



**RIO RANCHO PUBLIC SCHOOLS
RIO RANCHO, NEW MEXICO**

Request For Proposals Number: RFP#2017-003 -FAC

Submittal Due Date: November 30, 2016 Time: 2:00 PM

TITLE: JANITORIAL SERVICES

Rio Rancho Public Schools (“RRPS”) wishes to enter into an on-call, as-needed, price agreement for Custodial Services and invites all interested parties to submit a proposal for the material(s) and/or service(s) identified within this Request For Proposals (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

Rio Rancho Public Schools invites proposals from established providers of on-call Custodial/Janitorial Services. This RFP is issued under, and all proposals submitted in response to this solicitation shall be subject to, the State of New Mexico Procurement Code, Section 13-1-21 through 13-1-199, NMSA 1978. It is anticipated that the initial term of any resultant agreement for stated services shall be period of one (1) year, with the option to renew for seven (7) additional one (1) year terms, for a maximum term of eight (8) years (ref: 13-1-150, NMSA 1978).

PROPOSAL SUBMITTALS

Proposal submittals must be submitted to the submittal address identified below no later than the stated Submittal Due Date and Time shown above. All information must be entered in ink or typed and corrections must be initialed. Proposal submittals must be in a sealed envelope and must be clearly marked with the RFP Number and Opening Date (see Submittal Due Date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the offer submittal being opened early or being declared non-responsive.

SUBMITTAL LOCATION:

Rio Rancho Public Schools
Purchasing Department, Room 120
500 Laser Road NE
Rio Rancho, New Mexico 87124

CONTACT INFORMATION: Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

Tom Weeks, Chief Procurement Officer
Rio Rancho Public Schools
500 Laser Road, Rio Rancho, New Mexico 87124
Telephone: 505-962-1143 E-mail: tom.weeks@rrps.net

OTHER INFORMATION

Number of submittals required: One (1) original, three (3) copies, and one (1) electronic (CD/Memory Stick) copy

Terms: F.O.B. Destination
Net 30

TERMS AND CONDITIONS

The purchase of service(s) awarded under this RFP are subject to the scope of work, specifications, requirements, terms and conditions contained within this Request For Proposals. Offerors may submit alternate terms and conditions; however, RRPS reserves the right to reject any proposed alternate language if the proposed language is determined by RRPS not be in its' best interest.

DEADLINE FOR QUESTION SUBMITTALS

Any questions or requests for clarification concerning this RFP solicitation should be submitted in writing, utilizing the format prescribed within Appendix A, by **November 23, 2016**, to the Chief Procurement Officer. RRPS's response to the questions that have been timely submitted will be provided in written format and posted as an amendment to this RFP on the website at <http://www.rrps.net>>District>Purchasing.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish an indefinite quantity Price Agreement for the procurement of **On Call** Custodial Services for Rio Rancho Public Schools (hereinafter referred to as “RRPS”). The successful service provider must be reputable, bonded, and capable and be able to provide the labor, experience, transportation, etc. required to provide and perform superior interior cleaning services for the Campuses facilities as defined in this RFP document and in accordance with all local, state and federal rules, regulations and laws.

To be considered as responsive, Offerors must respond to this solicitation in accordance with the requirements, specifications, terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Offeror will satisfy all of the objectives and service specifications in the most cost-effective and efficient way possible as outlined in this document. It is anticipated that the initial term will be for one (1) year with seven (7) one-year renewal options.

B. SCOPE OF PROCUREMENT

Rio Rancho Public Schools is seeking a contractor to perform On Call Custodial Services for its 22 locations located within the Rio Rancho Public Schools district boundaries on an on-call, as needed, basis. The Campuses are comprised of several buildings including the District Office, Classrooms, the Libraries, Gymnasium’s (see Appendix F). Services to be provided are, but not limited to daily, weekly, monthly, quarterly and annual cleaning services.

C. BACKGROUND INFORMATION

Rio Rancho Public Schools is a Pre-K-12 education center with 22 locations in Rio Rancho, New Mexico offering instruction at the Pre K-12 level. RRPS’s District Office is located at 500 Laser Rd. Schools consist of one Preschool, 10 Elementary schools, 4 Middle Schools, 2 High Schools and 4 Alternative Schools. These schools include two performing arts centers and two gymnasiums.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. EXPLANATION OF EVENTS

1. **Submission of Proposal:** All offeror Proposals must be received for review and evaluation by the Chief Procurement Officer or his/her designee no later than the established due date and time. RRPS will record the date and time each submittal was received. Proposals must be addressed and mailed or delivered to the Chief Procurement Officer. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposal. **Proposals received after this deadline, or submitted by facsimile, will not be accepted.**

2. **Any questions or requests for clarification** concerning this RFP solicitation should be submitted in writing, utilizing the format prescribed within Appendix A, by **Nov. 23, 2016**, to the Chief Procurement Officer. RRPS's response to the questions that have been timely submitted will be provided in written format and posted as an amendment to this RFP on the <http://www.rrps.net>District>Purchasing>.

3. **Proposal Evaluation:** An Evaluation Committee, appointed by the Chief Procurement Officer, will perform the evaluation of Proposals. During this time, the Chief Procurement Officer may at his/her option initiate discussions with offerors who submit responsive or potentially responsive Proposals for the purpose of clarifying aspects of the Proposal, but Proposals may be accepted and evaluated without such discussion.

4. **Contract Award:** After review and recommendation of the Evaluation Committee Report the RRPS Board will formally authorize the award of the contract. The contract shall be awarded to the offeror whose Proposal is most advantageous to RRPS, taking into consideration the evaluation factors set forth in the RFP.

5. **Protest Deadline:** Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable RRPS Procurement regulations. The fifteen (15) calendar-day protest period regarding the solicitation documents shall begin on the day following the posting of legal notice. The fifteen (15) calendar-day protest period regarding contract award shall begin on the date the notice of award has been posted to the RRPS Procurement website and end at the close of business on the 15th day following the posting. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Chief Procurement Officer. Protests received after the above stated deadlines will not be accepted.

B. INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA.** Offerors shall acknowledge receipt of any addenda to this Request For Proposals by identifying the addenda number and date in the space provided on the bid response form.

2. **AWARD INFORMATION.** Award information will be posted in the reception area of the Purchasing Department and on the Purchasing Department Home Page.

3. **AWARDS – MULTIPLE (*INTENTIONALLY LEFT BLANK*).**

4. **CANCELLATION.** The District reserves the right to cancel without penalty, this Invitation, any resultant purchase order or any portion thereof for unsatisfactory performance or unavailability of funds.
5. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions, insurance, bonds, or proposal preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in provided and distributed by RRPS as written addenda to be considered as part of this Invitation.
6. **LATE SUBMISSIONS.** Late submissions of bids will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the bid is the only proposal received. All other late submissions will be returned unopened.
7. **MODIFICATIONS.** Only modifications received prior to the date and time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid submittal may be requested by the Buyer following the opening.
8. **NUMBER FOR PROPOSAL CLARIFICATION.** The Offeror should include a local or toll-free number for proposal clarifications. Failure to do so may result in the bid being classified as non-responsive.
9. **NUMBER OF COPIES OF PROPOSAL.** Please submit the number of copies of your proposal and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your proposal being considered non-responsive.
10. **PERIOD FOR OFFER ACCEPTANCE.** The Offeror agrees, if his proposal is accepted within 90 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in his/hers proposal, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Request For Proposals.
11. **PUBLIC INFORMATION.** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
12. **REJECTION OF PROPOSALS.** The District reserves the right to award proposals based on price and any other evaluation criteria contained herein, to reject any and all proposals or any part thereof, and to accept the bid that is in the best interest of the District.
13. **SUBMISSIONS OF DRAWINGS/LITERATURE.** The submission of samples, drawings and literature to be used in the evaluation of the proposal, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Offerors request and expense.

14. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by an offeror or an authorized representative any time prior to the award. Bids requiring bid security will result in forfeiture of the security if the bid is withdrawn following the opening.

15. **RIGHT TO WAIVE MINOR IRREGULARITIES.** RRPS reserves the right to waive minor irregularities. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of RRPS.

16. **RESIDENT BUSINESS AND RESIDENT CONTRACTOR PREFERENCE CERTIFICATION** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department.

17. **RESIDENT VETERAN PREFERENCE**
In addition, the attached “Resident Veteran Preference Certification” form (Exhibit D) must filled out, signed and accompany any Bid submittal from any business wishing to receive consideration for resident veteran’s preference.

18. **OFFEROR DEFINED.** Reference to the terms offeror, seller, service provider, offeror, contractor are to be defined, viewed and interpreted to be interchangeable and to have the same meaning as one another, as referenced in this solicitation.

C. REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS

The General Terms and Conditions on the reverse side of RRPS’s purchase order are an equal and integral part of this Request For Proposals (RFP) and are identified within Section III. The terms, conditions and specifications contained in this RFP shall be incorporated into all purchase orders issued as a result of this RFP, including any addenda. RRPS reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of the successful Offeror’s bid submittal may be incorporated into an award agreement.

Should an Offeror object to any of the RRPS Terms and Conditions contained within this solicitation, that Offeror must propose specific alternative language for RRPS’s review and consideration. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to RRPS and may result in disqualification of the Offeror’s bid submittal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Any proposed changes to the terms and conditions incorporated and/or attached to this RFP, must be stated in Offeror’s bid submittal in a Section marked “PROPOSED ALTERNATIVE TERMS AND CONDITIONS.” Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response will not be entertained by RRPS at a later date. Any provisions in any bid submittal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

RRPS reserves the right to reject a bid submittal on the basis that the proposed compromising language cannot be accepted by RRPS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between RRPS and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's bid submittal.

NOTE: An Awardee of a Price Agreement established with RRPS has the opportunity to market a resultant Price Agreement to other New Mexico local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124

2. BID SECURITY. (*INTENTIONALLY LEFT BLANK*)

3. BRAND NAME OR EQUAL SPECIFICATIONS. The manufacturers part and model numbers identified within this Request For Proposals are used solely to describe the items desired and to establish minimum specifications, quality and performance requirements. Offers of equal performance will be considered, provided that complete product descriptions, specifications and literature are provided with your response.

4. CANCELLATION. The District reserves the right to cancel, without penalty, this RFP, any resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

5. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after an award can only be made if agreed to in writing by the District.

6. DEBARMENT AND SUSPENSION CERTIFICATION FORM. Offeror is required to sign the attached SUPPLIER DEBARMENT AND SUSPENSION CERTIFICATION FORM. Failure to provide the District with a completed Conflict of Interest Form may result in the bid submittal being considered non-responsive.

7. COST ANALYSIS/BREAKDOWN REQUIRED. A cost analysis or breakdown of the bid offer is required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total bid cost will not be considered confidential.

8. DAMAGE AND SECURITY OF RRPS PROPERTY: The Offeror shall be responsible for all damage to persons or property that occurs as a result of offeror's fault or negligence, or that of any of his employees, agents and/or subcontractors. The offeror shall save and keep harmless

RRPS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of any contract awarded in response to this solicitation. Any equipment or facilities damaged by the offeror's operations shall be repaired and/or restored to their original condition at the offeror's expense, including but not limited to cleaning and painting.

9. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal District activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by RRPS's authorized representative prior to commencement of the work.

10. **DISCLOSURE OF PROPOSAL SUBMITTAL CONTENTS:** The proposal submittals will be kept confidential until after a contract award has been made. At that time, all proposal submittals and documents pertaining to the proposal submittals will be open to the public, except for the material that is proprietary or confidential. The District will not disclose or make public any pages of a proposal submittal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid submittal in order to facilitate eventual public inspection of the non-confidential portion of the proposal submittal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the District shall examine the Seller's request and make a written determination that specifies which portions of the proposal submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal submittal will be disclosed. The proposal submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this solicitation or any resultant agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

12. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFP.

13. **FINANCIAL STATEMENT REQUIRED.** All Offerors may be required to submit with their bid submittal an audited Financial Statement from the end of their most recent fiscal year.

14. GOVERNING LAW. This solicitation and any resultant Purchase Order/Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
(INTENTIONALLY LEFT BLANK)

16. INSURANCE REQUIREMENTS. The Seller is required to carry insurance that meets the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an Agreement. Insurance shall remain in effect for the entire term of the Agreement and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

17. MINIMUM WAGE RATES AND PAYROLL SUBMITTALS. *(INTENTIONALLY LEFT BLANK)*

18. OSHA REGULATIONS. The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold RRPS free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

19. OPTION TO RENEW. The District reserves the option to renew any resultant Purchase Order/Agreement if such renewal is mutually agreed to and found to be in the best interest of the District. These renewal options will be exercised in increments as indicated in the bid submittal specifications, or if not stated, in one-year terms. Renewals shall be in accordance with Section 13-1-150 NMSA.

19. REFERENCES REQUIRED. The Offeror must furnish a minimum of three (3) references of organizations and/or businesses that Offeror has provided with similar goods and/or services. Preferably, RRPS references should not be given as one of the three (3) references. The organization's name, a contact, a telephone number and a brief description of the goods and/or services provided are required for each reference. Failure to submit the information may result in the Offeror's bid submittal being considered as non-responsive. RRPS may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The RRPS Purchasing Department will reject the bid submittal of any Offeror who is not a responsible Offeror or fails to submit a responsive bid submittal as defined in Section 13-1-83, and Section 13-1-85 NMSA 1978.

20. RELEASE RRPS BOARD OF EDUCATION. The Contractor shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the Board of Education of Rio Rancho Public Schools, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Contractor agrees not to purport to bind Rio Rancho Public Schools or the State of New Mexico

to any obligation not assumed in the Purchase Order/Agreement by the Board of Education of Rio Rancho Public Schools or the State of New Mexico unless the Contractor has express, written authority to do so, and then, only within the strict limits of that authority.

21. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by Rio Rancho Public Schools for the purpose of verifying costs associated with provisions of services under the Agreement.

22. **RIGHT TO PROTEST.** This solicitation or the award of an RFP may be protested as per RRPS Purchasing Department Protest Procedures.

23. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify the District promptly will be a basis for determining the Seller responsibility in an otherwise excusable delay.

24. **SELLER'S EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the District. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the District as a result of this Purchase Order.

25. **SITE INSPECTION.** The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

26. **SITE FAMILIARITY.** The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this solicitation will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

27. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

28. WAIVER. Any resultant Purchase Order/Agreement shall herein contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

29. WORKERS COMPENSATION. No worker's compensation insurance has been or will be obtained by RRPS on account of contractor or its employees or agents. Contractor shall comply with the worker's compensation laws with respect to Contractor and Contractor's employees and agents.

30. DISCLOSURE REGARDING RESPONSIBILITY

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

1. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
2. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
3. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the

Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Bidder nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Chief Procurement Officer or Central Purchasing Officer may terminate the involved contract for cause. Still further, the State Chief Procurement Officer or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Chief Procurement Officer or Central Purchasing Officer.

D. RIO RANCHO PUBLIC SCHOOLS (RRPS) STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE AND REJECTION.

If prior to final acceptance, any goods or services are found to be defective or not as specified, or if RRPS is entitled to revoke acceptance of them RRPS may reject or revoke acceptance, require

Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at RRPS's option. Seller shall reimburse RRPS for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. AGREEMENT

This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate RRPS official.

3. ASSIGNMENT

This Purchase Order is assignable by RRPS. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from RRPS.

4. CHANGES

RRPS may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of RRPS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

5. CONFLICT OF INTEREST

Seller shall disclose to RRPS Finance Department the name(s) of any RRPS employee or member of the Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. An RRPS employee or member of the Governing Board that has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/member of the Governing Board or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with RRPS Finance Department.

6. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

7. INDEMNIFICATION AND INSURANCE

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and

claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of RRPS. Seller shall indemnify, defend and hold harmless RRPS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless RRPS against any joint and several liabilities imposed against RRPS with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of RRPS. The liability of RRPS will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

8. INDEPENDENT BUSINESS

Neither Seller nor any of its agents shall be treated as an employee of RRPS for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that RRPS is not Seller's sole or only client or customer.

9. INSPECTION

RRPS may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

10. INSTRUMENTALITIES

Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

11. OTHER APPLICABLE LAWS

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

12. PAYMENT TERMS

Upon written request from Seller for payment, RRPS shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

13. PAYROLL OR EMPLOYMENT TAXES

No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by RRPS with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

14. PENALTIES

The Procurement Code Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

15. SELLER'S EMPLOYEES AND AGENTS

Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of RRPS. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of RRPS as a result of this Purchase Order.

16. TERMINATION AND DELAYS

RRPS may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. RRPS shall pay Seller as full compensation for performance until such termination: the unit or pro rata order price for the delivered and accepted portion: and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by RRPS, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. RRPS shall not be liable for consequential damages.

RRPS may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, RRPS may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by RRPS thereby, including incidental and consequential damages. If after notice of termination, RRPS determines Seller was not in default, or if Seller's default is due to failure of RRPS, termination shall be deemed for the convenience of RRPS. The rights and remedies of RRPS provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

17. WORKERS COMPENSATION

No workers compensation insurance has been or will be obtained by RRPS on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

18. CAMPAIGN DISCLOSURE

a) The Seller will disclose all campaign contributions given by the Seller or a family member or representative of the Seller to any RRPS Governing Board member two years prior to the

issuance of this purchase order, if the aggregate total of contributions given by the Seller or a family member or representative of the Seller to the RRPS Governing Board Member exceeds \$250 over the two-year period. The disclosure will indicate the date, amount, nature and purpose of the contribution. The disclosure statement will be on a form developed and made available electronically by RRPS's Purchasing Department.

b) A Seller 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 will make a statement that no contribution was made.

c) A Seller or a family member or representative of the Seller will not give a campaign contribution or other thing of value to an applicable public official during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES:

Offerors shall submit one (1) original Proposal and three (3) additional copies to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of Proposals.

B. PROPOSAL FORMAT:

All Proposals must be typewritten on standard 8½ x 11 paper (larger paper is permissible for spreadsheets) and placed within a binder with tabs delineating each section. Proposal submittals shall not exceed 30 single sided pages of a font no smaller than 12pt.

1. **Proposal Organization:** Offerors are to address the evaluation criteria items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the Proposal. Offerors may attach other materials, which they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Note, any proposal that does not adhere to these general requirements, format and organization may be deemed non-responsive and rejected on that basis.

Exhibit A – RRPS Supplier Conflict of Interest and Debarment/ Suspension Cert. Form

Exhibit B – Offer Signatory Form

Exhibit C – Insurance Requirements

Exhibit D – Resident Veteran Preference Certification

Appendix A – RFP Question Submittal Form

Appendix B – Business References

Appendix C – Application for Preference as a Resident Business

2. Note, qualified offerors will be entitled to in-state Vendor/Veteran preference as provided for pursuant to Section 13-1-21, NMSA 178.

IV. SPECIFICATIONS

A. SCOPE OF WORK

The purpose of this specification is to define the custodial services requirements for various areas of RRPS's campuses that are included in this contract. The objectives of RRPS are to secure a timely, consistent, and cost effective custodial contract from one contractor, to ensure clean and safe office facilities for employees and students. The work covered in this specification includes furnishing labor for custodial service. It shall be understood that in addition to this service, all tasks incidental to cleaning functions not specifically listed but normally included in general custodial practices will be provided.

The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The contractor shall in no way interfere with the normal work of RRPS employees.

GENERAL REQUIREMENTS/PROVISIONS

The Custodial Services contractor is responsible for assigning their staff to each location that will be given by the RRPS Designated Representative.

PERFORMANCE STANDARDS

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her staff to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished.

Expectation: The contractor shall render RRPS facilities clean, defined as free of dirt, pure, spotless, sanitary, sterile, and uncontaminated. This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

CONTRACTOR'S RESPONSIBILITY

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by NM-OSHA, FED-OSHA, EPA, and the New Mexico State Department of Health Services.

Key Personnel

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to RRPS.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify RRPS, and shall replace such personnel with personnel of substantially equal ability and qualifications.

The contractor shall be responsible for, but not limited to, the following:

- 1) adherence to schedules
- 2) notifying RRPS of any personnel changes
- 3) training of new personnel

A. Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of RRPS, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Assistant Director of Custodial Services immediately in writing of all changes on contract personnel by submitting name of employee and effective date of employment or termination. When in the opinion of RRPS, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. Background Check: The Contractor's employees who will work in buildings owned RRPS shall be required to be cleared through a background check prior to employment. The cost of this background check will be the responsibility of the Contractor. (No Appendix C)

2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3. Identification and Uniforms: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it.

4. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

5. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

6. Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons.

B. Employee List

The Contractor shall provide to RRPS's Assistant Director of Custodial Services or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. Employees terminated by the Contractor shall be reported the same day to RRPS's Assistant Director of Custodial Services, unless it is after hours, then the next business morning shall be acceptable.

C. Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. RRPS reserves the right to request additional backup staff as deemed necessary.

D. Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to RRPS and shall not be allowed to work in RRPS facilities.

E. Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on RRPS premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from RRPS facilities and replaced with acceptable personnel.

F. RRPS & Personal Property of RRPS Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of RRPS and against unauthorized use of RRPS and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of RRPS facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to RRPS's Security Department within twenty-four (24) hours.

G. Telephones

Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to clock in if that is the procedure time management, to report need of emergency medical aid, fire or need of law enforcement, (use 911), and notification to the RRPS designated Representative on duty of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

H. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to the RRPS supervisor on duty. In case of emergency, Contractor's employees shall notify the Rio Rancho Police Department by dialing 911 and shall then call RRPS custodian

supervisor on duty. Contractor shall report all required non-emergency repairs by contacting the Assistant Director of Custodial Services, or his designee.

1. Security: Contractor's personnel shall not be allowed in RRPS facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by RRPS personnel. Keys shall not be left in the door locks. The Custodial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Assistant Director of Custodial Services or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Electronic security system (where installed) shall be properly disarmed and armed each time afterhours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and RRPS personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel and RRPS custodian supervisor situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

2. Keys: The Custodial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Keys will be checked out daily in the custodial office and shall be returned to the custodian supervisor on duty or designated deposit site at the end of each shift. Keys will be accounted for by designated Representative at the end of each day. Should a lost or stolen key jeopardize the security of the particular RRPS facility, the contractor shall be solely responsible for all costs incurred by RRPS in re-keying the lock system. No keys shall be duplicated.

3. Damages: The Custodial Services Contractor will be responsible for all damages to the facility or contents caused by the Custodial Services Contractor or their staff during the performance of their duties.

4. Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of RRPS, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

5. Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by RRPS in writing.

6. Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures **ONLY IN THE AREAS** where work is in progress, and turning off all lights when work is completed.

I. Employee Training Program

The Contractor's employees shall be trained in the proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract, prior to being assigned to work under this contract.

J. Safety Program

The Contractor's safety program shall include at a minimum training procedures in the following:

1. Safe work habits
2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets
3. Safe use of cleaning equipment
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
6. Recognizing hazardous or other materials, which are not allowed for use in this contract

K. Safety Procedures

All cleaning chemicals shall be stored in properly labeled containers at all times.

L. Tools & Equipment

RRPS shall furnish and maintain all equipment necessary for properly maintaining buildings.

M. Materials & Supplies

All cleaning chemicals and other supplies used by the Custodial Services contractor must be used in accordance with all federal, state, and local laws, comply with Safety Data Sheets (SDS) standards and be used in conjunction with necessary safety equipment. RRPS will supply all toilet paper, paper towels, disposable bags, and hand soap to the Custodial Services contractor. All supplies remain property of RRPS and may only be used at the specified site. RRPS shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document. The closets used by Contractor shall be kept clean and free of debris and odor at all times, and in such a way as to prevent injury to RRPS staff, the public, or Contractor's employees.

N. Cleaning Schedule

Custodial services shall be provided five (5) days per week, days and times may vary as RRPS recognized holidays and breaks.

Holidays and Breaks: The District is closed for the following holidays:

- New Year’s Day
- Martin Luther King Jr. Day
- Spring Break
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Break

The RRPS calendar varies each fiscal year and is published in advance. All RRPS facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. The Assistant Director of Custodial Services will provide a schedule of which areas will require holiday service. The specific dates for the upcoming contract period are:

- Independence Day – July 4, 2016
- Labor Day – September 5, 2016
- Thanksgiving Break – November 24-25, 2016
- Christmas Break – December 23-26, 2016
- New Years - January 2, 2017
- Memorial Day – May 29, 2017

NOTE: It is expected that the awarded contractor shall be made aware of current meeting schedules, holidays and other work routines within the facility and conduct work in such a manner as to cause no interference with RRPS business.

Definition of Cleaning Services:

Duty	Description
-------------	--------------------

Bathrooms, Classrooms, Offices, Locker rooms, Entryways & Hallways, gyms, cafeterias, and other educational spaces as determined by the facilities department.

Bathrooms

Nightly:

Thoroughly clean and disinfect hand basins, urinals, commodes, seat and seat covers (both sides) towel and paper dispensers. Sweep and mop floors with designated mop for restrooms only. Empty and disinfect trashcans. Dust low level ledges monthly. Clean mirrors. Remove marks from doors and partitions. Replenish soap, towels, toilet paper, etc. Disinfect walls, partitions and doors.

Classrooms**Nightly:**

Vacuum carpeted classrooms.
Empty trash cans.

Wipe off tables.
Dust mop and mop tiled classrooms if needed.

Weekly:

Wipe off windowsills.

Offices**Nightly:**

Vacuum carpeted offices & empty trashcans.

**Locker rooms &
Showers****Nightly:**

Vacuum carpet, empty trash, and dust top of lockers.
Clean mirrors.
Disinfect stall doors
Scrub floor and walls with disinfectant.

**Entryways &
Hallways****Nightly:**

Clean entryway glass doors (both sides).
Sweep and mop tiled floors.
Vacuum carpeted hallways.
Sweep and mop tiled entryways and hallways.
Empty trash in hall trash cans.
Check and remove finger marks from
painted walls, doors, jambs, and trim.

Weekly:

Sweep all stairs and landings,
stairs, rails and ledges (more often if needed).

Disinfect trashcans in hallways.

Carpet

Check and remove spots and stains

Spotting

from carpets as required. Thorough cleaning
once a year (scheduled).

Gyms	Clean under bleachers, sweep gym floor (Mop if non-wood floor.
Libraries	Vacuum carpet, spot clean stains, clean doors daily; dust, and clean windows as needed
Cafeterias	Clean and disinfect all cafeteria tables, sweep and mop all floors, clean windows and wipe down doors.

V. EVALUATION PROCESS & CRITERIA

A. EVALUATION PROCESS

1. All offeror Proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The intent of this Proposal is to award to either a single or multiple contracts.
3. The Chief Procurement Officer may contact the offeror for clarification of the response as specified in Section II, Paragraph A.2.
4. Responsive Proposals will be evaluated based upon the stated evaluation factors identified within this Section, which have been assigned a point value. The responsible offerors with the highest scores may be selected as finalist offerors based upon their Proposal submittal. Finalist offerors who are asked to submit revised Proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose Proposal is most advantageous to RRPS, taking into consideration the evaluation factors, will be recommended for contract award.
5. Any questions concerning the evaluation process for this RFP should be submitted in writing to the RRPS Chief Procurement Officer. All responses will be in writing and posted as amendments on the website at. <http://www.rrps.net>>District>Purchasing. For any questions concerning the project process or scheduling during the selection process, or for project management information, please contact the Chief Procurement Officer.

- B. EVALUATION CRITERIA POINT SUMMARY:** The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual offeror Proposals.

<u>Factor</u>	<u>Points Available</u>
1. Organization and Experience	25 points
2. Personnel	25 points
3. Organizational References	10 points
4. Cost Proposal	40 points

Total

100 points

1. Organizational Experience

Bidders shall submit a statement of relevant company experience and qualifications related to accomplish the scope of work contained in section V. A. This portion of the proposal should demonstrate the extent to which the Contractor is qualified to perform the scope of work outlined in this RFP. Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. Personnel

Bidders shall identify the primary individuals who will be assigned to provide services under a contract, if offered, and the nature of the services each would be able to perform. Background checks will be required for each individual assigned to RRPS.

3. Organizational References

Bidders shall provide a minimum of two (2) references from similar projects performed for private, state or large local government clients within the last three years.

The Evaluation Committee may contact any or all business references. Additionally, the Agency reserves the right to consider any and all information available to it in its evaluation of Bidder responsibility per Section II, Para C.18.

Bidders shall submit the following Business Reference information as part of Offer:

- a) Name of the contact person;
- b) Name of the company or governmental entity;
- c) Address of the contact person;
- d) Telephone number of the contact person;
- e) Email address of the contact person;
- f) A description of services provided and dates services were provided.

4. Cost Proposal

Bidders shall provide per hour cost to provide services as specified in this RFP.

EXHIBIT A

**RIO RANCHO PUBLIC SCHOOLS SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE
ORDER/AGREEMENT IS \$20,000 OR GREATER**

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Governing Member of Rio Rancho Public 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 District of New Mexico employee, Regent 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 bid 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 District or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS:

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to Rio Rancho Public Schools Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Title: _____ Date: _____

Name Typed: _____

Company Name: _____

Address: _____ City/State/zip: _____

**EXHIBIT B
OFFER SIGNATORY FORM**

THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

Addenda No. ____ Dated _____ Addenda No. ____ Dated _____

RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. *In addition, the attached "Resident Veteran Preference Certification" form (Exhibit D) must filled out, signed and accompany any RFP from any business wishing to receive a resident veteran's preference.*

RESIDENT PRFERENCE NUMBER: _____

RESIDENT VETERAN PREFERENCE NUMBER: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT C

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. "The Regents of Rio Rancho Public Schools, Rio Rancho Public Schools, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty-five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor's or sub-subcontractor's work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor's sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or Sub-subcontractor to be covered under the contractor's policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective June 8, 2012 are:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

SUBCONTRACTOR'S AND SUB CONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub-contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

EXHIBIT D
RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

__I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

APPENDIX A

RFP Question Submittal Form
RFP# 2017-003-FAC
CUSTODIAL SERVICES

All written questions must be addressed to the Buyer for this RFP. Bidders are to submit written questions using the format below. Written responses to the questions received will be distributed by RRPS's Purchasing Department as an Amendment/Addenda to this RFP solicitation.

Question #	Reference Page/Paragraph/Sec	Question

**APPENDIX B
RIO RANCHO PUBLIC SCHOOL DISTRICT**

BUSINESS REFERENCES

OFFERORS SHALL PROVIDE REFERENCES ONLY ON THIS FORM. REFERENCES CANNOT BE RIO RANCHO PUBLIC SCHOOL DISTRICT.

1. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: (Do not write in this area - for RRPS use only)

2. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: (Do not write in this area - for RRPS use only)

3. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____
COMMENTS: (Do not write in this area - for RRPS use only)

APPENDIX C

New Mexico Applicant Processing Service (NMAPS) Process Overview for Electronic Fingerprinting

Registration:

All applicants must register prior to being fingerprinted. You must be fingerprinted within 90 days of registration.

- The applicant must register with 3M Cogent at www.cogentid.com.

Choose New Mexico and then click Register Online for a Background Check.

Click on ORI LOOK UP, find RIO RANCHO PUBLIC SCHOOLS ORI# NM930071Z and double click on it. It will automatically populate the ORI# in the required section. Finish filling out the online registration completely.

- After registration is complete, the applicant will receive a Registration ID Number.

PLEASE RETAIN THIS NUMBER; IT IS NEEDED IN ORDER TO BE FINGERPRINTED.

- While online registration (www.cogentid.com) is the preferred registration method, telephone registration is also available: 1-877-99NMAPS (1-877-996-6277).

Fees & Payment:

Electronic fingerprint and background check fees are \$44.00

Fingerprinting:

- Fingerprints are done on site at RRPS District Office (BY APPOINTMENT ONLY). Please contact H.R. at (505) 896-0667 x-51186 to schedule an appointment once you have completed the online registration.

- Additional fingerprint sites are listed at www.cogentid.com > New Mexico > under User Information section > Fingerprint Location Map.

- Appointments at other locations are not required.

- Applicants may visit any fingerprinting location during any of the site's scheduled fingerprinting hours. Check the website for hours.

- Bring your Registration ID Number and a valid photo ID.

- If you are paying by money order, bring a money order made out to 3M Cogent.

Results:

- Background check results will be sent directly to RRPS.

- 3M Cogent does not have access to background check results, or make employment determinations.

- RRPS will contact the applicant when background check results are received.