



RFP COMPLIANCE DECLARATION

RFP Title: Janitorial Services Price Agreement (SCSWA)

RFP Number: 08-09-601

RFP Due Date/Time: April 7, 2009 @ 4:00 P.M.

The undersigned offers and agrees to provide the proposed services and/or materials at the agreed upon cost to the City of Las Cruces, on behalf of South Central Solid Waste Authority (SCSWA) in compliance with the requirements of the above referenced RFP.

By responding to this RFP, it is further certified that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos. _____ is hereby acknowledged.

(Where none received, place the figure (0) zero in this space.)

Company Name and Address

_____	_____
	Authorized signature
_____	_____
	Typed or Printed Name
_____	_____
	Title

Please Complete the Following if Available:

Telephone number _____ Fax Number _____

E-Mail Address _____ State of Incorporation _____

Federal I.D. number _____ Las Cruces Business License _____

NM In-State Bidder's Number _____ New Mexico CRS number _____

City Of Las Cruces Purchasing Section, on behalf of SCSWA
P.O. Box 20000
Las Cruces, New Mexico 88004-9002
Phone: (575) 541-2525 Fax: (575) 541-2515

**CITY OF LAS CRUCES, ON BEHALF OF SOUTH CENTRAL SOLID WASTE
AUTHORITY (SCSWA) REQUEST FOR PROPOSAL**

RFP TITLE: JANITORIAL SERVICES PRICE AGREEMENT (SCSWA)
RFP NO: 08-09-601
DUE DATE/TIME: April 7, 2009 @ 4:00p.m.

I. GENERAL: The City of Las Cruces, on behalf of South Central Solid Waste Authority (SCSWA) is soliciting proposals to enter into a price agreement for janitorial services. The agreement as a result of this Request for Proposal (RFP) will be for a base period of one year from the date of award. At the discretion of the City and under mutual agreement providing the price, terms and conditions remain the same, the City, on behalf of SCSWA may renew this contract for an additional four (4) one (1)-year periods. It is the City’s intent to enter into a contract with one firm.

Responses to this solicitation must be received by the due date at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A, “General Conditions of Proposing” plus Chapter 24 of the City’s Municipal Code incorporated herein by reference.

II. CONDITIONS AND NOTICE TO PROPOSERS: Inquiries and Related Addenda: Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.

A. Requests for information must be submitted in writing one week prior to opening date and are to be faxed to the Purchasing Manager at 575-541-2515 or e-mailed to tdelferraro@las-cruces.org.

B. Responses will be compiled and answered in the form of an addendum and will be forwarded to all who are known by the Purchasing Manager to have expressed an interest in providing the needed services.

Proposals will be submitted to the City’s Purchasing Department at the following address:

Mail to:
City of Las Cruces
ATTN: Purchasing Dept/Bid Clerk
PO Box 20000
Las Cruces, NM 88004

Deliver to:
City of Las Cruces
ATTN: Purchasing Dept/Bid Clerk
1501 E. Hadley Ave.
Las Cruces, NM 88001

III. SCOPE OF SERVICES: The City requires janitorial services for three (3) SCSWA buildings at a fixed monthly rate.

The items listed are to include but is not limited to the following:

1. General office cleaning
2. Original site cleanups
3. Carpet cleaning and extraction
4. Window dusting and cleaning
5. Additional services as needed
- 6.

See Attachments “A, B and C” for break down including locations, hours of operation, square footage, and schedule of tasks.

The contractor will but is not limited to the following:

7. Perform all duties in compliance with all current Federal, State, EPA, OSHA, City and SCSWA law and safety regulations.
8. Furnish all cleaning supplies and ensure supplies shall be of commercial grade (for example: Hillyard, Regal, etc). No over the counter cleaning products shall be allowed.
9. Abide by the **SPECIAL CONDITIONS** (See section V).
10. Provide local background checks for all personnel and janitorial staff prior to contract award and for any new hires thereafter.
11. Provide a copy of the material safety data sheets to the SCSWA Project Manager prior to the use of custodial cleaning supplies.
12. Provide monthly itemized invoices to include the following information: price agreement number, dates of service, building name, cost per building, NM gross receipts tax, any other applicable charges and total.

Attachment “D” is a sample of the contract that the awarded contractor will be required to sign; any requested modifications or exceptions to this contract must be addressed in the proposal.

IV. SPECIAL CONDITIONS:

Contractor and employees shall:

1. Remain busy at all times while on the premises.
2. Provide custodial employees that do not require immediate supervision.
3. Abide by all SCSWA rules and regulations and any additional rules and regulations set forth by the SCSWA in writing for this project
4. Not remove any article or material from the premises, regardless of the value or regardless of any employee's permission; including the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by SCSWA.
5. Not to disturb any personal property, paper, boxes, or other materials except as shall be in trash receptacles, designated areas for trash, or properly identified as trash;

6. During working hours, no children, relatives, friends, spouses, pets or non-contractor employees are allowed on SCSWA premises, except if they have business with the SCSWA.
7. All custodial personnel will be required to sign a log sheet upon arrival to work site, sign out after shift is complete, and immediately leave the premises after shift is complete.
8. Shall complete, sign, and date a log sheet to attest tasks were done. (Provided by SCSWA)
9. Shall not engage in unnecessary conversation with SCSWA employees or visitors in the building and shall not loiter in any areas where cleaning is complete.
10. Shall refrain from using SCSWA telephones and other equipment.
11. Promote a safe environment by keeping all hallways, isles and common areas free of ladders, mop buckets, litter containers and other custodial supplies and equipment.
12. Provide and place proper signs to indicate "Wet Floors" or other similar hazards to assure the safety of building guests and staff.
13. Meet with the Project Manager upon request, to review the Contractor's performance.

Cleaning Agent Details:

1. Contractor shall never use a washing solution stronger than necessary to perform the job.
2. Washing solutions shall only be applied long enough to loosen dirt or soil.
3. Solutions shall not be spilled on surfaces not to be cleaned.
4. All surfaces shall be rinsed with clear water.
5. Steel wool, scouring powders and abrasives shall only be used when absolutely necessary. Abrasives shall not be used on glass surfaces.
6. All cleaning chemicals and materials shall be commercial grade (Example: Hillyard, Regal).

V. PROPOSAL CONTENT:

A. Technical Proposal: The Technical proposal shall include the following items and in the sequence presented:

1. Name, address and telephone number of the principal member/officer of the firm responsible for administration of the contract.
2. Name and contact phone number of person responsible for ensuring delivery of services.
3. Company qualifications and experience related to the performance of this contract.
4. Names, addresses and telephone numbers and point of contact of current or previous clients for which your company provided similar services as detailed in this RFP. A minimum of three, not including the City is required. These companies will be contacted as references.

5. Typical description and methodology of all work proposed to be performed, including the technical approach, operation/management approach (if applicable), major tasks to be accomplished, and a detailed statement of services to be provided under each task.
6. Advise if subcontractors will be used in the performance of the Scope of Services.

B. Cost Proposal Content: Cost will be used as an evaluation factor and should be addressed in the proposal as a separate section titled COST PROPOSAL. Any additional reimbursable services/products to be incurred by SCSWA and charged by the contractor should be identified. The costs are to be detailed as follows:

1. Itemize the services to be provided in the Scope of Services (IV).
2. Provide the following fee schedules per location:
 - a. Monthly
 - b. Weekly
 - c. Daily
3. All other associated costs.

C. Insurance: General Commercial Liability Insurance in the amount of \$1,000,000.00 is required prior to award of this contract.

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. \$1,000,000 (One Million Dollars) General Liability Insurance with the SCSWA named as an additional named insured with the same coverage as the CONTRACTOR.
2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. \$1,000,000 (One Million Dollars) Vehicle Liability Insurance.
4. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
5. The Contractor, or the Contractor on behalf of itself and any subcontractor, agrees to comply with State laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately. The Contractor shall provide a \$1,000,000.00 certificate of worker's compensation insurance prior to award of contract.
6. The CONTRACTOR must immediately notify the SCSWA if insurance is canceled or not renewed.

CONTRACTOR shall furnish the SCSWA with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The

CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the SCSWA thirty (30) days written notification of cancellation of such policies.

VI. PROPOSAL EVALUATION AND SELECTION:

A. PROPOSAL EVALUATION:

A selection committee will evaluate the proposal(s) based on the following weighted criteria:

1. Cost	40%
2. Capacity and capability of the firm to perform the project in a timely manner	20%
3. Experience	20%
4. Approach to providing services	15%
5. Clarity of Proposal	<u>5%</u>
	TOTAL 100%

Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the City’s Purchasing Department, on behalf of SCSWA for review and approval. Contract(s) will have been negotiated prior to the committee’s recommendation and may follow the format of the contract enclosed herein.

B. INTERVIEWS: The City, on behalf of SCSWA may hold interviews and negotiate the contents of the proposal if it deems necessary.

ATTACHMENT A

SCSWA- TRANSFER STATION 2865 W. AMADOR Mon-Fri: After 5 p.m. Sat: After 4 p.m.

Task	Occurrence													
	Semi-Weekly						Weekly						Monthly	3x/Year
	M	T	W	Th	F	Sat	M	T	W	Th	F	Sat		
4,161 FT. (est.)														
Vacuum:														
Conference Room Carpet									X					
Director's Office									X					
Sweep Floors:														
Hallways			X			X								
Lobby			X			X								
All Open Offices			X			X								
Break-Room			X			X								
Mop Floors:														
Hallways			X			X								
Lobby			X			X								
All Open Offices			X			X								
Break-Room			X			X								
Carpet Cleaning:														
Conference Room													X	
Director's Office													X	
Clean Restrooms:														
Toilets			X			X								
Urinals			X			X								
Sinks			X			X								
Floors			X			X								
Polish Mirrors			X			X								
Dusting:														
Mini-Blinds									X					
Window Seals									X					
Desk (w/out moving items)									X					
Mini-Blinds														
Trash Receptacles:														
Empty			X			X								
Replace Bags			X			X								
Top-to-Bottom Cleaning:														
Strip & Wax Floors														X
Wash Windows														X
Clean Walls														X

* Transfer Station space made up of the following: Four (4) offices (one carpeted), one (1) break-room, One (1) Conference Room (carpeted), two (2) restrooms, reception area, hallway and observation area

ATTACHMENT B

South Central Solid Waste Authority- SCALE HOUSE 2865 W. AMADOR (189 sq. feet approx.)

Mon-Fri: After 5 p.m. Sat: After 4 p.m.

Task		Occurrence													
		Semi-Weekly						Weekly					Monthly		
		M	T	W	Th	F	Sat	M	T	W	Th	F			
Sweep Floors:															
	All Floor Areas			X			X								
Mop Floors:															
	All Floor Areas			X			X								
Clean Restrooms:															
	Toilet			X			X								
	Sink			X			X								
	Floor			X			X								
	Polish Mirror			X			X								
Dusting:															
	Mini-Blinds										X				
	Window Seals										X				
	Desk Area (w/out moving items)										X				
Trash Receptacles:															
	Empty			X			X								
	Replace Bags			X			X								

* Scale-House made up of the following:

- Work Area
- One (1) Restroom
- Kitchenette

ATTACHMENT C

**South Central Solid Waste Authority- CORRALITOS OFFICE 14535 ROBERT
LARSON BLVD. (891 sq. ft. approx.)**

Mon-Fri: 7:00 a.m.- 3:30 p.m. No weekends					
Task		Occurrence			
		<i>Semi-Weekly</i>	<i>Weekly</i>	<i>Monthly</i>	
Sweep Floors:					
	All Open Offices		X		
	Break-Room		X		
Mop Floors:					
	All Open Offices		X		
	Break-Room		X		
Clean Restrooms:					
	Toilets		X		
	Urinals		X		
	Sinks		X		
	Floors		X		
	Polish Mirrors		X		
Dusting:					
	Mini-Blinds		X		
	Window Seals		X		
	Desk (w/out moving items)		X		
Trash Receptacles:					
	Empty		X		
	Replace Bags		X		

* Landfill Office space made up of the following: One(1) office (tile flooring), One (1) Break-room (tile flooring) and One (1) Restroom (tile flooring)

**ATTACHMENT "D" CONTRACT SAMPLE
CITY OF LAS CRUCES - SERVICE AGREEMENT FOR**

THIS AGREEMENT, made and entered into on this **Xth** day of **XX 2009** (although may be signed on a different date), by and between the City, on behalf of South Central Solid Waste , hereinafter called "SCSWA" and **XX XX**, herein-after called the "Contractor".

1. SCOPE OF WORK: A price agreement for janitorial services in accordance with the scope of work outlined in **RFP 08-09-601**.

2. TERM: The term of the Agreement shall be for a base period of one year and at the discretion of the City, on behalf of SCSWA and under mutual agreement providing the price, terms and conditions remain the same, the City, on behalf of SCSWA may renew this contract for an additional four (4) one (1)-year periods.

3. COMPENSATION: The City, on behalf of SCSWA shall compensate CONTRACTOR for the performance of SERVICE under this Agreement in the amount of \$ _____, **excluding NMGR**T.

CONTRACTOR will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this contract.

CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

4. CHANGES AND EXTRA SERVICES: SCSWA may make changes within the general scope of this Agreement. If CONTRACTOR is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify the SCSWA of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly.

CONTRACTOR may initiate such notification upon identifying a condition, which may change the SERVICE agreed to on the effective date of this Agreement.

That party of the other party's written notification of a proposed change must provide any such notification within five (5) days from the date of receipt. In the event that the parties hereto as to a particular change cannot reach agreement, the issue shall be resolved pursuant to Article 17.

The SCSWA may request CONTRACTOR to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and CONTRACTOR shall perform such extra services and will be compensated for such extra services when they are reduced to writing, mutually agreed to, and signed by the parties hereto amending this Agreement accordingly.

The SCSWA shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment.

5. SCHEDULE: CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the SCSWA and Contractor in the **terms (item 2)**. CONTRACTOR will initiate services following SCSWA Council acceptance of the proposal and with approval of Project Manager.

6. DELAYS: CONTRACTOR shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the SCSWA. The SCSWA cannot authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. CONTRACTOR shall provide the SCSWA with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The SCSWA will make the final determination as to reasonableness of delays.

7. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES: All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the SCSWA will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the SCSWA's prior written consent unless required by lawful order.

8. SCOPE OF AGREEMENT: That this Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

9. INDEPENDENT CONTRACTOR: CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the SCSWA. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the SCSWA by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the SCSWA.

CONTRACTOR's retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Contract.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the SCSWA. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the SCSWA. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the SCSWA, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

10. DEVOTION OF ADEQUATE TIME: CONTRACTOR will devote the necessary hours each week to the performance of such projects that are required by the SCSWA and it will serve the SCSWA diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the SCSWA.

11. INSURANCE: CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

7. \$1,000,000 (One Million Dollars) General Liability Insurance with the SCSWA named as an additional named insured with the same coverage as the CONTRACTOR.
8. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
9. \$1,000,000 (One Million Dollars) Vehicle Liability Insurance.
10. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
11. The Contractor, or the Contractor on behalf of itself and any subcontractor, agrees to comply with State laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately. The Contractor shall provide a \$1,000,000.00 certificate of worker's compensation insurance prior to award of contract.
12. The CONTRACTOR must immediately notify the SCSWA if insurance is canceled or not renewed.

CONTRACTOR shall furnish the SCSWA with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The

CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the SCSWA thirty (30) days written notification of cancellation of such policies.

12. INDEMNITY AND LIMITATION: CONTRACTOR shall indemnify, defend, and hold harmless the SCSWA from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance under this agreement.

13. NO JOINT VENTURE OR PARTNERSHIP: Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and SCSWA. Except as otherwise specifically set forth herein, neither CONTRACTOR nor SCSWA shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

14. EXTENSIONS, CHANGES, AND AMENDMENTS: This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by both parties to this Agreement.

15. TERMINATION: This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the SCSWA for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the SCSWA, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the SCSWA deliver to the SCSWA the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

16. BREACH: In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the SCSWA shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the SCSWA, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR's breach and recover any and all costs and expenses in so doing from CONTRACTOR.

17. DISPUTE RESOLUTION: In the event that a dispute arises between SCSWA and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

18. ASSIGNMENT: CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the SCSWA.

19. RECORDS AND AUDITS: CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The SCSWA has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the SCSWA's right to recover excessive or illegal payments.

20. APPROPRIATIONS: The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the SCSWA for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the SCSWA Council, this Agreement shall terminate upon written notice given by the SCSWA to the CONTRACTOR. The SCSWA's decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

21. APPLICABLE LAW: CONTRACTOR shall abide and be governed by all applicable state law, SCSWA ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

22. NOTIFICATION: All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO: SOUTH CENTRAL SOLID WASTE AUTHORITY
ATTN: P. PECK
2865 W. AMADOR
LAS CRUCES, NM 88005

With Copies to: CITY OF LAS CRUCES PURCHASING DEPT.
ATTN: T. D. Del Ferraro
P.O. Box 20000, Las Cruces, NM 88004

TO CONTRACTOR: Company Name
ATTN:
Address

City, State, Zip Code

_____ Company

By: _____

By: _____

Principal

PATRICK PECK, SCSWA DIRECTOR

Date: _____

Date: _____

LOCAL PREFERENCE CERTIFICATION FORM

Bid/Proposal No. _____

Business Name: _____

Business Location: (Must be within Las Cruces City limits)

Address: _____

City: _____

Zip Code: _____

Current City of Las Cruces Business Registration number: _____

Expiration date: _____

Business Type:

- _____ Corporation – Indicate state of incorporation: State: _____
- _____ Partnership – Indicate “general” or “limited”: _____
- _____ Sole Proprietorship
- _____ Individual

Basis for Preference: (CHECK ONE ONLY)

- Ten (10) or more of the business’ employees are residents of the City or 25% or more of the business’ employees are residents of the City, whichever is greater.
- The business is a corporation with 25% of its employees being residents of the City.
- The business is a partnership with residents of the City owning a majority beneficial interest in the partnership.
- The business is a sole proprietorship owned by a resident of the City.

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ **Title:** _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER IF REQUESTING PREFERENCE

**NEW MEXICO
IN-STATE PREFERENCE CERTIFICATION FORM**

Bid/Proposal No. _____

Business Name: _____

Business Location:

Address: _____

City: _____

Zip Code: _____

Current State of New Mexico Preference Certification Number: _____

Business Certification number: _____

Manufacture Certification number: _____

Contractor Certification number: _____

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ **Title:** _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER IF REQUESTING PREFERENCE

**SCHEDULE A
CITY OF LAS CRUCES
GENERAL CONDITIONS FOR RFP RESPONSES**

1. Proponents are advised that this solicitation for proposals is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.

2. Inquiries and Related Addenda:

Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

A. Inquiries may be mailed or hand delivered to the address stated on Section 4. below, emailed to tdelferraro@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:

1) All transmissions should include a cover sheet.

2) Cover sheet shall contain:

a. The RFP number.

b. Opening Date and Time of the RFP

c. Proponent name, contact person, phone number, and return fax number.

B. No inquiries will be answered by telephone including the results of this solicitation. As such, verbal responses to inquiries are not binding.

C. Inquiries will be compiled and responded to via written addendum issued before the due date/time.

D. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

E. In the event addendum is received by a proponent after its proposal is submitted and forces a change to its proposal, the proponent must submit a revised proposal that is clearly marked as a revised proposal.

F. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

3. Proposal Format Requirements:

A. Limit response to a maximum of 15 pages, including title, index, transmittal letter, etc. and printed on one side only.

B. All pages must be numbered and typed in no less than 12 points per inch on one side only.

C. Must be bound on left hand margin, not single stapled on top left corner.

D. Include the RFP COMPLIANCE DECLARATION page completed and signed with each copy of technical proposal. This page will not be counted within the maximum page requirement stated above. FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO REJECTION.

1) If applicable, respondents should provide business, tax, etc., registration numbers on RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.

E. Include six (6) copies of the technical proposal, unless otherwise specified in the RFP marked as TECHNICAL PROPOSAL and clearly showing the RFP number and proponent name. Include the

cost in a section titled *COST PROPOSAL*. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

- F. Enclose envelopes in one shipping container to be mailed or delivered to the Purchasing Department. Cover envelope or shipping container should be marked as stated in Number 2, a., 2, a) & b), above plus have the respondent's return address prominently marked for identification.
- G. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
- H. No other materials are to be submitted, unless specifically requested in proposal.

4. Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
P.O. Box 20000
Las Cruces, NM 88004

If Hand Delivered (FedEx; UPS, etc):

City of Las Cruces
ATTN: Purchasing Department/Bid Clerk
1501 E. Hadley
Las Cruces, NM 88001

- A. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days, and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
- B. Proposals delivered after the closing date and time will not be accepted and will be returned unopened,
- C. Faxed proposals will not be accepted.

5. The City of Las Cruces reserves the sole right to:

- A. Determine responsible respondents and responsive proposals.
- B. Determine and waive minor technicalities in the RFP's from requirements not affecting price, quality, quantity of items, or services sought.
- C. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- D. Reject any or all responses/proposals and terminate the RFP process.

6. Law Application:

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

7. Award:

- A. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- B. Whenever proposals are reviewed by the City Selection Advisory Committee (SAC) and upon request by the proponent, a summary of the results is mailed to the proponent(s), after award recommendation is finalized.
- C. Successful proponent will receive notice of award via a purchase order or will be contacted to coordinate contract.

SCHEDULE B

PROPOSAL SCORING AND EVALUATION INFORMATION

SCORING CRITERIA

Each member shall rate each proposal on each criterion by scoring proposals according to the following standards:

5	=	Excellent
4	=	Exceeds Acceptable
3	=	Acceptable
2	=	Marginal
1	=	Poor
0	=	Unresponsive

I. PHASE I EVALUATION

Utilizing only the materials provided by the Purchasing Section, and only the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This will entail multiplying the score determined by the member for each criterion by the weights listed on the form and totaling the scores for each respondent. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Purchasing Section.

At the committee meeting, the Purchasing staff member will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing staff member who, after compiling and totaling all scores, will discard the highest and lowest score for each respondent and re-calculate a total of the remaining scores which establishes a PHASE I score for each respondent. Based upon the results of PHASE I scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if:

1. The estimated cost for the required services exceeds \$100,000.00, or,
2. If construction is part of the project, the construction cost exceeds \$1,000,000.00, or,
3. A majority of the members present at the meeting determine interviews are in the best interest of the City.

Should the committee elect to conduct interviews respondents scoring within ten (10) percent of the highest scoring respondent will be interviewed. If there are less than three (3) respondents in the top ten (10%) percent, then the top three respondents regardless of the relative scores, will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

The PHASE I point total will be the basis for considering respondents.

I. AWARD RECOMMENDATION

- A. The committee will base its award recommendation on the highest score resulting from PHASE I.

NOTE: The terms "consultant", "respondent", "vendor", "contractor", and "proponent" are used interchangeably in Schedules A and B.