



REQUEST FOR PROPOSAL

FOR

JANITORIAL SERVICES

(COMMODITY CODE # 91039)

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
1931 SECOND ST. SW
ALBUQUERQUE, NM 87102
(505) 247-0234**

**PROPOSALS DUE:
APRIL 27, 2023 @ 10:00 A.M. MST**

NOTICE

**THE NEW MEXICO PROCUREMENT CODE,
SECTIONS 13-1-28 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**

SECTION I
INTRODUCTION

The Middle Rio Grande Conservancy District will be accepting sealed proposals from experienced and qualified Janitorial Contractors to provide custodial and cleaning services at the MRGCD General Office & Albuquerque Division office. It is the intent of the MRGCD to contract for said cleaning services from a qualified contractor for a term of one year with the option to extend for a period three (3) additional years, not to exceed four (4) years, at the same price, terms and conditions as stated on the original proposal. This contract will commence July 1, 2023.

B. SUMMARY SCOPE OF WORK

Proposals shall include all labor, supervision, appropriate equipment, necessary materials, and all other equipment/materials/supplies not specifically provided by the MRGCD to clean and maintain the total square footage of the building office areas, including restroom, entrances, hallways, meeting rooms, and other institutional office space in accordance with schedule outlined in this RFP. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices be provided.

The building location, total square footage and address listed below:

<u>LOCATION:</u>	<u>SQ. FOOTAGE:</u>	<u>ADDRESS:</u>
MRGCD – General Office	Approx. 13,887	1931 Second Street SW - Albuquerque
MRGCD – Albuquerque Office	Approx. 3,000	1930 Second Street SW - Albuquerque

C. PROCUREMENT MANAGER:

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Inquiries and requests made to other MRGCD staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposal.

Richard DeLoia, Procurement Manager
Middle Rio Grande Conservancy District
1931 Second Street, SW
P.O. Box 581
Albuquerque, NM 87103
(505) 247-0234
richard@mrgcd.us

D. ESCALATION CLAUSE

In the event of a cost increase, a formal escalation request can be submitted and will be reviewed on an individual basis. Please be aware, this measure is NOT intended to allow any increases in profit margin, only to compensate for an actual cost increase.

E. DEFINITION OF TERMS

Definitions that may be used in this Request for Proposal (RFP), including appropriate abbreviations.

“ACKNOWLEDGEMENT OF RECEIPT FORM” shall mean that the Potential Offeror acknowledges receiving a complete copy of the Request for Proposal beginning with the title page, and ending with the last Appendix. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

“AGREEMENT” shall mean a duly executed and legally binding contract.

“BUSINESS HOURS” means 8:00 AM through 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“CONFIDENTIAL” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45.

“CONTRACTOR” means any business with a state agency or local public body.

“CPO” means Chief Procurement Officer

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

“DAY” means calendar days unless otherwise specified.

“DESIRABLE” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“DETERMINATION” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“EVALUATION COMMITTEE” means a body appointed to perform the evaluation of Offerors Proposals. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Offeror whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.

“FINALIST” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation committee.

“HOURLY RATE” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“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 may result in the rejection of the Offerors proposal, without exception.

“MINOR TECHNICAL IRREGULARITIES” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“MRGCD” shall refer to the Middle Rio Grande Conservancy District, Albuquerque, New Mexico.

“NOTICE OF AWARD” shall mean a formal written notice by the Purchasing Department.

“OFFEROR” is any person, corporation, or partnership who chooses to submit a proposal.

“OWNER” is synonymous with the MRGCD.

“PROCUREMENT MANAGER” means the person or designee authorized by the MRGCD to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“PURCHASE ORDER” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“REQUEST FOR PROPOSAL” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“RESPONSIBLE OFFEROR” means an Offeror who submits a responsive proposal 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 or items of tangible personal property described in the proposal.

“RESPONSIVE OFFEROR” or “RESPONSIVE PROPOSAL” means an offer or proposal, which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“STATEMENT OF CONCURRENCE” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the requirement(s). This statement shall be included in Offerors proposal (E.G. “We concur”, Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

SECTION II
CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	MRGCD	April 4, 2023
2.	Deadline to submit Acknowledgement of Receipt Form	Offeror	April 11, 2023
3.	Deadline to Submit Questions	Offeror	April 14, 2023, 10:00 a.m.
4.	Written Response to Questions	MRGCD	April 17, 2023
5.	Pre-Proposal Conference and Site Visit	Offeror	April 13, 2023 10:00 a.m.
6.	Submission of Proposal	Offerors	April 27, 2023, 10:00 a.m.
7.	Proposal Evaluation, Short-listing	MRGCD	April 27-May 2, 2023
8.	Notice to Finalist(s)/Non-Finalists	MRGCD	May 2, 2023
9.	Best and Final Offers	Offeror	TBD
10.	Oral Presentations	MRGCD/Finalists	TBD
11.	Recommendation/Approval	MRGCD	May 8, 2023
12.	Notice of Award	MRGCD	May 9, 2023
13.	Protest	Offerors	15 Days after Notice of Award

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document

This RFP is issued by the MRGCD in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The MRGCD Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file.

2. Acknowledgement of Receipt Form

Potential Offerors should hand deliver, return by facsimile, e-mail, or registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document as Appendix 6 to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of

business **April 11, 2023**. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the “Acknowledgment of Receipt Form” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **10:00 a.m. on April 14 2023**. All written questions must be submitted to the Procurement Manager as described in Section I.C. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing.

4. Response to Written Questions/RFP Amendments

Written Responses to written questions will be distributed April 17, 2023 to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to www.mrgcd.com.

5. Pre-Proposal Conference and Site Visit

A Pre-proposal Conference will be held on April 13, 2023 at 10:00 a.m. Mountain Daylight Time at the Middle Rio Grande Conservancy District General Office, 1931 2nd Street SW, Albuquerque New Mexico 87102. Attendance at the pre-proposal meeting is not a prerequisite for submission of a proposal, but is highly recommended. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE, NO LATER THAN 10:00 A.M. LOCAL TIME THURSDAY, APRIL 27, 2023. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **JANITORIAL SERVICES PROPOSAL**. Proposals submitted by facsimile or any other electronic method will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP.

7. Proposal Evaluation/Short listing

The Evaluating Committee will evaluate all proposals starting **April 27th, 2023**. The Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Each responsive Offeror will be notified in writing as to their status following the short listing. A public log will be kept of the names shortlisted.

8. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing on or before **May 2, 2023** whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews.

9. Best and Final Offer

The MRGCD may be asking for a Best and Final Offer. Finalists may be asked to submit revisions to their proposals for the purpose of obtaining Best and final offers. Offers may be clarified and amended at the finalist offeror's oral presentation if need determines.

10. Oral Presentation (TBD)

Finalist offeror's may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at the MRGCD office Albuquerque, NM, and oral presentations will be limited to one (1) hour in duration.

11. Board Approval

Recommendation will be submitted to the MRGCD Board who will take action for approval and award of contract for Janitorial Services on Monday, **May 8th, 2023**. This contract shall be awarded to the offeror whose proposal is most advantageous to the district, taking into consideration the evaluation factors set forth in the RFP.

The most advantageous proposal may or may not have received the most points.

12. Notice of Award

The contract shall be awarded to the Offeror (or Offerors) whose proposal are most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject of the MRGCD Board of Directors Approval.

The Procurement Manager will notify all finalists in writing of the final award on **May 9th, 2023**.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offeror's shall begin on the day following the contract award and will end as of 4:30 p.m. Mountain Time on **May 23, 2023**. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted. The protest must be addressed and delivered to as follows:

Mr. Richard DeLoia, Procurement Manager/CPO
Middle Rio Grande Conservancy District
PO Box 581
Albuquerque, NM 87103-0581
505 247-0234
richard@mrgcd.com

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Acceptance of Conditions Governing the Procurement – Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Prime Contractor Responsibility - Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.
4. Subcontractors/Consent – The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing from the MRGCD, before any subcontractor is used during the term of this agreement.
5. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Department personnel will not collate or assemble proposal materials.
6. Right to Reject Proposal – The MRGCD reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the MRGCD to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
7. Offerors Rights to Withdraw Proposal – Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the

Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.

8. Disclosure of Proposal Contents -
 - A. Proposals will be kept confidential until negotiation and award are completed by the MRGCD. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 - B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - C. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization;
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: The price of products offered 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 an Offeror has made a written request for confidentiality, the MRGCD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation – This RFP in no manner obligates the MRGCD to the use of any Offeror's services until a valid written contract is awarded and approved.
10. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the MRGCD.
11. Sufficient Appropriation – Any Contract awarded as a result of this RFP 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 MRGCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review – The MRGCD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.
13. Governing Law - This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. Basis for Proposal – Only information supplied, in writing, by the MRGCD through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
15. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section V.
16. Offeror Qualifications - The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

17. 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 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 Evaluation Committee.
18. Change in Contractor Representatives – The MRGCD reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the MRGCD, adequately meeting the needs of the MRGCD.
 Notice of Penalties - The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
19. Agency Rights – The MRGCD in agreement with Evaluation Committee reserves the right to accept all or a portion of a potential Offeror’s proposal.
20. Ownership of Documents – All documents submitted in response to the RFP shall become property of the MRGCD.
21. Use of Electronic Versions of this RFP – This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the MRGCD the Offeror acknowledges the version maintained by the MRGCD shall govern. Please refer to www.mrgcd.com.
22. Confidentiality – Any confidential information provided to or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the MRGCD.
 The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without obtaining the MRGCD’s written authorization.
23. Costs Incurred in Responding - This solicitation does not commit the MRGCD to pay any costs incurred in the preparation, submission or oral presentation of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
24. It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. The anticipated Agreement term will be an initial one (1) year period with an option to renew for an additional three (3) years.
25. Insurance Requirements – Insurance is required of the Contractor in the limits identified in the RFP.
26. Proof of licensing – Offeror shall provide proof of license and bonding for the State of New Mexico.
27. New Mexico Preferences
 To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offeror's must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue. <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.
 - A. New Mexico Business Preference
 - B. New Mexico Resident Veterans Business Preference
 In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP

SECTION III

RESPONSE FORMAT AND ORGANIZATION:

Offeror's proposal must be clearly labeled, numbered and indexed. Electronic version of the proposal will not be acceptable.

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

Offerors shall deliver one (1) original and three (3) identical copies of their proposal. Each response for Section I Scope of Service must be individually tabbed and labeled.

C. Proposal Format

Offerors shall organize their proposals as follows:

Letter of Transmittal

Include at-least the following information:

1. Name, address and telephone number of offeror;
2. Name and telephone number of primary contact;
3. Signature of the offeror or of an officer or employee who certifies that he/she has the authority to bind offeror;
4. Date of the proposal;
5. A statement that offeror, if awarded the contract, will comply with all terms and conditions set forth in this RFP;
6. A statement that offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals.

D. Approach to Scope of Services

Detail how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the offeror is supposed to do; the description of services should allow "how" the offeror intends to perform the services.

E. Cost Proposal

For each category of services, indicate the hourly rate to be charged (if applicable)

F. Related Experience and Qualifications

Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the offeror is qualified to perform both the scope of work outlined in this RFP and the specific services contained in the description of services portion of the offeror's proposal.

G. Personnel

Identify the individuals who will be assigned to work specifically with MRGCD staff. Provide background for each of the individuals, including training, etc.

H. Criminal Background Check

Any employee assigned to work specifically at the MRGCD has passed a criminal background check. The Contractor will be responsible for payment of all security screenings. **A Statement of Concurrence required.**

I. Insurance

The Contractor shall procure and maintain during the life of this Contract insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by the insurance companies authorized to do business in the State of New Mexico and shall cover all performance whether completed by the Contractor, the Contractor's employees, or by subcontractors.

Workers Compensation	Statutory
Employers Liability	\$1,000,000
Commercial General Liability	
Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Products/Completed Operations	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Business Automobile Liability	\$1,000,000 Each Occurrence
Independent Contractors	Included
Contractual Liability	Included

J. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the MRGCD against such liability.

K. Mandatory Forms

Campaign Contribution Disclosure Form Appendix 1; Debarment and Suspension Form, Appendix 2; NM Health Employees Health Coverage Form, Appendix 4; Conflict of Interest Affidavit, Appendix 5, and Acknowledgement of Receipt Form, Appendix 6.

SECTION IV – SCOPES OF SERVICE

SCOPE OF SERVICE – GENERAL OFFICE

DAILY WORK SCHEDULE

- Empty and clean all wastebaskets and trash receptacles and replace liners as needed. Plastic liners will be furnished by the District. Carry all trash to pick up area outside.
- Empty and clean all urns from front and rear of building
- Dust and wet mop all floor surfaces and rug protectors
- Vacuum all carpeted areas, including corners
- Clean all entry door and office glass windows both sides
- Clean all glass partitions, tops and mirrors
- Dust all office furniture and fixtures, custodians shall not disturb work papers left on top of desks, only clean around open surface.
- Clean polish and disinfect all drinking fountains
- Clean all entrance door windows
- Clean entrance to building from all debris
- Clean or disinfect all doors handles

RESTROOMS - DAILY

- Clean all sinks with cleanser and disinfect, wipe clean with cloth, sponge or paper towel
- Clean and shine all chromed fixtures and pipes under sink
- Clean with cleanser and sanitize all commodes, urinals, and toilet seats top and bottom
- Clean all restroom dispensers and refill with tissues, towels, soap and air freshener (these supplies will furnished by the District)
- Empty and sanitize waste and sanitary napkin receptacles
- Sponge off restroom partitions and doors with sanitizing solution
- Clean all mirrors and metal surfaces
- Wet mop daily, restroom floors between scrubbing, with a disinfectant detergent solution, preferably with some pine sol scent. (Use clean water)
- Remove calcium and mineral deposits from urinal and commodes

LOUNGE ROOM DAILY

- Dirty Dishes: Rinse and place dishes in dishwasher, and start dishwasher. (Dishwashing Soap will be furnished by the District)
- Scrub all counter tops, ledges and tables and remove all markings with sanitizing soap, including all corners especially around the coffee maker area
- Wet mop lounge room floors daily
- Empty all wastebaskets and sanitize and replace liner securely
- Check coffee maker and make sure it is shut off
- Check and make sure outer door to patio is locked

MONTHLY DUTIES

- Vacuum all corners and edges
- Carpets; spot clean as needed
- Floors; scrub and buff
- Clean all baseboards, moldings and all picture frames
- Windows wash inside
- Polish all wood furniture, including the legs
- Clean all window sills and ledges
- Cleaning of ceilings, contractor shall remove dust and cobwebs from ceiling, grills, and Skylights.
- Dust Blinds

QUARTERLY DUTIES

- Wash Windows inside and out ‘All windows EXCLUDING (12) Board Room, (8) Reception/Lobby Area Ceiling Height Windows and (3) Window Skylights in the center section adjacent of the Conference Room
- Wax and buff all tile floors with non-slip chemical throughout the building including restrooms. All baseboards and corner of the restroom must be cleaned.
- Vacuum fabric covered chairs in all areas of the building

OPTIONAL PRICING:

Wash inside/out Ceiling High Skyline Windows – Once every 12 months
Board Room, Reception/Lobby Area & Center Section

SEMI-ANNUAL DUTIES

- Carpets, shampoo
- Office Furniture: Shampoo fabric, pre-treat for stains and deodorize
- Wash Blinds

OPTIONAL PRICING:

- a. Pre-Treat, Steam Clean and Deodorize
- b. Pre-Treat, Hot Water Extraction Cleaning and Deodorize

It shall also understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided.

SECURITY

The Contractor shall be responsible for maintaining the security of the building.

- Only individual assigned to this job will be authorized in the building
- Turn off lights upon completion of cleaning operations
- Prior to leaving the building each night, the Contractor shall check to see that all outside doors are locked and that the building is secure and arm Alarm
- Emergency phone numbers will be provided to the Contractor
- Notices and schedules of meetings will be provided by the MRGCD

SUPPLIES FURNISHED BY MRGCD

- Toilet paper
- Trash can liners
- Paper towels
- Hand soap
- Dishwashing soap
-

STORAGE FACILITY (JANITORIAL ROOM)

- Clean janitorial room, throw empty boxes and keep in good order at all times.
- Contractor is responsible to store in cabinet all district supplies such as toilet tissue, paper towels, hand soap, plastic liners and aerosol spray deodorizers.
- It shall be important and the responsibility of the Contractor to ensure that utility closet and storage area be kept clean, organized and odor free. All mops and buckets must be left clean and mop water to be dumped and not left standing.

Attach with your proposal recommendation of any additional duties that may be required but not included in the RFP, including cost if applicable.

SCOPE OF SERVICE – ALBUQUERQUE DIVISION

WORK SCHEDULE – TUESDAY AND FRIDAY WEEKLY ONLY

- Empty and clean all wastebaskets and trash receptacles and replace liners as needed. Plastic liners will be furnished by the District. Carry all trash to pick up area outside.
- Dust and wet mop all floor surfaces and rug protectors
- Vacuum all carpeted areas, including corners
- Clean all entry door and office glass windows both sides
- Clean all glass partitions, tops and mirrors
- Dust all office furniture and fixtures, custodians shall not disturb work papers left on top of desks, only clean around open surface.
- Clean polish and disinfect all drinking fountains
- Clean all entrance door windows
- Clean entrance to building from all debris
- Clean or disinfect all doors handles

RESTROOMS - TUESDAY AND FRIDAY WEEKLY ONLY

- Clean all sinks with cleanser and disinfect, wipe clean with cloth, sponge or paper towel
- Clean and shine all chromed fixtures and pipes under sink
- Clean with cleanser and sanitize all commodes, urinals, and toilet seats top and bottom
- Clean all restroom dispensers and refill with tissues, towels, soap and air freshener (these supplies will furnished by the District)
- Empty and sanitize waste and sanitary napkin receptacles
- Sponge off restroom partitions and doors with sanitizing solution
- Clean all mirrors and metal surfaces
- Wet mop daily, restroom floors between scrubbing, with a disinfectant detergent solution, preferably with some pine sol scent. (Use clean water)
- Remove calcium and mineral deposits from urinal and commodes

SECURITY

The Contractor shall be responsible for maintaining the security of the building.

- Only individual assigned to this job will be authorized in the building
- Turn off lights upon completion of cleaning operations
- Prior to leaving the building each night, the Contractor shall check to see that all outside doors are locked and that the building is secure
- Emergency phone numbers will be provided to the Contractor

SUPPLIES FURNISHED BY MRGCD

- Toilet paper
- Trash can liners
- Paper towels
- Hand soap
- Dishwashing soap
-

STORAGE FACILITY (JANITORIAL ROOM)

- Clean janitorial room, throw empty boxes and keep in good order at all times.
- Contractor is responsible to store in cabinet all district supplies such as toilet tissue, paper towels, hand soap, plastic liners and aerosol spray deodorizers.
- It shall be important and the responsibility of the Contractor to ensure that utility closet and storage area be kept clean, organized and odor free. All mops and buckets must be left clean and mop water to be dumped and not left standing.

SECTION V

EVALUATION CRITERIA

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals

FACTORS	POINTS
a. General Requirements, Experience and Qualifications	30
b. Past Performance	20
c. Quality Assurance / Customer Service	30
d. Cost Response	30
e. Oral Presentations – TBD if needed	10
TOTAL SCORE	120
f. Supplementary Information	0
g. Conflict of Interest Affidavit, Mandatory Forms, NM Employees Health Coverage Form, Pay Equity Statement of Concurrence, and Acknowledgement of Receipt Form	MANDATORY

Describe how the services will be provided or what tasks will be performed in response to the Evaluation Criteria and the Scope of Work. The scope of work indicates "what" the offeror is supposed to do; the description of services should allow "how" the offeror intends to perform the services.

Discuss prior experience and qualifications related to accomplishing the scope of work contained in Section IV.

A. General Requirements, Experience and Qualification:

Detail the experience and qualifications of your company, which you consider relevant to your ability to successfully manage a contract for the services defined in this RFP. Include all supporting documentation authorizing to do business in the State of New Mexico. Also provide a detailed statement of your understanding and acceptance or non-acceptance of the General Requirements in this RFP.

B. Past Performance:

Please list any contracts and contact information that you have had with a governmental agency along with three (3) private companies

C. Quality Assurance / Customer Service:

Describe your Quality Assurance and Customer Service program(s).

- Quality Assurance – Describe how you verify how your staff is adequately performing the work as outlined.
- Customer’s Security – Describe a plan for overall customer security (1.e. employee background check, etc.)
- Customer Service – Describe a process for responding to customer complaints and verifying customer satisfaction

D. Cost Response:

E. Oral Presentation by Finalists TBD:

Finalist offeror's may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held at the MRGCD office Albuquerque, NM, and oral/visual presentations will be limited to one (1) hour in duration.

F. Mandatory

1. Campaign Contribution Disclosure Form, Debarment and Suspension Form, NM Employees Health Coverage Form, Conflict of Interest Affidavit, and Acknowledgement of Receipt Form.

PROPOSAL PRICING FORMAT

GENERAL OFFICE

- 1. ALL DAILY / MONTHLY TASKS \$ _____

- 2. ALL QUARTERLY TASKS \$ _____

- 3. ALL SEMI-ANNUAL TASKS \$ _____

- *TOTAL MONTHLY COST FOR ALL TASKS
GENERAL OFFICE*** \$ _____

**** OPTIONAL PRICING**

- 5. **SKYLINE WINDOWS INSIDE AND OUT, – ONCE ANNUALLY**
(Board Room, Reception/Lobby Area & Center Section) \$ _____

- 6. **CARPETS**
 - a. Pre-Treat, Steam Clean and Deodorize \$ _____
 - b. Pre-Treat, Hot Water Extraction Cleaning & Deodorizing \$ _____

- 5. **HOURS REQUIRED PER WEEK:** _____ **Hours**

- 6. **GROSS RECEIPT TAX** _____ **%**

ALBUQUERQUE DIVISION

- 1. ALL WEEKLY TASKS \$ _____

- TOTAL MONTHLY COST FOR ALL WEEKLY TASKS** \$ _____

- 5. **HOURS REQUIRED PER WEEK:** _____ **Hours**

- 6. **GROSS RECEIPT TAX** _____ **%**

City License Number (Attach Copy):

N.M. Business License Number (Attach Copy):

Insured and Bonded (Attach Copies of each document):

_____ **Yes** _____ **No**
(CHECK ONE)

Company Name:

Address:

Zip Code

Submitted By:

Signature

Print Name

Title:

Date:

**PLEASE LIST ANY OTHER SERVICES THAT WOULD INVOLVE EXTRA CHARGES AND
PROVIDE THE DETAIL OF THE SERVICE**

SERVICE	EXTRA CHARGE
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**NOTICE
TO ALL OFFERORS**

THIS IS A REMINDER THAT THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY PROPOSALS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR PROPOSALS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE PROPOSAL.

APPENDIX 1

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, which 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 either 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.

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

“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.

“Name(s) of Applicable MRGCD Public Official(s)”

(Karen Dunning, John Kelly, Joaquin Baca, Glen Duggins, Barbara Baca, Stephanie Russo Baca and Michael T. Sandoval)

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable MRGCD 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 2
SUSPENSION AND DEBARMENT REQUIREMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bids a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.

The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFP. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to a Bidder if the requested exception is not granted for the Bidder.

(a)(1) By signing and submitting a bid in response to this RFP, the Bidder certifies, to the best of its knowledge and belief, that:

(i) The Bidder and/or any of its Principals-

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

- (B) Have have not , within a three-year period preceding the date of the Bidder's bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have have not within a three-year period preceding the date of Bidder's bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX 3

RESIDENT BUSINESS AND/OR RESIDENT VETERANS / NATIVE AMERICAN RESIDENT BUSINESS CERTIFICATION

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Consultant must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / Native American Resident Business to receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, issued by the taxation and revenue department. Qualifications for preference stated in 13-1-22.

- Resident Business Certificate

- Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION
(Copy of Certificate to be included)

Consultant's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

**RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS
CERTIFICATION**

Consultant's Company Name: _____

Resident Veterans/Native American Business Certificate Number: _____

Consultant must include copy of Resident Veteran's Business Certificate with their proposal.

Consultant's submitting a Resident Veteran's Business Certificate must also complete the following certification of prior year's revenue.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this 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 \$5M 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 NM General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31st the following to be a true and accurate

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such 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 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 statement 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 award of the procurement involved if the statements are proven to be incorrect.

APPENDIX 4

NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____ Date: _____

APPENDIX 5

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD, addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Consultant or Sub consultant warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the procurement manager of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: _____

By: _____
(Authorized Representative)

APPENDIX 6

NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: _____ Date: _____



ACKNOWLEDGEMENT OF RECEIPT FORM

**I ACKNOWLEDGE RECEIPT OF THIS RFP FOR
JANITORIAL SERVICES**

The undersigned agrees that he/she has received:

- 1. Complete RFP copy
- 2. Amendment No. _____

Please complete the Acknowledgement of Receipt Form and return to the MRGCD. It is ultimately your responsibility to check and acknowledge all amendments and addendums if applicable.

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Bid/Proposal.

Firm Does / Does Not intend to respond to this Request for Proposal
(Please Circle One)