



**REQUEST FOR PROPOSALS
FOR RANCHO PUBLIC SCHOOLS**

**E-WASTE DESTRUCTION AND DISPOSAL
SERVICES**

RFP NO: 2015-005-IT

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: June 10, 2015

TIME: 2:00 PM MDST

**DELIVER TO: Rio Rancho Public Schools
Purchasing Room 214
500 Laser Road NE
Rio Rancho, New Mexico 87124**

The date and time received will be stamped on the proposals by RRPS offices. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

NOTE: [A NON MANDATORY PRE-PROPOSAL CONFERENCE](#) will be held:

DATE: May 27, 2015

TIME: 1:30 PM MDST

**LOCATION: Rio Rancho Public Schools
Main District Office
500 Laser Road NE
Rio Rancho, New Mexico 87124**

INVITATION:

The Rio Rancho Public Schools Purchasing Department invites you to submit an offer for the material(s) and/or services identified and described within this Request for Proposal (RFP). Please read carefully all instructions, specifications, requirements, scope of work terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this Request may result in your offer being classified as unresponsive and disqualified. Offers

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must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

OFFER SUBMITTAL:

All information must be entered in ink or typed and corrections must be initialed. **Offerors are required to submit one (1) original and three (3) copies of their offer.** Offers are to be submitted in a sealed envelope, clearly marked with the Request for Proposal Number and Opening Date (see Offer Due By date above) in the lower left hand Corner. Failure to mark your sealed Offer Submission Envelope may result in your Offer being opened early or your offer not being included in the Request for Proposal Opening.

SUBMITTAL LOCATION:

**Rio Rancho Public Schools Purchasing
Room 214
500 Laser Road NE
Rio Rancho, New Mexico 87124**

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RRPS CONTACT INFORMATION:

Kathy Hayes, Purchasing Specialist
Telephone: 505-896-0667 ext. 51137
E-mail: khayes@rrps.net

OTHER INFORMATION:

Freight Terms: FOB Destination
Payment Terms: NET 30

TERMS AND CONDITIONS

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The purchases of materials and/or services awarded under this Request For Proposals are subject to The Rio Rancho Public Schools Standard Terms and Conditions and all information and statements contained in this Request for Proposal. Offerors may submit alternate terms and conditions; however, RRPS reserves the right to reject the language if it is determined not to be in the best interest of RRPS.

SECTION I: INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA.** Offerors shall acknowledge receipt of any addenda of this RFP by identifying the addendums number and date in the space provided on the response form.
2. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are “equal to” and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. RRPS reserves the right to make the final determination as to whether or not an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
3. **AWARD INFORMATION.** Award information will be posted electronically on the RRPS Purchasing Department web site: <http://finance.rrps.net> under Purchasing and Procurement.
4. **AWARDS – MULTIPLE.** RRPS reserves the right to make multiple awards to a primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
5. **CANCELLATION.** RRPS reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.
6. **CASH DISCOUNTS.** RRPS will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
7. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this RFP solicitation.
8. **COPIES OF OFFER.** If submitting by hard copy or on CD, please submit the number of hard/CD copies of your offer as stated on the cover sheet along with all supporting documents.

9. LATE SUBMISSIONS. Late submissions of offers will not be accepted or considered unless it is determined by RRPS that the late receipt was due solely to mishandling by RRPS or the offer is the only offer received. Late submissions will be returned unopened.

10. MODIFICATIONS. Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.

11. OFFEROR CLARIFICATION. The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the Offer being deemed non-responsive.

12. PERIOD FOR OFFER ACCEPTANCE. Offeror agrees that any offer made submitted will be good for a period of ninety (90)-calendar days; an additional time period may be requested in the RFP Scope of Work.

13. PUBLIC INFORMATION. All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

14. REJECTION OF OFFERS. RRPS reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of RRPS.

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

16. SUBMISSIONS OF DRAWINGS/LITERATURE. The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to RRPS. Returns shall only be made at the Offers request and expense.

17. TAXES. RRPS is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the RRPS Purchasing Department web site: <http://finance.rrps.net> under Purchasing and Procurement.

18. **WITHDRAWAL OF OFFERS.** Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the submittal due date and time. Offerors requiring bid security will result in forfeiture of the bid security if the offer is withdrawn following the opening.

19. **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 New Mexico 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.*

SECTION II REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors’ response may be incorporated into any Purchase Order/ Agreement 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 this RFP, as revised and/or supplemented, and the successful Offerors’ proposal may be incorporated into the Contract. Should an Offeror object to any of the RRPS Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to RRPS. General references to the Offerors’ terms and conditions or attempts at complete substitutions are not acceptable to RRPS and will result in disqualification of the Offerors’ proposal. 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 attached to this RFP must be stated in Offerors’ proposal in a Section marked “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 proposal, 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 proposal on the basis the 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 proposal.

An Awardee of a Price Agreement established with RRPS has the opportunity to market the 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. ****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. ****ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by RRPS. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from RRPS.
3. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
4. ****CHANGES.** RRPS may make changes within the general scope of any resultant Purchase Order/Agreement 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 a resultant Purchase Order/Agreement, 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/Agreement as changed hereunder.
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 contractors' equipment excess materials and rubble.
6. ****CONFLICT OF INTEREST.** Seller shall disclose to RRPS Purchasing Department the name(s) of any District employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Regent) 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 RRPS Purchasing Department.

7. **DAMAGE AND SECURITY OF RRPS PROPERTY.** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless RRPS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.

8. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal College 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.

9. ****DISCOUNTS.** If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been 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.

10. **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.

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 a resultant Purchase Order/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. **EQUIPMENT REQUIRED.** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.

13. ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

14. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, 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. ****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 Main District Office address.

16. ****GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/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.

17. ****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 a resultant Purchase Order/Agreement 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."

18. ****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 any resultant Purchase Order/Agreement. 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.

19. ****INSPECTION.** RRPS may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of any 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.

20. **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 RFP.

21. **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 RFP.

22. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

23. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this RFP 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.

24. **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.

25. ****OTHER APPLICABLE LAWS.** Any provision required to be included in a 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.

26. ****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.

27. ****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.

28. ****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. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

29. ****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.

30. **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 RRPS of New Mexico, 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.

31. **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.

32. **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 Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

33. **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.

34. **WAIVER.** The Contract shall 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.

35. **RELEASE RRPS GOVERNING BOARD.** The Contractor shall, upon final payment of the amount due under the contract release the Governing Board of RRPS, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind RRPS or the State of New Mexico to any obligation not assumed in the contract by the RRPS Governing Board 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.

36. ****TERMINATION AND DELAYS.** RRPS may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement for convenience in whole or in part, at any time. RRPS shall pay Seller as full compensation for performance until such termination: (1) 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 any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted 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 any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement 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 a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

37. ****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 Purchasing Department. Time is of the essence and the Purchase Order/Agreement is subject to termination for failure to deliver on time.

38. ****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 any resultant Purchase Order/Agreement.

39. ****WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, 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.

40. ****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.

41. ****WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill

ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with RRPS and other contractors and coordinate their work involving other contractors through RRPS's authorized representative.

42. ****PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate District official.

43. ****GRAMM-LEACH-BLILEY ACT.** Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, RRPS of New Mexico ("District") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of RRPS. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of RRPS, implement appropriate security measures to protect confidential Customer Information of RRPS.

Service Provider shall not use or disclose covered data and information received from or created on behalf of RRPS except as permitted or required by this Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by RRPS. Upon becoming aware of a security breach in which District Customer Information is used or disclosed in a manner not authorized or covered by this Purchase Order/Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to RRPS any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by RRPS and required by law.

Upon termination, cancellation, expiration or other conclusion of this Purchase Order/Agreement, Service Provider shall return to RRPS covered Customer Information and data unless RRPS requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Purchase Order/Agreement. Within such 30 day period, Service Provider shall certify in writing to RRPS that such return or destruction has been completed. To the extent return or destruction is not feasible; this Purchase Order/Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that RRPS has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by RRPS to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Purchase Order/Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Purchase Order/Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of RRPS."

44. ****PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Service Provider.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the

Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed."

45. 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 RRPS promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.

46. ****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.

47. ****OWNERSHIP OF DOCUMENTS.** All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order/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 Purchase Order/Agreement if RRPS so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. RRPS shall receive all original drawings and the Seller shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. RRPS shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to RRPS and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to RRPS.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to RRPS. RRPS shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to RRPS and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to RRPS.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

48. ****ECCN REPORTING REQUIREMENT.** Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR")

and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to RRPS without prior written notice. In the event that RRPS agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: khayes@rrps.net.

SECTION III: SCOPE OF WORK

I. Introduction.

Rio Rancho Public Schools (RRPS) is seeking the services of qualified licensed recyclers in the local community to recycle electronic waste from RRPS sites.

II. Description

1. Pick up hard drives at District office, transport them securely to place of destruction, and provide a certificate of destruction, at least twice per semester and as needed..
2. Pick up discarded equipment from each school site (max: 20), at least once per semester and as needed.
3. Have a bi-annual student/staff e-waste collection day.
4. Follow all applicable environmental, health, and safety legal requirements and regulations.

DEADLINE TO SUBMIT WRITTEN QUESTIONS: Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on May 29, 2015 by 9:00am. All questions including technical questions regarding the RFP must be submitted electronically and should be e-mailed to Kathy Hayes at: khayes@rrps.net.

Offerors are to submit written questions using the format on RFP Question Submittal Form. Written responses to the questions timely submitted and received will be posted at the RRPS Purchasing Website, as an addendum and will become part of the RFP file. The questions and answers will not indicate any reference to the Offeror that submitted the questions(s). Offerors must provide a single point-of-contact in order to receive an official RRPS response.

This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide additional information if Offeror believes that information is to be relevant.

III. Minimum Requirements

Successful Offerors shall meet the following minimum requirements and are required to submit with their proposal submittal supporting documentation for:

- 5 years of experience providing E-waste destruction and disposal services, preferably with schools and government.
- Must possess all required State, federal, and local licenses and certifications to provide and perform E-Waste destruction and disposal services. Offerors are required to provide/copies of all State, Federal and local business and disposal licenses/certificates held.

IV. Submission of Offer/Proposal Format.

Offerors are to organize proposals in the order as stated in this section. The submission of Offers/Proposals must be organized to include, but not be limited to, the following information

1. Name, address, e-mail address, telephone numbers, and facsimile number of the Offeror.
2. Name, title, e-mail address, and telephone number of primary contact of the Offeror.
3. A signature of the Offeror or of an officer/employee who certifies that he/she has the authority to make the Offer.
4. A statement of the Offeror, if awarded the contract, that the company will comply with the contract Terms and Conditions as set forth in this RFP.
5. This RFP contains specific requests for information that must be included in order to be considered. In responding to this RFP, Offerors are encouraged to provide additional information if Offeror believes that information is to be relevant.

SECTION IV: Evaluation Criteria

The Offerors’ proposals will be evaluated in accordance with the weighted evaluation criteria identified below. The demonstrated record of success will be measured by the Offeror’s ability to give RRPS the greatest value based on the Procurement model criteria listed below (Background & Qualifications, Environment, Performance, and Price). The Offeror(s) whose Proposal is most advantageous to RRPS will be selected to perform the desired services, although RRPS reserves the right to grant multiple awards or to reject all proposals.

<u>Description</u>	<u>Maximum Percentage</u>
A. PRIOR WORK EXPERIENCE	30 Maximum Points
1. Provide a statement that, if awarded the contract, the Offeror will comply with the Scope of Work, Terms and Conditions as set forth in this RFP.	
2. Provide background regarding Offeror, including: length of time in business, other activities performed by Offeror, in addition to higher education searches; number of consultants on staff (including owners, partners, and employees).	
3. Describe the prior experience and qualifications of company and key personnel related to accomplishing the Scope of Work as requested. (This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform the Scope of Work outlined in this RFP.) Identify and provide proof for all city, county, state and federal required licenses and certifications held.	
B. QUALIFICATIONS	30 Maximum Points

1. Provide any proof of your firm being independently audited, or actions monitored by any and all outside agencies.
2. Does your firm evaluate the environmental and social impact of your services? If so please describe.
3. Provide any certifications or awards from third-party credible evaluations in terms of services and recycling processes.
4. Describe the experience and qualifications for the specific individuals who will perform the required services.
5. Provide proof of appropriate liability insurance, permits, financing and other functions related to the administration of any contract awarded as a result of this solicitation.

References

Provide a list of references that identifies institutions/organizations (public and private) the Offeror has successfully served in the past five years. Include phone numbers and mailing addresses of individuals who can attest to the Offerors experience and qualifications of the services requested. References must be familiar with the Offerors work within the past five years.

C. ENVIRONMENT: 20 Maximum Points

Shipping and Transportation

Please identify and provide the location of recycling plant, the distance from RRPS facilities to recycling plant, and the form of transportation used for each recycling plant your firm proposes to utilize.

Disassembling Process

Would recycling or disassembling of any items or commodities received from RRPS be done in a foreign country? If so, please identify the country.

Product End-of-Lifecycle

1. Describe a used product's cycle once picked up or taken from RRPS, i.e. The dismantling and post-dismantling process, and where the product goes once dismantled; provide information concerning the end result of a used product if not recycled/ re-used by your firm.
2. Please provide your company's recycling rate of e-waste (The quantity of recyclable material recovered divided by the total amount of waste generated expressed as a percentage).

D. PRICE: 20 Maximum Points

1. Submit a proposed detailed agreement for providing the services requested.
2. Please describe incentives and/or revenue sharing.

3. Please itemize fees, expenses and optional costs separately, if any. (RRPS reserves the right to negotiate the final fees and cost.)

Maximum Total Possible Point Award **100 Points**

SECTION V: RFP SCHEDULE

RFP Issuance date:..... May 20, 2015
Non-Mandatory Pre-proposal conference.....1:30 PM, May 27, 2015
Deadline for electronically submitted questions:.....9:00 AM, June 2, 2015
RFP responses due date & time:.....2:00 PM, June 10, 2015

Negotiations. RRPS reserves the right to request an oral presentation after receipt of the proposals. The negotiations and projected date of award may change due to the presentations.

EXHIBIT A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee,

nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the Public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any: **Don Schlichte, Martha Janssen, Catherine Cullen, Ryan Parra, Ramon Montano**

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)
(Attach extra pages if necessary)

Signature _____ Title/Position

Date _____ Company _____

--OR--

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

Signature _____

Date _____

Title (Position) _____

Company _____

EXHIBIT B

**RFP 2015-005-IT
- REFERENCES -**

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

1. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

2. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

3. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

4. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

5. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

6. FIRM NAME: _____
CONTACT PERSON: _____
TITLE OF CONTACT: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

COMMENTS: (Do not write in this area - for RRPS use only)

EXHIBIT C
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 ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:

I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by the Rio Rancho Public Schools District with New Mexico Tax & Revenue.

I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is less than \$1 Million 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 \$1 Million but less than \$5 Million allowing me the 8% preference discount on this bid or proposal. 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 \$5 Million allowing me the 7% preference discount on this bid or proposal. 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 §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)*

(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 termination of an award if the statements are proven to be incorrect.

EXHIBIT D

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**

Payment Methods	
Online	<ul style="list-style-type: none">• Credit/Debit Card
At the Fingerprint Site	<ul style="list-style-type: none">• Money order/cashier's check made out to 3M Cogent• NO cash• NO checks

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.

**EXHIBIT E
RFP2015-004-ADM**

OFFEROR SIGNATURE FORM AND AMENDMENT/ADDENDA ACKNOWLEDGEMENT FORM

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 E) must filled out, signed and accompany any RFP from any business wishing to receive a resident veteran's preference.*

****RESIDENT PRFERENCE NUMBER:** _____

****VETERAN PREFERENCE NUMBER:** _____

In acknowledgement of receipt of the Request for Proposals, the undersigned agrees that he/she has received a complete copy of this Request for Proposal. The undersigned further agrees that he/she has read this Request for Proposal and agrees to all specifications, general requirements, and terms and conditions of said Request. This form must be signed and returned with the response to Request for Proposal. Non-compliance may cause said proposal response to be declared non-responsive.

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal, (such persons, firms and corporations hereinafter referred to as the Offeror), being duly sworn, on his oath, states that to the best of his belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other Offerors, or with any official of Rio Rancho Public Schools (RRPS) or any employee thereof, or any person, firm or corporation under contract with RRPS whereby the Offeror, in order to induce the acceptance of the forgoing proposal by RRPS, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, whatever, and that the Offeror has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing proposal.

The Offeror certifies that the contractor shall operate in accordance with all applicable state and federal regulations.

The Offeror agrees that all terms and conditions within the proposal shall be considered a part of the contract as if incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

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 F
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 Governing Board of RRPS, 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.

APPENDIX A

RFP Question Submittal Form
RFP#2015-005-IT

All written questions must be addressed to the Buyer for this RFP. Offerors 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 RFP solicitation.

Question #	Reference Page/Paragraph/Sec	Question