FEE SCHEDULE

RFP 12-205

CLOVIS MUNICIPAL SCHOOLS

Personnel 8:00 A.M. to 5:00 P.M.

- 1. Journey Man per hour \_\_\_\_\_
- 2. Apprentice per hour \_\_\_\_\_
- 3. Laborer per hour \_\_\_\_\_

Personnel Emergency Call Out

- 1. Journey Man per hour \_\_\_\_\_
- 2. Apprentice per hour \_\_\_\_\_
- 3. Laborer per hour \_\_\_\_\_

Service Call Minimum 1-hour \_\_\_\_\_

MATERIAL

General materials - available in Clovis, but not on hand at job site - cost plus % \_\_\_\_\_

On hand materials - cost plus % \_\_\_\_\_

Special order materials - cost plus % \_\_\_\_\_

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_