



**RIO RANCHO PUBLIC SCHOOLS PURCHASING DEPARTMENT
500 LASER ROAD NE
RIO RANCHO, NEW MEXICO 87508**

INVITATION FOR BID: Bid#2016-021-FAC

TITLE: Purchase of Miscellaneous Custodial Supplies and Paper Products

BID DUE DATE & TIME: July 7, 2016 **Time:** 2:00/PM

Rio Rancho Public Schools (“RRPS”) invites you to submit a bid for the material(s) and/or service(s) identified within this Invitation for Bid (IFB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this IFB may result in your bid submittal being classified as unresponsive and disqualified. Please be advised New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

BID SUBMITTAL SUBMITTALS

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

SUBMITTAL LOCATION:

Rio Rancho Public Schools Purchasing Department

500 Laser Road NE
Rio Rancho, New Mexico 87124

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RRPS PURCHASING CONTACT INFORMATION

Name: Tom Weeks
Telephone: 505-962-1143
E-mail: Tom.Weeks@RRPS.net

OTHER INFORMATION

Number of submittals required: One (1) original and two (2) copies

Terms: F.O.B. Destination
Net 30

TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this IFB are subject to the scope of work, specifications, requirements, terms and conditions contained within this Invitation For Bid. Bidders 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.

QUESTIONS

Note, all questions are to be directed to the *solely to the Buyer indicated above*. Note, any and all clarification of instructions, specifications, scope of work, requirements, terms and conditions, insurance, bid preparation, etc. *shall only be made by the Buyer*. If appropriate, RRPS Purchasing Department shall issue a written Amendment/Addendum to this Bid which shall thereafter become a part of this invitation to Bid. No oral interpretations shall be binding upon RRPS unless reduced to a written Amendment/Addendum issued by the Purchasing Department prior to the Bid Due Date and Time. Note, all questions regarding the Bid documents are to be submitted, using the Question Submittal Form provided in Appendix A and submitted no later than ten (10) calendar days prior to the bid due date.

SECTION I INSTRUCTIONS TO BIDDERS

1. **ACKNOWLEDGEMENT OF ADDENDA.** Bidders shall acknowledge receipt of any addenda to this Invitation for Bid 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: <https://www.rrps.net> >District>Purchasing.
3. **AWARDS – MULTIPLE.** The District reserves the right to make multiple awards or to otherwise split the award of the items, projects and/or sections of this Invitation.
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 bid preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Please note, any and all points of clarification must be posted and distributed as a written bid amendment /addendum, issued by RRPS's Purchasing Department in, in order to be considered as part of this Invitation. Verbal clarifications are not to be relied upon.
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 bid 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 BID CLARIFICATION.** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being classified as non-responsive.
9. **NUMBER OF COPIES OF BID.** Please submit the number of copies of your bid and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your bid being considered non-responsive.
10. **PERIOD FOR OFFER ACCEPTANCE.** The Bidder agrees, if his bid 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 hi/hers bid, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Invitation for Bid.
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 BIDS.** The District reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all bids 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 bid, should be made by the closing date and time. All submissions shall be made at no expense to the District. Returns shall only be made at the Bidders request and expense.
14. **TELEGRAPHIC BIDS.** Telegraphic bids will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, bids may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.

15. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by a bidder 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.
16. **RIGHT TO WAIVE MINOR IRREGULARITIES.** RRPS reserves the right to waive minor Irregularities in bid submittals. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids 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.
17. **RESIDENT BUSINESS, RESIDENT BIDDER AND VETERAN PREFERENCE**
CERTIFICATION. To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident bidder preference pursuant to 13-4-2 NMSA 1978, a business or bidder is required to submit with its bid or proposal a copy of a valid resident bidder 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 Bid submittal from any business wishing to receive consideration for resident veteran’s preference.***
18. **BIDDER DEFINED.** Reference to the terms bidder, seller, service provider, offeror, bidder are to be defined, viewed and interpreted to be interchangeable and to have the same meaning as one another, as referenced in this solicitation.

SECTION II INVITATION FOR BID (IFB) TERMS AND CONDITIONS

The terms, conditions and specifications contained in this IFB shall be incorporated into all purchase orders issued as a result of this IFB, including any addenda. RRPS reserves the right to negotiate with a successful Bidder (Bidder) provisions in addition to those stipulated in this IFB. The contents of the successful Bidder’s bid submittal **may be** incorporated into an award agreement.

Should a Bidder object to any Bid Terms and Conditions, that Bidder must propose specific alternative language for RRPS’s review and consideration. General references to the Bidder’s terms and conditions or attempts at complete substitutions are not acceptable to RRPS and may result in disqualification of the Bidder’s bid submittal. Bidders 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 IFB, must be stated in Bidder’s bid submittal in a Section marked “PROPOSED ALTERNATIVE TERMS AND CONDITIONS.” Bidders are cautioned that any changes to the Bid terms and conditions that are NOT stated in the IFB 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 IFB 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 Bidder and shall not be deemed an opportunity to amend the Bidder's bid submittal.

NOTE: An Awardee of a Price Agreement established with RRPS has the opportunity to market a resultant Price Agreement to other 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 IFB 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 Laser55 Road NE
Rio Rancho, New Mexico 87124

2. AGREEMENT. Any resultant Purchase Order shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant Agreement shall be listed explicitly on the front side of the Purchase Order, or shall be incorporated by implication by the terms of this IFB. Any terms inconsistent with or in addition to the Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by the Chief Procurement Officer or his/her deligee.

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

4. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after an award can only be made if agreed to in writing by the Chief Procurement Officer or his/her deligee.

5. **CLEAN UP.** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all bidders' equipment excess materials and rubble.
6. **CONFLICT OF INTEREST.** Seller shall disclose to the District Purchasing Department the name(s) of any District employee or member of the RRPS Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Board member) 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/Regent 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 the District Purchasing Department.
7. **CONFLICT OF INTEREST FORM.** Bidder is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND 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.
8. **DAMAGE AND SECURITY OF RRPS PROPERTY:** The Bidder shall be responsible for all damage to persons or property that occurs as a result of bidder's fault or negligence, or that of any of his employees, agents and/or sub-contractors. The bidder 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 bidder's operations shall be repaired and/or restored to their original condition at the bidder'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 BID SUBMITTAL CONTENTS:** The bid submittals will be kept confidential until after the established due date and time for bid submittals. At that time, all bid submittals and documents pertaining to the bid submittals will be open to the public, except for the material that is marked and determined by RRPS to be proprietary or confidential. The District will not disclose or make public any pages of a bid 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 bid 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 bid submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the bid submittal will be disclosed. The bid submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. **DISCOUNTS.** If prompt payment discounts apply to your bid submittal, the discount time will not begin until the materials, supplies, or services have been received and accepted and a correct itemized invoice has been received by the District's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

12. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS.** Each party represents that neither it nor any of its management or any other employees or independent bidders 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 bidders 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 bidders. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

13. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this IFB 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 IFB. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this IFB.

14. **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.

15. **EQUIPMENT REQUIRED.** The Bidder shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this IFB except as otherwise noted in the Specifications.
16. **FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.
17. **FINANCIAL STATEMENTS.** All Bidders may be required to submit an audited Financial Statement from the end of their most recent fiscal year. If required to provide financial statements, failure to provide the required material may result in a bidders bid being determined to be non-responsive.
18. **F.O.B.** Unless stated otherwise, the price for goods offered shall be F.O.B. the place of destination, and the place of destination is the District's designated campus address.
19. **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.
20. **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 or services delivered by Seller or the performance of the work by Seller, its agents, employees, sub-contractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the District. Seller shall indemnify, defend and hold harmless the District, 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 the District against any joint and several liabilities imposed against the District with respect to strict products liability claims attributable to the fault of the Seller. Seller agrees that it and its sub-bidders 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 the District. The liability of the District will be subject is all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

21. **INDEPENDENT BUSINESS.** Neither Seller nor any of its agents shall be treated as an employee of the District 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 the District is not Seller's sole or only client or customer.
22. **INSPECTION.** The District may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of a resultant Purchase Order/Agreement. 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 and/or terms of agreement.
23. **INSPECTIONS, SELLER.** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this IFB.
24. **LICENSES/PERMITS/EASEMENTS.** The seller shall be responsible for obtaining, at his Seller's expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this IFB.
25. **INSTRUMENTALITIES.** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in the Purchase Order/Agreement.
26. **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 IFB Number must appear on the Certificate of Insurance.
27. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this IFB shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to RRPS's authorized representative.

28. 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 IFB. 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.
29. 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.
30. OTHER APPLICABLE LAWS. Any provision required to be included in this solicitation or resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
31. REFERENCES. The Bidder are to provide a minimum of three (3) references of organizations and/or businesses that Bidder has recently 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 to be provided for each reference. Failure to submit the information **may result** in the Bidder's bid submittal being considered as non-responsive. RRPS may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The RRPS Purchasing Department will reject the bid submittal of any Bidder who is not a responsible Bidder or fails to submit a responsive bid submittal as defined in Section 13-1-83, and Section 13-1-85 NMSA 1978.
32. RELEASE RRPS GOVERNING BOARD. The Bidder shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the governing Board of the Rio Rancho Public Schools District, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Bidder 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 Governing Board of the Rio Rancho Public Schools District or the State of New Mexico unless the Bidder has express, written authority to do so, and then, only within the strict limits of that authority.
33. RETENTION OF RECORDS. Bidder will maintain detailed records indicating the date, time and nature of goods and/or 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, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

34. REIMBURSABLE TRAVEL AND LIVING EXPENSES. Any pre-negotiated travel and living expenses that Bidder may incur in providing RRPS goods and/or services pursuant to an Agreement, are limited to reimbursement for the actual cost of commercial “coach” airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per RRPS’s web site: <http://www.RRPS.edu/~purch/priceagree.html> . RRPS will not reimburse for any other travel and/or living expenses.

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

36. 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.

37. 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 bidders 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.

38. SITE INSPECTION. The site(s) referenced in this IFB are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheer.

39. 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.

40. **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.

41. **TITLE AND DELIVERY.** Title to the materials and supplies passed under a Purchase order/Agreement shall pass to the District upon acceptance at the FOB point specified, subject to the right of the District to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the District's Purchasing Department. Time is of the essence and the Purchase Order/Agreement shall be subject to termination for failure to deliver on time.

42. **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.

43. **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.

SECTION III

Rio Rancho Public Schools (RRPS) Purchase Order STANDARD TERMS AND CONDITIONS

Effective: February 16, 2016

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. DISCOUNTS

If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by RRPS's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

7. 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.

8. F.O.B

Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is RRPS's designated Shipping campus address.

9. 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, sub-contractors 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 sub-contractors 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 is all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

10. 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.

11. 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.

12. 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.

13. 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.

14. OWNERSHIP

Ownership of Documents - All documents which are prepared by the Vendor/Bidder or any member of the consulting team that form a part of its services under this Agreement are the sole property of RRPS and such works may not be reproduced nor distributed without the express written consent of RRPS and shall be delivered to RRPS upon termination and or completion of this Agreement if RRPS so requests. The Vendor/Bidder shall be responsible for the protection and/or replacement of any original documents in its possession. RRPS shall receive all original drawings and the Vendor/Bidder shall retain a reproducible copy.

15. PATENT AND COPYRIGHT INDEMNITY

Seller shall indemnify, defend and hold harmless RRPS against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

16. 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.

17. 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.

18. 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.

19. 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 bidders 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.

20. 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.

21. TITLE AND DELIVERY

Title to the materials and supplies passed hereunder shall pass to RRPS upon acceptance at the FOB point specified, subject to the right of RRPS to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from RRPS's Finance Department. Time is of the essence and the purchase order is subject to termination for failure to deliver on time.

22. WARRANTIES

Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

23. 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.

24. 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.

SECTION IV
SCOPE OF WORK

Rio Rancho Public Schools wishes to establish indefinite quantity price agreement(s) for the purchase, on an as needed basis, the miscellaneous Custodial supplies and paper products identified below. This Invitation to Bid is issued under, and all bids submitted in response to this IFB shall be subject to, the State of New Mexico Procurement Code, Section 13-1-21 through 13-1-199, NMSA 1978. For purposes of identification and clarity within this Invitation For Bids (IFB), the term “DISTRICT” shall refer to Rio Rancho Public Schools (RRPS), and the terms “VENDOR” and “BIDDER” shall refer to the IFB respondents.

Project Summary

The successful Bidder(s) shall be required to provide all materials and services necessary to furnish, supply and deliver Custodial supplies and paper products in accordance with the bid specifications, terms and conditions. These specifications shall be construed as minimum. All integral parts and sub-parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete finished product/project shall be furnished.

The award(s) will be made to the lowest responsive, responsible Bidder(s) that meet the Bid specifications, terms and conditions. Conformity with specifications, including the required terms of delivery and the ability to deliver on time, are among the factors that will be considered in determining the responsiveness of bidders.

SECTION V

RESPONSE FORM

Please return with your sealed Bid Response:

Section V: Bid Response Form **Exhibit A: Conflict of Interest-Debarment/Suspension Certification Form** **Exhibit B: Offer Signatory Form** **Exhibit C: Resident Veteran’s Preference Certification Form**

Company Legal Name:_____

NM Residential Preference Number:_____ **(Applies to BIDS over \$60,000 only –bidders must submit valid certificate in order to receive preference consideration)**

NM Resident Veteran’s Preference Number: _____ **(Applies to Bids over \$60,000 only – bidders must submit valid certificate in order to receive preference consideration).**

Bid As Follows:

RRPS reserves the right to make multiple awards on this bid. RRPS reserves the right to award by lot, individual item or consolidate all or groups of bid items, whatever is in the best interest of RRPS. Any services in addition to standard manufacturer’s warranty shall be provided with your bid submission.

NOTE: All Prices shall be FOB destination to RRPS and shall include all charges, including but not limited to freight, insurance, and other associated costs that may be imposed in fulfilling the terms of the agreement. All equipment, labor, material, supplies, packaging, freight, insurance, delivery, (set up, installation if applicable), manufacturer’s warranty, insurance, documentation, etc. required to furnish and deliver the products and services specified within this bid solicitation and as identified below.

The bidder should present in detail, all products and services offered in response to this invitation. Bidders shall provide enough supporting information to show that the items bid meet all critical specifications.

BID PRICING SHEET

RRPS is requesting a fixed discount rate from the manufacturer' current published price list catalog. Bid prices provided below are to be based upon a guaranteed percentage (%) discount off of the most current manufacture's published price list, which are to remain firm during the term of any resultant price agreement award. Discounts and discounted prices shall include all parts, labor, material, equipment, supplies, insurance, freight, delivery, set up, proofing, production printing, etc.; less applicable New Mexico Gross Receipts Tax. The successful bidder(s) will be required to furnish RRPS with copies of all referenced price lists and catalogues at no additional cost.

Bidder shall warrant that all material utilized in the performance of a resultant price agreement award shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

All supplies and equipment shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to RRPS.

BID AMOUNTS – NOTE BIDDERS ARE TO LIST CURRENT PULISHED MANUFACTURERS PUBLISHED PRICE LIST FOR EACH OF THE ITEMS BID; FIRM PERCENTAGE DISCOUNT OFFERED; NET PRICE; AND EXTENDED PRICING BASED UPON THE ANNUAL ETIMATED QUANTITIES SHOWN.

NOTE: SAMPLE REQUIRED IF NOT BIDDING AS SPECIFIED OR BIDDING A LINE ITEM WHERE A BRAND NAME OR EQUAL SPECIFICATION HAS NOT BEEN USED.

Bid Estimated No. Quantity	Description	MSRP CURRENT	% Disc. Off MSRP	Discounted Unit Price \$	Extended \$

1. (500ea)	Continental#E721016 Microfiber Cloth Red 16 X 16 microfiber cleaning cloth. (Can be laundered 200 times) or equal performance product.	\$ _____	% _____	\$ _____	\$ _____
	Mfgr. part# Bid: _____				

2. (500ea) Continental #E711016 Microfiber Cloth
Blue 16 X 16 microfiber cleaning cloth.
(Can be laundered 200 times)
or equal performance product. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____
3. (500ea) Continental #E701016 Microfiber Cloth
Green 16 X 16 microfiber cleaning cloth.
(Can be laundered 200 times)
or equal performance product. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____
4. (50ea) Rubbermaid Rcp6320bro Toilet Bowl
Brush 17in handle Polypropylene
or equal performance product. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____
5. (30ea) Rubbermaid Brute Bucket 2963G Heavy
Duty Plastic 10 Qt. Bucket; Resists acids,
paint and chemicals. 10.2” H X 10.5 diameter.
(Must meet FDA standards) or equal
performance product. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____
6. (500cs) Alpha HP 2 X 1.5L All in one Multi-
Surface Disinfectant Cleaner. Safe to use on
nearly all surfaces. Must be Green Seal or
Ecologo Product; or equal performance \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

7. (200cs) Prominence AccuMix 6 X 32oz #4996440
DVS 4963357 Heavy Duty Concentrated
PH Neutral Floor Cleaner designed to
remove soils and oils without dulling or
altering appearance. Must be a Green Seal
or Ecologo Product; or equal performance \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

8. (50ea) Kimberly Clark 09608 Dispenser Toilet
Tissue Coreless dispenser; Smoke color;
Meets ADA Standards; Holds 1150ft
X 3.78 in rolls; or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

9. (50ea) Kimberly Clark 09996 Hygienic, touch
free dispenser; Smoke color size 12.63
X 16.13. Meets ADA Standards; or equal
performance product. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

10. (50ea) Hospital Specialty Company HOSHG12
White Toilet seat cover dispenser.
Holds two sleeves of 250 half folded
seat covers; or equal performance \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

11. (25cs) Brady PM0100 Biodegradable Protective toilet seat covers. Self-disposing half fold 20 packs of 250 covers per case; or equal performance product. \$_____ %_____ \$_____ \$_____

Mfgr. part# Bid: _____

12. (50cs) TOLCO MFG # 260106 Vomit & Spill Absorbent. Universal organic absorbent is Biodegradable and easily applied to clean up liquid spills and digestive fluids. 1lb X 50 per cases; or equal performance \$_____ %_____ \$_____ \$_____

Mfgr. part# Bid: _____

13. (200cs) Spartan Peroxy 4d DVS 4963357, or equal performance, All Purpose concentrate non-acid Disinfectant/Cleaner/Deodorizer with EPA registered requirements. Must be a Green Seal or Ecologo Product. \$_____ %_____ \$_____ \$_____

Mfgr. part# Bid: _____

14. (2500cs) EcoSoft 45800, or equal performance, Natural Roll towel 8in X 800ft, 6 per case. Must be a Green Seal or Ecologo Product. \$_____ %_____ \$_____ \$_____

Mfgr. part# Bid: _____

15. (100ea) Cleaner, Graffiti Remover. Product bid
 Must remove marks and stains from surfaces marred or damaged by vandals. Must works on brick, tile, aluminum, steel and brass etc. Must be a Green Seal or Ecologo product.
NOTE: Sample and SDS Required \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____
16. (100ea) Rochester Midland 25125200 Sanitary Napkin Dispenser w/disposal. Wall mount plastic flip top.; or equal performance \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____
17. (250ea) Stainless Steel Cleaner that removes water spots. 15 or 16 oz can. Must be a Green Seal or Ecologo Product.
NOTE: Sample and SDS Required \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____
18. (500ea) Spray Bottle 32oz with Trigger Sprayer Round Molded oz/ML dilution scale.
NOTE: Sample Required \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

19. (1500cs) Kimberly Clark 07006 Coreless jumbo roll toilet tissue. 6 rolls per case 1150ft X 3.787in per roll; must be a Green Seal or Ecologo product; or Equal performance. \$_____ %_____ \$_____ \$_____ **Mfgr. part# Bid:** _____

20. (300ea) 5 Gallon Floor Finish/Sealer High gloss, exceptional wear characteristics, scuff resistance, and resist dirt p/u. exceptional response to buffing, slip resistant. Must be a Green Seal or Ecologo product. **NOTE: Sample Required** \$_____ %_____ \$_____ \$_____ **Mfgr. part# Bid:** _____

21. (200 gal) Odor Eliminator/Drain Maintainer that removes organic build up in floor drains keeping them clear and odor free. Must be a Green Seal or Ecologo product. **NOTE: Sample Required** \$_____ %_____ \$_____ \$_____ **Mfgr. part# Bid:** _____

22. (150ea) Sloan WES150 Waterfree Urinal Cartridge which has biodegradable liquid. Cartridge must be made of recyclable material. For use with WES1000 urinal; or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

23. (150ea) Unisan 503bl Large Double Loop Four-Ply, Heavy Duty 5in Vinyl headband, cotton/synthetic blend Mop (Must be able to be laundered) Or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

24. (50ea) Unisan 502bl Medium Double Loop Four-Ply, Heavy Duty 5in Vinyl headband, cotton/synthetic blend Mop (Must be able to be laundered) Or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

25. (150pks) Proteam micro filter bag 100331 Vacuum Bags Round 10qt; or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

26. (50pks) Proteam micro filter bag 107313
Vacuum bag 10qt; or equal performance. \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

27. (50pks) Proteam 107314 micro filter Vacuum
bag 6qt; or equal performance. \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

28. (50cs) Sanitary Napkin Dispenser Liners
250 per cases. Must fit Rochester
Midland Plastic Flip top
Dispenser 25125200.
NOTE: Sample Required \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

29. (50 gal) Spartan ct2100 Carpet Defoamer
Used to eliminates foam in recovery
tanks of extractors, shampoo equipment
and scrubbers. Non-corrosive. 4/1gal
containers per case; or equal performance. \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

30. (200bx) Safety Zone GVDR-MD Vinyl Gloves
Powder Free, Medium, pf 10bxs/cs
rolled cuff. Made with USDA approved
Material; or equal performance. \$_____ %_____ \$_____ \$_____
Mfgr. part# Bid: _____

31. (500bx) Safety Zone GVDR-Lg Vinyl Gloves
Powder Free, Large, pf 10bx/cs
rolled cuff. Made with USDA approved
Material; or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

32. (500bx) Safety Zone GVDR-XLg Vinyl Gloves
Powder Free, X-Large, pf 10bx/cs
rolled cuff. Made with USDA approved
Material; or equal performance. \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

33. (50gal) Spartan 350904 Carpet Extractor
carpet cleaner. Removes soils and
residue; Non-Corrosive; Dye and
Fragrance free; Must be a Green
Seal or Ecologo Product; or
Equal performance; \$ _____ % _____ \$ _____ \$ _____
Mfgr. part# Bid: _____

GUANRANTEED TURNAROUND

State Guaranteed turnaround time from receiving files from RRPS to delivery, Rio Rancho, New Mexico: _____/days after receipt of order.

I hereby certify that I fully understand and accept all terms, conditions, requirements and specifications of this Invitation to Bid.

Company Name	
Address	
City	State and Zip Code
Authorized Signature	Name (typed or printed)
Title	Date
Telephone Number	Fax Number
Email Address	

EXHIBIT A

**Conflict of Interest-Debarment/Suspension Certification Form
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, Governing Board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

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: _____

**THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT IS \$100,000 OR GREATER:
CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(September, 2005)**

(a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Bidder, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Bidder shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) **CERTIFICATION**

The undersigned hereby certifies that he/she has read the above **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991)** and **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** 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 below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT B
BIDDER SIGNATORY FORM**

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

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 BIDDER AND RESIDENT VETERAN PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident bidder preference pursuant to 13-4-2 NMSA 1978, a business or bidder is required to submit with its bid or proposal a copy of a valid resident bidder 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 Bid from any business wishing to receive a resident veteran's preference.*

RESIDENT PRFERENCE NUMBER: _____

RESIDENT VETERAN'S PREFERENCE NUMBER: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this Bid 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 Bid and at the prices stated within the IFB.

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

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 RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF BIDDER) 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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 Bidder Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

(Signature of Business Representative)*
Business.

(Date) *Must be an authorized signatory for the

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 the cancellation of award of the procurement involved, if the statements are proven incorrect.

APPENDIX A

Bid Question Submittal Form

Bid#2016-021-FAC Purchase of Miscellaneous Custodial Supplies and Paper Products

All written questions must be addressed to the Buyer for this Bid. 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 addenda to this Bid solicitation.

Question #	Reference Page/Paragraph/Sec	Question