



RIO RANCHO PUBLIC SCHOOLS

PURCHASING DEPARTMENT

500 LASER RD NE

RIO RANCHO, NEW MEXICO 87124

Invitation to Bid Number: ITB No. 2020-006-FAC

Title: Window Repair and Replacement

Submittal Due Date: September 24, 2019

Time: 2:00 PM (MT)

Submitted To: Rio Rancho Purchasing, 500 Laser Road NE Rio Rancho, NM 87124

Location: RRPS District Office
500 Laser Rd. NE
Rio Rancho, NM 87124

Rio Rancho Public Schools (“RRPS”) is seeking to establish a price agreement for bleacher inspections. *(Dependent upon available funding). Bidders are required to provide one original copy of their bid and one digital copy.*

All interested parties are strongly encouraged to submit a bid for the products within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

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I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

The RIO RANCHO PUBLIC SCHOOL DISTRICT (RRPS) is requesting bids for window repair and window replacement.

B. SUMMARY SCOPE OF WORK:

Rio Rancho Public Schools (“RRPS”) wishes to establish a price agreement for window repair and window replacement as identified within this invitation to bid and invites you to submit a bid for all of the bid items identified within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified.

C. SCOPE OF PROCUREMENT:

The scope of the procurement shall encompass the defined scope of work described in Section IV. This contract will be in effect for a period of four (4) years from date of contract award. Contingent upon funding. Pricing structure will remain firm for the life of the contract.

D. PROCUREMENT CONTACT:

Michael Madrid, CPO, CPPB
Director of Purchasing
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 962-1143, Ext. 51143
michael.madrid@rrps.net

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this invitation to bid (ITB), including appropriate abbreviations.

“**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.

“Award” 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. *Note, Bidders are encouraged to bid on any or all bid items listed.*

Award of Contract shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services.

“Award Information” Award information will be posted in the Purchasing Department Home Page.

“Bid” is the Bidders response to this ITB.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid in response to this ITB.

“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.

“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. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in provided and distributed by RRPS as written addenda to be considered as part of this Invitation.

“Contractor” means successful bidder awarded the contact.

"Desirable" The terms "may" "can" "should" "preferably" or "prefers" identifies a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“District Representative” is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

“Entity” means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting bids.

“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.

“Mandatory” means the terms "must" "shall" "will" "is required" or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bidder's bid.

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“Number for Bid Clarifications” 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.

“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.

“Multiple source awards” means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one bidder.

“Number of Copies of Bid” Please submit the one (1) complete copy and one (1) digital (Thumb Drive/Jump Drive) 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.

“Owner” is the Board of Education of the Rio Rancho Public Schools (RRPS).

“Period for Bidder 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 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.

“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.

“Invitation to Bid” or **“ITB”** means all documents, attached or incorporated by reference, used for soliciting bids.

“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.

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978. A copy of the current certificate is required to receive the preference.

“Resident Veteran Preference” *In addition, the attached “Resident Veteran Preference Certification” form (Exhibit C) must filled out, signed and accompany any Bid submittal from any business wishing to receive consideration for resident veteran’s preference. A copy of the current certificate is required to receive the preference.*

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the bid.

“Responsive Bidder” or Responsive Bid means a bidder or bid, which conforms in all material, respects to the requirements set forth in the ITB. Material respects of a ITB include, but are not limited to quality, quantity or delivery requirements.

“Right to Waive Minor Irregularities” RRPS reserves the right to waive minor irregularities. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive 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.

“RRPS Board of Education” is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

“Submissions of Drawings/Literature” The submission of samples, drawings and literature to be used in the evaluation of the bid, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Bidders request and expense.

“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.

“Withdrawal of Bids” Bids may be withdrawn by written notice, email or in person by a bidder or an authorized representative any time prior to the bid due date and time. Bids requiring bid security will result in forfeiture of the security if the bid is withdrawn following the opening.

The terms **“can,” “may,” “should,” “preferably,” or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Bidder’s bid. Rejection of the bid will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

F. BACKGROUND INFORMATION

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2015, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 3 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Publish ITB	Procurement	9-11-19
2.	Issue ITB http://www.rfps.net/departments/finance	Procurement 8-12-19	9-11-19
3.	Deadline to submit written questions Issued to: michael.madrid@rfps.net	Potential Bidder	9-18-19 2:00 p.m.
5.	Issue Addenda http://www.rfps.net/departments/finance)	District	9-18-19
6.	Submission of bids	Bidders	9-24-19 2:00 p.m.
11.	Recommendation of Award to Governing Board	Procurement Manager	10-14-19
12.	Contract Negotiations	District	TBD
13.	Issue Notice of Award, prepare contract	District	TBD

B. EXPLANATION OF EVENTS

1. **Issue of ITB** - This ITB is being issued by the District in accordance with the provisions of Sections 13-1-102 NMSA 1978.
2. **Deadline to Submit Additional Questions** – Potential Bidders **may** submit additional written questions as to the intent or clarity of this ITB until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Chief Procurement Officer. Between the time of issuance of the ITB and the submission deadline, prospective Bidders are encouraged to call the Chief Procurement Officer concerning any questions about the scope of work or the ITB schedule.

Prospective Bidders are also encouraged to communicate any concerns, solicit clarification with any issue with the Director of Purchasing to the deadline of submission questions and submission of bid response. After the bid submission due date, the Bidders are not allowed any contact with the district representative.

3. **ITB Amendments/Addendum** Should an amendment/addendum to this ITB be deemed necessary between the issuance of the ITB and the bid submission deadline, it will be posted on the Procurement Website <http://www.rrps.net> > Departments > Purchasing (scroll down to Bids/RFPs). The form **must be downloaded by the bidder** signed by the Bidder's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

4. **Submission of Bids**

ALL BIDDER BIDS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE DIRECTOR OF PURCHASING OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON SEPTEMBER 24, 2019. Bids received after this deadline will not be accepted.** The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to:

Agency: Rio Rancho Public Schools
Name: Michael Madrid CPO, CPPB
Title: Director of Purchasing
Address: 500 Laser Rd., NE
Rio Rancho, NM 87124
Telephone: 505-896-0667
Email: michael.madrid@rrps.net

5. **Protest Deadline** - Any protest by a Bidder must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Bidders shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protestant and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name: Michael Madrid, CPO, CPPB
Title: Director of Purchasing
Address: Rio Rancho Public Schools
500 Laser Road, NE
Rio Rancho, NM 87124
Telephone: (505) 896-0667, Ext 51137
E-Mail: michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

6. **Incurring Cost** - Any cost incurred by the Bidder in preparation, transmittal, or presentation of any bid or material submitted in response to this ITB shall be borne solely by the Bidder.

7. **Amended Bids** – A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble bid materials.
8. **Bidder’s Rights to Withdraw Bid** - Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder’s duly authorized representative(s) addressed to the Director of Purchasing. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.
9. **Termination** - This ITB may be cancelled at any time and any and all bids may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Rio Rancho Public Schools.

RRPS may by written notice cancel contract for contractor’s default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, RRPS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to RRPS for any excess costs occasioned thereby.

If after notice of cancellation for default, RRPS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of RRPS, unless RRPS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

RRPS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. RRPS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by RRPS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

10. **Sufficient Appropriation** – Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

11. **Standard Contract** – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Successful Bidder.

12. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Bidders failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

14. **Indemnification** – Bidder agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.

15. **Conflict of Interest** – Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this bid. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by bidder for the purpose of securing business. For violation or beach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid, the bidder certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

16. **Prime Contractor Responsibility:** Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with RRPS. RRPS will make contract payments to only the prime contractor.

RRPS will consider a bid from multiple prime contractors in the form of a joint venture response to the ITB. If accepted, RRPS will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture bid. RRPS will accept no more than two (2) multiple prime contractors in a single joint venture bid.

17. **Procurement Under Existing Contracts:** In accordance with NMSA 13-1-129, bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded bidder(s). Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with obligation by Rio Rancho Public Schools.
18. **Minimum Amount:** Rio Rancho Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
19. **Insurance Requirements:** The bidder is required to carry insurance that meets the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. Bidder 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 ITB Number must appear on the Certificate of Insurance.
20. **Bidder’s Employees and Agents:** Bidder shall have complete charge and responsibility for persons employed by Bidder and engaged in the performance of the specified work. The Bidder, its agents and employees state that they are independent contractors and not employees of the District. Bidder, 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.
21. **Indemnification and Insurance:** Bidder 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 Bidder or the performance of the work by Bidder its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of RRPS. Bidder 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. Bidder 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 Bidder.

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

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

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

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

COMPENSATION INSURANCE:

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

CONTRACTOR’S PUBLIC LIABILITY INSURANCE:

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor’s or sub-subcontractor 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 July 8, 2019 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.

III. INVITATION TO BID (ITB) GENERAL REQUIREMENTS

The General Terms and Conditions on the reverse side of RRPS's purchase order are an equal and integral part of this Invitation to Bid (ITB). The terms, conditions and specifications contained in this ITB shall be incorporated into all purchase orders issued as a result of this ITB, including any addenda. RRPS reserves the right to negotiate with a successful Bidder (Contractor) provisions in addition to those stipulated in this ITB. The contents of the successful Bidder's bid submittal may be incorporated into an award agreement.

Should a Bidder object to any of the RRPS Terms and Conditions contained within this solicitation, 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 ITB, 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 terms and conditions that are NOT stated in the ITB 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 ITB 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 New Mexico local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ACCEPTANCE AND REJECTION. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the District is entitled to revoke acceptance of the goods and/or services the District may reject or revoke acceptance, require Bidder to correct without charge within a reasonable time, or require delivery at an equitable reduction in price; at the District's option. Bidder shall reimburse the District for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Bidder 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. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this ITB 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
ATTN: Michael Madrid, CPO, CPPB, Director of Purchasing
500 Laser Road NE
Rio Rancho, New Mexico 87124

3. 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 ITB. Any terms inconsistent with or in addition to the Purchase Order proposed by Bidder are deemed rejected unless agreed to in writing by an appropriate District official.

4. ASSIGNMENT. A resultant Purchase Order may be assignable by the District. Except as to any payment due hereunder, the Purchase Order may not be assignable by Bidder without the prior written approval from the District.

5. BRAND NAME OR EQUAL SPECIFICATIONS. The manufacturers part and model numbers identified within this invitation for bids are used solely to describe the items desired and to establish minimum specifications, quality and performance requirements. **Offers of equal performance will be considered** provided that complete product descriptions, specifications and literature are provided with your response. *Note, where identified, brand name specifications may be noted “to match existing equipment”. In those instances, offers of alternate products will not be considered.*

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

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

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

9. CONFLICT OF INTEREST. Bidder 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 Bidder or in the proposed transaction. A District employee (or Board member) has a direct or indirect financial interest in the Bidder or in the proposed transaction if presently or in the preceding twelve (12) months the employee/ Governing Board Member or a close relative has an ownership interest in the Bidder (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Bidder, is a partner, officer, director, trustee or consultant to the Bidder, has received grant, travel, honoraria or other similar support from the Bidder, or has a right to receive royalties from the Bidder. Bidder shall file a Conflict of Interest Disclosure form with the District Purchasing Department.

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

11. PRICE ANALYSIS/BREAKDOWN REQUIRED. A price analysis or breakdown of the bid offer may be required to be submitted with your response.

12. DISCLOSURE OF BID SUBMITTAL CONTENTS: The bid shall be publicly opened. After a contract award has been made all bid submittals and documents pertaining to the bid submittals will be open to the public, except for the material that is proprietary or confidential. The District will not disclose or make public any pages of a bid submittal on which the Bidder 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 Bidder’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 Bidder has made a written request for confidentiality, the District shall examine the Bidder’s request and make a written determination that specifies which portions of the bid submittal should be disclosed. Unless the Bidder 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.

13. 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 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.

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

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

16. 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.

17. 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 ITB except as otherwise noted in the Specifications.

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. INDEPENDENT BUSINESS. Neither Bidder nor any of its agents shall be treated as an employee of the District for any purpose whatsoever. Bidder declares that Bidder 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. Bidder further declares that it is engaged in the same or similar activities for other clients and that the District is not Bidder's sole or only client or customer.

21. INSPECTION. The District may inspect, at any reasonable time, any part of Bidder'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.

22. INSPECTIONS, BIDDER. The Bidder shall be responsible for securing at Bidder's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under this ITB.

23. INSTRUMENTALITIES. Bidder shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in the Purchase Order/Agreement.

24. NEW MATERIALS REQUIRED. All materials and equipment delivered and/or installed under this ITB 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.

25. 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.

26. PATENT AND COPYRIGHT INDEMNITY. Bidder shall indemnify, defend and hold harmless the District 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 Bidder for payment, the District 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. RELEASE RRPS GOVERNING BOARD. The Contractor shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the Governing Board of Rio Rancho Public Schools, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Contractor agrees not to purport to bind Rio Rancho Public Schools or the State of New Mexico to any obligation not assumed in the Purchase Order/Agreement by the Governing Board of Rio Rancho Public Schools or the State of New Mexico unless the Contractor has express written authority to do so, and then, only within the strict limits of that authority.

29. COMMERCIAL WARRANTY. Bidder agrees that the equipment, supplies or services furnished in response to this ITB shall be covered by the most favorable commercial warranties the vendor and manufacturer gives for such to any customer for such equipment, supplies and services. Bidder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

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

31. REGULATIONS & LICENSING: Contractor shall ensure that they are properly licensed (a copy of license is required with bid submittal) and will comply with all regulatory agency, codes, New Mexico State Health Code, Fire Code, OSHA regulations and any other regulatory agency that may have oversight to the services provided. Additionally, the contractor shall ensure compliance with RRPS Facilities requirements.

Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all occupational safety and health administration (OSHA) regulations and all State of New Mexico Environment Improvement Board Occupational Health & Safety regulations that apply to this contract.

32. OSHA REGULATIONS. The Bidder 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 ITB. The Bidder 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.

33. Basis of award: Award will be made to the lowest responsible and responsive bidder(s) who shall offer the most competitive prices for comparable services. RRPS reserves the right to make multiple awards as may be necessary to have all categories represented, or as may otherwise be in the best interest of the District.

34. 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 ITB evaluation. A non-taxable transaction certificate is available on the RRPS Purchasing Department web site: <http://finance.rrps.net> under Purchasing and Procurement.

35. 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 Bidder or on behalf of Bidder its agents or employees. Bidder 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 Bidder is not a corporation, Bidder further understands that Bidder may be liable for self-employment (Social Security) tax, to be paid by Bidder according to law.

36. 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.

SPECIFICATIONS

1. **Purpose:** RRPS invites you to bid on a procurement to provide window repair and replacement throughout the district. .
2. **Requirements and Scope of Work:** Window repairs and replacements must be done in accordance with industry standards and meet the requirements of Rio Rancho Facilities Department. Bidder shall be required to replace the damage window and replace/repair the window with the same quality and performance specification.
3. **Scheduling:** Services shall be coordinated through RRPS Facilities Maintenance Director or designee. Typical services will be performed during normal work hours. Every effort possible shall be taken to avoid or minimize disruption to daily activities at the various schools.
4. **Payment:** It shall be the responsibility of the contractor to properly document all services performed in order to ensure that payment requests are properly verified. If RRPS cannot verify satisfactory completion of work, payment of invoices for work performed may be delayed until such verification has occurred.
5. **Clean Up:** It is the Bidder'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. **Pricing:** A pricing matrix is provided as an attachment, which identifies the service locations, size of bleachers. An hourly rate for additional services is required for any unforeseen maintenance and repairs that are required as part of this procurement. It should be noted that RRPS will issue a determination on additional services that may be required on a case-by-case basis. No services outside the general scope of work shall not be allowed.

Bidder may identify additional pricing that is not referenced in the pricing matrix for consideration by RRPS.

7. **Damage and security of RRPS Property:** The bidder 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.

**WINDOW REPAIR AND REPLACEMENT
ITB No. 2020-006-FAC**

SUBMITTALS CHECKLIST

This FORM is provided to assist all bidders with submittal of all mandatory documents. The documents referenced below should be included in your bid response.

	Required Information	Yes / No	COMMENTS
	VOLUME I: PRICE PROPOSAL		
1.	Pricing (Appendix A)		
2.	Campaign Contribution Disclosure Form (Appendix B)		
2.	Resident Veterans Business Preference (Certificate Required) (Appendix C)		
3.	Resident Business Preference (Certificate Required)		
4.	Conflict of Interest and Debarment Suspension Certification Form (Appendix D)		
5.	Bidder Information & Signature Form (Appendix E)		
6.	Bidder's Licenses (Copy Attached)		
7.	Contractor's State of NM W-9 Form		
8.	Acknowledgement of Addendum(s)		
9.	Bidder's Specifications Exception Form		
10.	Certificate of Insurance		

**SPECIFICATIONS EXCEPTION FORM
TO PROVIDE BLEACHER INSPECTIONS
RIO RANCHO PUBLIC SCHOOLS**

Note: Your bid may be rejected if you do not sign and submit this page.

Bid on materials, supplies, or equipment with varying specifications may be considered by Rio Rancho Public Schools. However, in the interest of fairness and sound business practice it should not be the responsibility of RRPS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of the bid bond, if applicable or bidder may be found in default.

I do meet specifications: _____

Exceptions are as stated: _____

APPENDIX A

PRICING

HOURLY LABOR PRICING

ITEM #1 PRICE \$ _____

Qty Part / Description

1.00 27-5/8" X 63-5/8" TMP1/4CLR/CLR IG - TMP IG

UNITS 1/4 Clr over 1/4 Clr 1" O/A 12.4444SF

ITEM #2 PRICE \$ _____

1.00 35" X 57" ANE1/4CLR/TINTSC IG - ANE IG UNITS

1oa Low-e over Gray

ITEM #3 PRICE \$ _____

40-5/8" X 22-3/4" ANE1/8CLR - ANNEALED 1/8 CLEAR DS Glass

ITEM #4 PRICE \$ _____

20-1/2" X 31-3/4" TMP1/4LOW-E/1/4SOLEX - TMP IG

1/4 low-e over 1/4 solex

ITEM #5 PRICE \$ _____

35-1/4" X 23-3/4" ANE1/4LOW-E/GRN IG - ANE IG

1/4 Low-e over 1/4 Grn 1" O/A

ITEM #6 PRICE \$ _____

GLASS- 1" IGU 1/4" clear / 1/4" SN68

ITEM #7 PRICE \$ _____

37-5/8" X 40-5/8" TMP1/4CLR/LOW-E IG - TMP IG

1/4 Clr over 1/4 Low-e 1" O/A

ITEM #8 PRICE \$ _____

34" X 25-1/2" TMP1/4CLR/LOW-E IG - TMP IG

1/4 Clr over 1/4 Low-e 1;; O/A

ITEM #9

28-1/4" X 28-1/4" ANE1/8CLR/CLR IG - ANE IG
1/8 Clr over 1/8 Clr 5/8 o/a

PRICE \$ _____

ITEM #10

50-1/2" X 22-3/4" ANE1/4LOW-E/GRN IG - ANE IG
1/4 Low-e over 1/4 Grm 1" o/a

PRICE \$ _____

ITEM #11

67" X 22-3/4" ANE1/4LOW-E/GRN IG
1/4 Low-e over 1/4 Grm 1" o/a

PRICE \$ _____

ITEM #12

39-1/8" X 65-1/2" ANE1/8CLR/CLR IG - ANE IG
1/8 Clr over 1/8 Clr 1" o/a

PRICE \$ _____

ITEM #13

34-3/4" X 58-1/4" ANE1/4CLR/GRN IG - ANE IG
1/4 Clr over 1/4 Grm 1"o/a

PRICE \$ _____

ITEM #14

37" X 34" TMP1/4CLR/LOW-E IG - TMP IG UNITS
1/4 Clr over 1/4 Low-e

PRICE \$ _____

ITEM #15

85-1/4" X 34-3/8" TMP1/4CLR/LOW-E IG - TMP IG
1/4 Clr over 1/4 Low-e

PRICE \$ _____

ITEM #16

41-1/2" X 34-3/4" TMP1/4CLR/GRN IG - TMP IG
1/4 Clr over 1/4 Grm

PRICE \$ _____

ITEM #17

54-3/4" X 34-3/4" TMP1/4CLR/GRN IG
UNITS 1/4 Clr over 1/4 Grm

PRICE \$ _____

ITEM #18

37" X 34-3/8" TMP1/4CLR/LOW-E IG - TMP IG
UNITS 1/4 Clr over 1/4 Low-e

PRICE \$ _____

ITEM #19

35-3/4" X 30-3/4" TMP1/4CLR/GRN IG - TMP IG
UNITS 1/4 Clr over 1/4 Grn

PRICE \$ _____

ITEM #20

53-1/4" X 30-3/4" TMP1/4LOW-E/1/4REFBR - TMP IG
UNITS TMP IG UNITS 1/4 Low-e over

PRICE \$ _____

ITEM #21

53-1/4" X 30-3/4" TMP1/4CLR/GRN IG - TMP IG
UNITS 1/4 Clr over 1/4 Grn

PRICE \$ _____

ITEM #22

39-3/4" X 25-5/8" ANE1/4CLR/CLR IG - ANE IG
UNITS 1/4 Clr over 1/4 Clr 1"O/A

PRICE \$ _____

ITEM #23

39-3/4" X 25-5/8" ANE1/8CLR/CLR IG - ANE IG
UNITS 1/8 Clr over 1/8 Clr

PRICE \$ _____

ITEM #24

67-5/8" X 43-5/8" ANE1/4CLR/CLR IG - 1/4 Clr over 1/4 Clr 1" o/a brz spacer

PRICE \$ _____

ITEM #25

29-3/4" X 56-5/8" ANE3/16CLR - ANNEALED 3/16
CLEAR Plate Glass

PRICE \$ _____

ITEM #26

29-3/4" X 56-5/8" ANE3/16CLR - ANNEALED 3/16
CLEAR Plate Glass

PRICE \$ _____

ITEM #27

43-5/8" X 49-5/8" ANE1/8CLR/LOW-E IG - ANE IG
UNITS 1/8 Clr over 1/8 Low-e

PRICE \$ _____

ITEM #28

43-5/8" X 49-5/8" RESTINT - TINT Residential Tint

PRICE \$ _____

ITEM #29

43-5/8" X 43-5/8" ANE1/4CLR/CLR IG - ANE IG
UNITS BRZ Spacer 1oa

PRICE \$ _____

ITEM #30

23-1/2" X 21-1/2" TMP1/4CLR/CLR IG - TMP IG
UNITS 1/4 Clr over 1/4 Clr

PRICE \$ _____

ITEM #31

23-1/2" X 70-1/2" ANE1/4CLEARLAMI - ANNEALED
1/4 CLEAR LAMI

PRICE \$ _____

ITEM #32

27-5/8" X 63-5/8" TMP1/4CLR/CLR IG - TMP IG
UNITS 1/4 Clr over 1/4 Clr

PRICE \$ _____

ITEM #33

35-1/4" X 23-3/4" ANE1/4LOW-E/GRN IG - ANE IG
UNITS 1/4 Low-e over 1/4 Gm 1" O/A

PRICE \$ _____

ITEM #34

34-3/4" X 58-1/4" ANE1/4CLR/GRN IG - ANE IG
UNITS 1/4 Clr over 1/4 Gm 1" o/a

PRICE \$ _____

ITEM #35

39-1/8" X 65-1/2" ANE1/8CLR/CLR IG - ANE IG
UNITS 1/8 Clr over 1/8 Clr 1" o/a

PRICE \$ _____

ITEM #36

34" X 25-3/4" TMP1/4CLR/LOW-E IG - TMP IG UNITS 1/4 Clr over 1/4 Low-e

PRICE \$ _____

TOTAL FOR ITEMS 1-36:

\$ _____

**MATERIALS % DISCOUNT FROM
MANUFACTURE OR SUPPLIER LIST:**

% _____

HOURLY LABOR

\$ _____

ITB No. 2020-006-FAC – Window Repair and Replacement

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX 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 one box only

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

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 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.

Representative)*

(Date)

(Signature of Business

*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 =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX D

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term “Vendor” shall mean that entity submitting a bid to Rio Rancho Public Schools in response to the above referenced request for bid.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board 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 Rio Rancho Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Rio Rancho Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Rio Rancho Public School’s Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

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: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX E

BIDDER INFORMATION & SIGNATURE FORM

Date of Bid:

New Mexico State Contractor's License No.

License Classifications:

Resident Contractor's Preference Certificate No.

Veteran Resident Contractor Preference Certificate No.

Percent of preference qualified for:

_____ (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No.

Contractor's New Mexico Gross Receipts Tax No

Contractor's Federal Employee Identification No.

Proposal of (Company name):

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

ITB No. 2020-006-FAC – Window Repair and Replacement

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____

Phone: _____ Zip: _____

Fax: _____ Email: _____

Affix Corporate Seal if proposal is by Corporation)



RIO RANCHO PUBLIC SCHOOLS
CONTRACTOR OR CONTRACTOR'S EMPLOYEE CRIMINAL HISTORY
AFFIDAVIT
(To Be Used for Final Contractor Pool Only)

To the Contractor or Contractor's Employee:

Most positions with the District involve contact with our student population. You must provide the information requested below to help us evaluate your suitability to perform in this capacity. Pursuant to New Mexico statutes, contractors who reach the finalist contractor pool for employment are expected to provide us with this information. *As with the rest of this application, any misrepresentation or omission of fact may be grounds for disqualification for working on any RRPS property, regardless of when the misrepresentation or omission is discovered*

The conviction of a crime or any affirmative answer provided by you on this insert is NOT an automatic bar to being allowed to work as a contractor on RRPS property. The District will consider the nature of any conviction or alleged conduct underlying the affirmative response, the date of the alleged conduct in question, your intervening conduct, and the relationship between the offense or alleged conduct underlying the affirmative response and the position for which you are applying.

The crimes referred to in this document include but are not limited to:

- | | | | |
|---|---|---|--|
| 1. Abandonment or abuse of a child | 9. Trafficking controlled substances | 17. Indecent exposure | 26. Prostitution |
| 2. Sexual abuse of a minor | 10. Distributing controlled substances to a minor | 18. Aggravated indecent exposure | 27. Patronizing prostitutes |
| 3. Incest of a minor | 11. Deliver to a minor of drug paraphernalia | 19. Aggravated assault on a minor | 28. Promoting prostitution |
| 4. Sexual assault of a minor | 12. A dangerous crime against a child or children | 20. Murder | 29. Accepting earnings of a prostitute |
| 5. Sexual exploitation of a minor | 13. Criminal sexual contact of a minor | 21. Voluntary manslaughter | 30. D.U.I./D.W.I. |
| 6. Sexual exploitation of a minor by prostitution | 14. Molestation of a child | 22. Kidnapping | |
| 7. Contributing to the delinquency of a minor | 15. Criminal sexual penetration | 23. Arson | |
| 8. Enticement of a child | 16. Criminal sexual conduct | 24. Burglary or Robbery | |
| | | 25. Sale, delivery, display of sexually oriented material to minors | |

I, _____, being a finalist for a contractor's position through my employer who is contracted with the District, and **being duly sworn according to law**, certify that this document is a true, accurate, and full disclosure of my personal and professional background history.

SECTION A (Initial ONE of the following statements)

_____ I certify that I am not awaiting trial on, I have never been convicted of, and/or have never admitted committing, any of the offenses or similar offenses described in this document in this state, or any similar offense or offenses in any other jurisdiction, and that I have never been put on, and am not currently on, probation in this jurisdiction or any other jurisdiction.

OR

_____ I certify that the statements (see NOTE at bottom of Section B) I attach to this form give a true, accurate, and full account of any offenses described in this document that I may have committed or been charged with in this state or any other jurisdiction.

SECTION B (Please check the appropriate yes or no box for the following questions)

1.	Have you ever been convicted of a sex-related offense? Have you ever been convicted of a drug-related offense?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no
2.	Have you ever been charged with sexual abuse of another person? Have you ever been investigated for sexual abuse of another person?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no

3.	Have you ever been charged with any crime involving sexual abuse of any person or any other crime? Have you ever pled guilty or no contest (<i>nolo contendere</i>) to any crime involving sexual abuse of any person or any other crime? Have you ever been convicted of any crime involving sexual abuse of any person or any other crime?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no
4.	Have you ever been convicted of a crime, other than a minor traffic offense? Have you ever entered a plea of guilty or a plea of no contest for any crime other than a minor traffic offense? Has any court ever deferred further proceedings without entering a finding of guilty and placed you on probation or in a public service or education program for any crime other than a minor traffic offense?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no

NOTE: If you have answered yes to any of the questions above, please attach sheet(s) explaining in detail. Include the date of the charge, the court action, the offense in question, and the address of the court involved, and sign and date each sheet in the upper right corner.

I understand and agree that any opportunity to work on RRPS property as a contractor that I may receive, or have received, from my employer (who is contracted with the District) is conditioned by law upon the District's receipt of information pursuant to a fingerprint-based check of my personal and professional history. I further understand and agree that I will not be allowed to work on District property if any information contained in this affidavit is inaccurate or if any information received by the District is inconsistent with any statement made by me on this affidavit.

I authorize the District to check my criminal arrest and conviction records. In connection with any request for or provision of such information, I expressly waive any claims, including without limitation defamation, emotional distress, invasion of privacy or interference with contractual relations that I might otherwise have against the District, its agents and officials or any provider of such information.

I understand that my working as a contractor is conditional until the required background investigation is complete. I have read this authorization and release of all claims, and I expressly agree to the terms set forth herein.

Contractor's Signature Date

Printed Name Social Security Number

State of New Mexico)
)ss.
County of Sandoval)

Subscribed and sworn to before me this _____ day of _____, 2018.

My Commission Expires
(SEAL)

Notary Public

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. **(Must use Internet Explorer, Google Chrome will not access site properly).**

• 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. **Check to ensure you see ORI# NM930071Z.**

• 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	• Credit/Debit Card
At the Fingerprint Site	• Money order/cashier's check made out to 3M Cogent • NO cash • NO checks

Fingerprinting:

• Proceed to one of the authorized fingerprinting sites listed at www.cogentid.com > New Mexico > under User Information section > Fingerprint Location Map.

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

• **Once you have completed the online registration.** 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 and additional information is needed.