



SAN JUAN COLLEGE
4601 COLLEGE BOULEVARD
FARMINGTON, NM 87402

Janitorial Services
RFP # 560

PROPOSAL OPENING DATE
August 17, 2005
2:00 P.M.

Table of Contents

Section	Page
Acknowledgment of Receipt Form	1
Request for Proposals - Submittal	2
Notice to Offerors	3
General Conditions	4
A. Background Information	5
I. Description of the Project	5
II. Scope of Services	5
III. Qualifications of Offerors	6
IV. References/Client List	6
V. Proposal Schedule	7
VI. Information Provided by College	7
VII. Inspection Reports	7
B. Proposal Process	8
I. Introduction	8
II. Schedule	8
III. Due Date	8
IV. Number of Copies	9
V. Inquiries	9
VI. Signing of Proposals and Authorization to Negotiate	9
VII. Period of Acceptance	10
VIII. Binding Offers	10
IX. Subcontracts and Other Contractual Arrangements	10
X. Independence of the Offeror	10
XI. Laws and Regulations	11
XII. Confidentiality	11
XIII. Prohibited Contacts	11
XIV. Bribery and Kickbacks	12
XV. Protest Deadline	12
XVI. Cost Proposal	12
XVII. Pricing	12
XVIII. Conflict of Interest	14
XVIII. Payments	14
XX. Insurance Requirements	15
XXI. Licenses	17
XXII. Agreement	17
C. Proposal Format Requirements	18
I. General Format for Proposals	18
II. Organization of Materials	18
III. Contents of Proposal	18
D. Evaluation	20
I. Criteria for Award	20
Proposal Schedule	21
Exhibit A - Janitorial Services	Attached
Exhibit B - Facility Contacts	Attached
Exhibit C - Draft Agreement	Attached
Offeror's Estimate of Taxes	Attached
Certificate of Insurance	Attached

**Janitorial Services
RFP # 560
July 26, 2005
2:00 P.M.**

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of the Janitorial Services distribution packet # 560, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Certificate of Insurance, for a Total of 36 Pages.

The acknowledgement of the receipt should be signed and returned to the Buyer no later than **August 5th, 2005**. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to # 560, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE: _____

EMAIL: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document # 560.

Firm **does / does not (circle one)** intend to respond to Janitorial Services, # 560.

If firm **does not** intend to reply, please give a brief reason for not responding: _____

Return to:

Deana Ellis, Purchasing Clerk
San Juan College
Purchasing and Design Center
4601 College Boulevard
Farmington, NM 87402
Phone: (505) 566-3511
Fax: (505) 566-3075

Faxed Copies of this form will be accepted.
Faxed (RFP) responses **will not be accepted.**

REQUEST FOR PROPOSALS

RFP TITLE: Janitorial Services
RFP#: 560

Approved as to form:
_____/s/ Yvonne Brooks_____
Yvonne Brooks
Director of Purchasing

SAN JUAN COLLEGE
PURCHASING AND DESIGN CENTER
4601 COLLEGE BOULEVARD
FARMINGTON, NM 87402

If you have any questions regarding this Request
for Proposal, please contact:
_____/s/ Deana Ellis_____
Deana Ellis, Purchasing Clerk

PROPOSAL OPENING DATE:
August 17, 2005, 2:00 P.M.

PRE-PROPOSAL CONFERENCE:
DATE: **August 5th, 2005**
TIME: 10:00 a.m. -12:00 p.m.
PLACE: Purchasing and Design Center
Room 1715
Farmington, NM 87402

**IMPORTANT – PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP
NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE.**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

Sealed proposals will be received until the above specified date and local time, and then publicly opened at San Juan College. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

OFFEROR MUST COMPLETE THE FOLLOWING	
COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)	
EMAIL ADDRESS	
CONTACT PERSON (please print)	TELEPHONE / FAX
<i>To be a valid RFP, Offeror must sign here</i>	<i>Title</i>

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. _____ Dated _____
Amendment No. _____ Dated _____

Amendment No. _____ Dated _____
Amendment No. _____ Dated _____

NOTICE TO OFFERORS

Sealed Proposals will be received by San Juan College, San Juan County, New Mexico, at the Purchasing and Design Center, 4601 College Blvd – Room 1715, Farmington, New Mexico, 87402.

Janitorial Services
RFP # 560
August 17, 2005
2:00 P.M.

A pre-proposal conference will be held at Room 1715, Purchasing and Design Center, from 10:00 a.m. to 12:00 p.m. on August 5th, 2005. The purpose of this pre-proposal is to answer any questions, as might arise, with respect to the requirements and execution of the proposal. Questions resolved at this meeting will be included in the "Minutes" and will be kept in the Proposal File. Offerors interested in receiving the "Minutes" must contact the Purchasing and Design Center at (505) 566-3511.

Any Proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchase and Design Center, the Offeror shall be responsible for actual delivery of the Proposal to the Purchase and Design Center before the advertised date and hour for opening of the Proposals. If mail is delayed either by the postal service or in the internal mail system of San Juan College beyond the date and hour set for the Proposal Opening, proposals thus delayed will not be considered and will be returned unopened.

Proposal documents may be retrieved by accessing the San Juan College website and downloaded at: <http://www.sanjuacollege.edu>. Further details and criteria for award may be obtained through the Purchasing and Design Center by calling (505) 566-3511. San Juan College reserves the right to accept or reject any or all proposals.

Until the final award by San Juan College, said College reserves the right to reject any and/or all Proposals, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said College will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of opening.

San Juan College
Farmington, New Mexico 87402

By: /s/ Yvonne Brooks
Yvonne Brooks, Director of Purchasing

Publication Date: July 27, 2005

Opening Date: August 17, 2005

GENERAL CONDITIONS

As required by 13-1-111 NMSA 1978 San Juan College is requesting proposals for Janitorial Services.

Proposals must include but are not limited to the requirements set forth in the "Scope of Work." Proposals deposited with the College may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Central Purchasing Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

After obtaining best and final offers, the award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to San Juan College, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon the criteria which does not include price.

The Purchasing and Design Center will open and evaluate all proposals; determine the need for, and conduct any negotiation; and make a final recommendation to the Board for award of the contract.

The College reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interests of San Juan College.

Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Request for Proposal.

The Proposal total shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The College will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the Proposal total based upon separate billings which the successful Offeror shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the College with budget preparation, the Offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to this contract and shall estimate the amount of each tax which will be charged on the entire contract.

Request for Proposals
Janitorial Services
RFP # 560

A. Background Information

I. Description of the Project

- A. San Juan College (College) is requesting proposals (RFP) from qualified firms (Offerors) for the cleaning and general sanitary maintenance of the following College facilities located in Farmington, New Mexico: Well Service Facility, 5510 Bloomfield Highway (Highway 64), Kutz Training Facility, 133 CR 5569 (Crouch Mesa), Regional Energy Training Center (RETC), 800 South Hutton, and Cosmetology Program, 1910 North Dustin Avenue.
- B. San Juan College is currently in search of a new facility to house the Cosmetology Program. The desired approximate minimum square footage of the new facility is 4,800 sq ft. San Juan College reserves the right to renegotiate with the awarded Offeror, the monthly bid amount and square footage amount for the Cosmetology Program in the event the program relocates to a new facility.

II. Scope of Services

- A. The successful Offeror shall be required to provide the minimum Janitorial Services outlined in Exhibit A attached hereto, which shall be subject to review.
- B. The successful Offeror shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute this Contract. This includes but is not limited to scrubbing machines, buffers, vacuum cleaners, carpet cleaners, dust mops, brooms, rags and brushes. The RFP should include an outline of the type of equipment which the Offeror intends to use so as to indicate if Offeror has sufficient equipment and supplies for each of the individuals who will be executing the Agreement.
 - 1. Option 1. The Offeror agrees to supply all janitorial materials necessary to perform the janitorial services. This includes but is not limited to floor finish, cleaning agents, trash liners, all paper products, hand soaps, lotion, and feminine hygiene products. The Offeror's Proposal should also include a description of the various types of supplies that will be used in executing the Agreement.
 - 2. Option 2. San Juan College agrees to supply all paper products, hand soaps, lotions and feminine hygiene products. The Offeror would supply all other cleaning materials needed to perform the janitorial service, to include but not limited to floor finish, cleaning agents and trash liners.
- C. Offeror's RFP should propose a plan as to how the minimum services, and services to be performed which are in addition to the minimum services, as reflected in Exhibit A. The plan should include the number of personnel which will be used to execute the janitorial service, the time each day when personnel will report to perform the Janitorial Services, and the estimated time it will take to complete the janitorial service on a daily and weekly basis.

- D. The Offeror's plan should indicate there are sufficient personnel and equipment in order to execute the minimum requirements as set out in Exhibit A.
- E. The College expects the Contractor to secure all windows, doors and check all security alarms to ensure proper engagement prior to leaving the premises. Violation of this responsibility shall lead to a minimum charge to Contractor's account of two hours overtime per incident to be deducted from the Contractor's payment for that month. The overtime deduction shall be determined by the cost incurred by the College.
- F. Contractor shall maintain documentations that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.

III. Qualifications of Offerors

- A. The Offeror should state in their RFP their qualifications as a professional janitorial firm which should include, but not be limited to, previous Janitorial Services offered to businesses within Farmington, current cleaning contracts being performed by the Offeror, the length of time that this business has been performing this service, the length of time employees who will execute the service have been employed by the service, and any special qualifications those employees might have.
- B. The Offeror shall have a minimum of five (5) years previous experience in Janitorial Services.
- C. The Offeror shall include in their proposal responsibilities and relevant experience of the person(s) who will be actively engaged in the janitorial service.
- D. The Offeror shall be familiar with the area in which the services are to be provided. The Offeror shall submit with their proposal a summary of work completed with higher-education institutions, government agencies or private industry which addresses such factors as control of costs, quality of work and ability to meet schedules.

IV. References/Client List

- A. The Offeror shall provide a list of five (5) references of clients whom are being provided the same or similar type services. The reference list shall include current clients which services have been provided within the past three (3) years and shall provide a contact person and telephone number. The College reserves the right to contact clients for reference checks.

V. Proposal Schedule

A. Offeror shall complete the Proposal Schedule included in this RFP.

1. RFP's will be evaluated based on the estimated quantities listed on the Proposal Schedule. The quantities shown are estimates only based on the past year's work performed. The work that is performed under this RFP may be greater or less than the estimates on the Proposal Schedule.

VI. Information Provided by College

A. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. The College takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this procurement process or during the term of any subsequent agreement. In no event may Offerors rely on any oral statement.

B. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the College's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be mailed or delivered to each person obtaining an RFP. Each person requesting an interpretation will be responsible for the delivery of such requests to the College's designated representative in writing as outlined in this RFP. The College will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

VII. Inspection Reports

A. The Awarded Offeror shall submit Inspection Reports to the Service Contract Coordinator in Building #5 (Physical Plant) and/or designated College Representative no later than ten (10) days after completion of the scheduled field inspection. A proper field inspection report should include:

1. Exact physical location, providing room number, and service performed.
2. Detailed description of work performed
3. Name of Technician performing work
4. Date and Time maintenance was performed
5. Recommended future service and/or parts
6. Service Contract Coordinator and/or designated College Representative authority approval

B. The Awarded Offeror technician shall contact the Service Contract Coordinator in Building # 5 (Physical Plant) and/or designated College Representative, prior to beginning services and after completion of service. The Technician is required to sign-in/sign-out when leaving the job site or San Juan College property. No new and/or replacement parts shall be installed without prior approval from the Service Contract Coordinator.

A. Proposal Process

I. INTRODUCTION

- A. Until the final award by the College, the College reserves the right to reject any and/or all submittals, to waive technicalities, to readvertise, or to otherwise proceed when the best interest of the College will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

II. SCHEDULE

It is the College’s intent to adhere to the following schedule. However, the College reserves the right to modify this schedule.

Preliminary Schedule

<u>Activity</u>	<u>Date</u>
Issue RFP	July 27, 2005
Deadline to submit additional questions	August 5 th , 2005 at 10:00 a.m.
Proposal Due Date	August 17, 2005 at 2:00 p.m.
Recommendation to Board to begin presentations, negotiations or award	August 25, 2005

III. DUE DATE

- A. Proposals shall be delivered in sealed envelopes or boxes and must be addressed to and received at:

Deana Ellis
Purchasing and Design Center
San Juan College
4601 College Boulevard
Farmington, NM 87402

no later than 2:00 p.m. on August 17, 2005 (the “Due Date”). The Submittal Form (see page 2) and the proposal form, Pages 21-22; must be completed, signed, and incorporated into the proposal. Envelopes or boxes should be clearly marked “Proposal for Janitorial Services–Farmington, New Mexico.” Offerors are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing and Design Center, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing and Design Center before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

IV. NUMBER OF COPIES

- A. The Offeror shall submit four (4) copies of the proposal. All expenses associated with this submittal will be borne solely by the Offeror.

V. INQUIRIES

- A. Questions and/or clarifications concerning this RFP will be accepted in writing through **10:00 a.m. August 5th, 2005**. Requests may be transmitted via facsimile. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, is scheduled to be issued by **5:00 p.m. August 9th, 2005**. No Offeror may rely upon oral responses made by any College employee or any representative of the College. Questions and/or clarifications concerning this RFP shall be directed to:

Deana Ellis
Purchasing Clerk
(505) 566-3511
Fax (505) 566-3075
ellisd@sanjuancollege.edu

or

Yvonne Brooks
Director of Purchasing
(505) 566-3084
brooksy@sanjuancollege.edu

- B. The only approved contact shall be with the above referenced purchasing staff. Offerors making contact with any other College official, evaluation committee member, or College employee regarding this RFP may be disqualified.
- C. Offerors shall have no claim against the College for failure to obtain information made available by the College which the Offeror could have remedied through the exercise of due diligence.

VI. SIGNING OF PROPOSALS AND AUTHORIZATION TO NEGOTIATE

- A. The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the College in connection with this RFP. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the proposal to bind the Offeror should its proposal be accepted by the College.

VII. PERIOD OF ACCEPTANCE

- A. All proposals must remain valid for a minimum period of ninety (90) days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the College.
- B. The College reserves the right to request additional information from the Offeror at any time during the selection process. The College also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the College, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the College after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide the College with written extensions of time.

VIII. BINDING OFFERS

- A. All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the College to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and, as such, the time period may be extended by the College.

IX. SUBCONTRACTS AND OTHER CONTRACTUAL ARRANGEMENTS

- A. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The College, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the College for all contractual obligations.
- B. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the College and the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the College.

X. INDEPENDENCE OF THE OFFEROR

- A. The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the College, nor shall they be entitled to any rights, benefits, or privileges of College employees. It is understood that the relationship of the Offeror to College, if a contract is successfully negotiated, will be that of an independent contractor.

XI. LAWS AND REGULATIONS

- A. This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of San Juan College.
- B. The College also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and San Juan College, New Mexico.

XII. CONFIDENTIALITY

- A. Proposals are subject to provisions of State law relating to inspection of public records. Proposals will be kept confidential until a list of recommended Offerors is approved by the College Board. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The College will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted the words “proprietary” or “confidential”. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the nonconfidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing and Design Center shall examine the Offeror’s submittal and make a written determination specifying which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal may be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

XIII. PROHIBITED CONTACTS

- A. The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the College Board or evaluation committee members, on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the College, result in disqualification and rejection of any proposal.

XIV. BRIBERY AND KICKBACKS

- A. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

XV. PROTEST DEADLINE

- A. 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 Offerors shall begin on the day following the College's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the College. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Yvonne Brooks
Director of Purchasing
San Juan College
4601 College Boulevard
Farmington, NM 87402

XVI. COST PROPOSAL

- A. Offeror shall submit the Proposal Form and shall include all costs associated with Offeror's proposed Janitorial Services.

XVII. PRICING

- A. The subsequent contract is considered a **FIRM FIXED-PRICE CONTRACT**. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.
- B. Price Re-determination
 1. In the event the contract is renewed, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions:
 2. The Awarded Offeror price to be paid is subject to increase or decrease upon approval of the Offerors written request to the Purchasing and Design Center. Written requests shall be received by the Purchasing and Design Center thirty (30) days prior to the expiration of term in force. Such request shall include the cause for the adjustment. The price redetermination shall include the amount of change requested with documentation to support the requested adjustment. Such price

adjustment shall be by the percentage listed below as documented and the contract shall be modified accordingly provided THAT:

- i. Consumers Price Index (CPI-U): The price to be paid shall be increased or decreased by 75% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the proceeding twelve (12) months, provided that any such increase or decrease shall not exceed eight (8%) percent of the rates set forth in the contract. CPI review shall be on an annual basis. Offeror shall submit CPI documentation, for review by the College, thirty (30) days prior to contract renewal date.

Table 1. Example of calculation procedure

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CURRENT SERIES)

	Example Below
CPI for current period	194.4
Less CPI for previous period	189.1
Equal index point change	5.3
Divide by previous period CPI	189.1
Equals	.028
Results multiplied by 100	.028 X 100
Equals percent change	2.8
75% of percent change	2.1 = % Increase

EXAMPLE

DESCRIPTION	1ST YEAR BASE RATES	% INCREASE	2ND YEAR NEW RATES
MONTHLY BID	\$210.33	\$4.41	\$214.74
\$ PER SQUARE FOOT	\$11.41	\$.24	\$11.65

- C. The increased contract unit price may be effective after thirty (30) calendar days provided that the Offeror submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;

- D. The increased contract price shall not apply to orders received by the Offeror prior to the effective date of the increased contract price. Orders placed, via College Purchase Order, shall be considered to have been received by the Offeror after the fifth (5th) calendar day following the date of signature by the Director of Purchasing or authorized representative;
- E. Such requested contract price increase shall become effective only upon approval by the College's Director of Purchasing.
- F. Within thirty (30) calendar days after receipt of a Offerors written request, the College's Director of Purchasing may cancel, without liability to the Offeror, any item on this contract or the contract in its entirety.

XVIII. CONFLICT OF INTEREST

- A. Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.

XIX. PAYMENTS

- A. For payment due for basic services the Offeror shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Offeror's services as rendered.
- B. The Offeror shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- C. The invoice shall be addressed as follows:
 - 1. San Juan College, Accounts Payable
4601 College Boulevard
Farmington, New Mexico 87402
- D. Payments shall be paid to Offeror within thirty (30) days contingent upon the following:
 - 1. Application of payment discounts, if considered to be in the best interest of the College;
 - 2. From date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College;
 - 3. On the condition that the Offeror has accomplished the Services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Offeror.

XX. INSURANCE REQUIREMENTS

- A. Offeror agrees to protect, defend, indemnify, and hold harmless College and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Offeror. Offeror's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Offeror further agrees to protect, defend, indemnify, and hold harmless the College and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Offeror.
- B. Offeror's Commercial General Liability Insurance - Offeror shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Offeror's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- C. Offeror's Automobile Liability Insurance - Offeror shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Offeror's operations under the Agreement, whether such operations be by the Offeror or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- D. Offeror's Workers' Compensation and Employer's Liability Coverage - The Offeror shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Offeror shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the Offeror elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-

let, the Offeror shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The College, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Offeror to comply with the provisions of this paragraph.

1. If any class of employee is not protected under the Workers' Compensation Statute, the Offeror shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the College against any claims resulting from injuries to and death of workers engaged in work under this contract.
- E. Coverage limits - Insurance coverage limits required to be carried by the Offeror under this Section shall be as follows:
1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
 - a. Combined Single Limit coverage of \$1,000,000.
 2. Offeror's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the New Mexico Tort Claims Act or \$1,000,000.
- F. Increased Limits - If, during the term of the Agreement, the College requires the Offeror to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Offeror's compensation will be made.
- G. Certificates of Insurance - Offeror shall include as part of the Contract Documents certificates of insurance on forms acceptable to the College specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to College.
- H. Additional Bonds and Insurance - Prior to delivery of the executed Agreement by College to Offeror, College may require Offeror to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as College may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by Offeror; if subsequent thereto, they shall be paid by College (except as otherwise provided).
- I. College Named as Additional Insured, Cross Liability Provisions, and Waiver of Subrogation - The College shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the College.

- J. DISHONESTY BONDS The Offeror shall furnish a dishonesty bond in the amount of Two Thousand Five Hundred Dollars and no/100ths (\$2,500.00) for the benefit of the College, providing protection to the College for acts of dishonesty by employees of Offeror, with such sureties as are licensed to conduct business in the state where the Service is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

If the surety on any Bond furnished by Offeror is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located is revoked, Offeror shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to the College.

Attorneys-in-fact who sign any bonds submitted must file with each bond a certified and effective dated copy of their power of attorney.

The College reserves the right to require a Performance Bond from the Offeror in the event that it appears to the College that Offeror's performance is becoming or may become unsatisfactory under the terms of this Contract.

XXI. LICENSES

- A. Offeror shall maintain in current status all Federal, State and Local licenses and permits required.

XXII. AGREEMENT

- A. The term of the Agreement shall be in effect for one (1) year, subject to earlier termination or extension pursuant to the Agreement provisions;
- B. The Agreement shall renew automatically for three (3) additional one year terms unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least thirty (30) days prior to the expiration of the term in force.
- C. A sample Agreement is attached as Exhibit C. A written contract will be entered into between the College and the successful Offeror.

C. Proposal Format Requirements

I. GENERAL FORMAT FOR PROPOSALS

- A. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format may, at the sole discretion of the College, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The College, at its sole discretion, may reject any proposal which is unclear in any way.

II. ORGANIZATION OF MATERIALS

- A. Proposals must be organized in the following manner:

Submittal Form; Rate Schedule; and Proposal Schedule
Cover Letter
Title Page
Table of Contents
Approach to the Scope of Services
Qualifications and Experience of Team Members

III. CONTENTS OF PROPOSAL

- A. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the preparation of the Janitorial Services with the College or to which the Offeror intends to assign material responsibilities under any such agreement.

B. Submittal Form and Cost Proposal

1. The submittal form is included as Page 2, and the Proposal Schedule is included as pages 21 & 22. They must be completed, signed and incorporated into the submitted proposal. Failure to do so may result in disqualification.

C. Cover Letter

1. The cover letter shall constitute a firm offer to the College and be utilized to introduce the Offerors. Cover letters should contain the following information:
- a. Designation of the business entity that will contract with the College;
 - b. A brief identification of the roles of all Offeror team members;

- c. Identification of the principal contact person for the Offeror and an alternate contact person together with addresses, telephone and facsimile numbers, and e-mail address;
- d. A clear statement indicating that the attached proposal constitutes a firm and binding offer by the Offeror to the College; and
- e. A clear statement indicating that all information in support of the proposal is accurate, truthful, and factual.

D. Title Page

1. The cover letter should be followed by a title page on letterhead of the lead Offeror. It should contain the name and identification number of this RFP, and identify the name, title, company, mailing address, phone number (voice and facsimile) of all persons authorized to commit the Offeror to contractual arrangements with the College. This person will be considered by the College as the Offeror's contact point for all communication regarding this procurement.

E. Table of Contents

1. Proposals should contain a detailed table of contents listing major sections and subsections which correspond to the requirements of the RFP. The table of contents should also list all tables, exhibits, figures, etc. contained in the proposal.

F. Approach to the Scope of Work shall include detailed plans in the following areas:

1. A description of how the services will be provided or what tasks will be done in response to the Scope of Services. The Scope of Services shows what the Offeror is supposed to do; the description of services should show how the Offeror intends to perform the services (for example, the proposed approach to conducting the work and any special services the Offeror plans to perform).

G. Qualifications and Experience of Team Members

1. Detailed information that clearly explains and demonstrates the offerors ability to provide the services in a safe, efficient, timely and professional manner;
2. A minimum listing of five (5) references with clients to whom the same or similar type of services are being provided;
3. Resume and qualifications of the Service Manager who will be managing the janitorial services.

PROPOSAL SCHEDULE

For Services as outlined, I, _____
(Name)

representing the firm of, _____
(Name of Firm)

will perform the necessary Janitorial Services, according to the request for proposals enclosed.

1. WELL SERVICES FACILITY: One (1) day per week

Option 1

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Well Services Facility is 2,221.6 sq. ft.)

Option 2

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours

2. KUTZ TRAINING FACILITY: Three (3) days per week

Option 1

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Kutz Training Facility is 2,742.5 sq. ft.)

Option 2

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours

3. REGIONAL ENERGY TRAINING CENTER (RETC): Three (3) days per week

Option 1

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the RETC is 9,330.5 sq. ft.)

Option 2

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours

4. COSMETOLOGY PROGRAM: Two (2) days per weeks

Option 1

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Cosmetology Program 2,400 sq. ft.)

Option 2

MONTHLY BID: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Cosmetology Program 2,400 sq. ft.)

IF OTHER RATES ARE APPLICABLE, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

ALTERNATE AWARD EVALUATION: Whichever deems in the best interest of the College, the College reserves the right to award the RFP in total, by groups of items on the basis of individual items, by option category or any combination of these; or as otherwise specified in the RFP terms unless the Offeror qualifies his RFP by specific limitations. Only the College is in a position to determine its own best interest, therefore the College shall be the sole judge in determining the award analysis. Its decision shall be final.

EXHIBIT A JANITORIAL SERVICES

The College expects the Facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

Daily Services

Empty and remove all trash in all offices and replace wastebasket liners	Dust all counters, desks, work stations (cubicles), ceiling vents, chairs and other office furniture
Vacuum all carpeted areas	Dust all windowsills, ledges, and other horizontal surfaces
Sweep and mop all tile areas	Spot clean doors, doorframes, and light switches
Spot clean entry door glass	

Restroom:

The interior and exterior of toilet bowls and sinks shall be thoroughly washed with a commercial disinfectant including the rim leaving no discoloration, rust encrustations or water rings.	Paper towel, toilet paper, soap dispenser and feminine hygiene product dispensers will be checked daily to ensure they are at full capacity
Any hard water stains will be removed	Mirrors will be cleaned and polished
Doors, doorframes, walls and light switches will be spot cleaned	Floors will be swept then mopped with a disinfectant detergent
Counters will be sprayed down with a disinfectant cleaner, then wiped clean	Sinks will be cleaned and disinfected also, then dried and polished to a shine

Breakroom/Kitchen:

Sweep and mop floor	Tables and counters will be cleaned
Faces of appliances will be cleaned	Microwave will be cleaned inside and out

Weekly Services – One (1) day per week

Perform all high and low dusting	Spot clean carpeting
Spot clean walls and wall hangings	Detail vacuum between desks and edges
Clean all windows inside and outside (floor to ceiling)	Clean all window seals

Bi-Weekly Services (Every Other Week)

Stripping, scrubbing and recoating of all hard floor surfaces (as needed)	Spotting, bonneting, and extracting of all carpeted areas (as needed)
---	---

**EXHIBIT B
FACILITY CONTACTS**

Location	Phone #	Contact	Service Schedule
Well Site 5510 Bloomfield Highway (Highway 64), Farmington, NM	325-0268	Loren Wheat 793-3068	M / W / F
Kutz Training Facility 133 CR 5569 (Crouch Mesa) Farmington, NM	632-0619	Terry Fredericks	SAT
RETC 800 S. Hutton, Farmington, NM	327-5705, ext. 200	Marie Redenbach	SUN / T / TH
Cosmetology 1910 N. Dustin Ave, Farmington, NM	325-0704	Felisita Holmstrom	2 X WEEK W / F

EXHIBIT "C"
DRAFT
JANITORIAL SERVICES AGREEMENT
RFP# 560

THIS AGREEMENT made and entered into this ____ day of _____, 2005 by and between San Juan College of Farmington, New Mexico, ("COLLEGE") and _____, ("CONTRACTOR").

ARTICLE 1

BASIS OF COMPENSATION

1.1 For Basic Services, as described in Article 3, Basic Compensation shall be computed as follows:

1. WELL SERVICES FACILITY: Three (3) days per week

MONTHLY RATE: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Well Services Facility is 2,221.6 sq. ft.)

2. KUTZ TRAINING FACILITY: Three (3) days per week

MONTHLY RATE: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Kutz Training Facility is 2,742.5 sq. ft.)

3. REGIONAL ENERGY TRAINING CENTER (RETC): Three (3) days per week

MONTHLY RATE: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the RETC is 9,330.5 sq. ft.)

4. COSMETOLOGY PROGRAM: Two (2) days per weeks

MONTHLY RATE: \$ _____ Dollars

COST PER SQUARE FOOT \$ _____ Dollars

NUMBER OF HOURS PER DAY TO CLEAN FACILITY _____ Hours
(Estimated square footage of the Cosmetology Program 2,400 sq. ft.)

ARTICLE 2

TERM OF THE AGREEMENT

2.1 This Agreement shall be effective as to the _____ day of _____, 2005 and shall continue, subject to the provisions of Article 8 until _____, 2005. This Agreement shall be renewed automatically, subject to the appropriation of funds by the College, from year to year for three (3) additional consecutive one year periods, unless terminated as herein provided.

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN COLLEGE AND CONTRACTOR

ARTICLE 3

**BASIC SERVICES
OF CONTRACTOR**

3.1 CONTRACTOR shall furnish all materials, equipment, machinery, transportation and other implements and cleaning materials necessary to execute this Contract. Janitorial Services shall be provided as outlined in Exhibit A.

3.2 The COLLEGE expects the CONTRACTOR to secure all windows, doors and check all security alarms to ensure proper engagement prior to leaving the premises. Violation of this responsibility shall lead to a minimum charge to CONTRACTOR'S account of two (2) hours overtime per incident to be deducted from the CONTRACTOR'S payment for that month. The overtime deduction shall be determined by the cost incurred by the COLLEGE.

3.3 CONTRACTOR shall maintain documentations that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.

3.4 Inspection Reports

3.4.1 The Awarded Offeror shall submit Inspection Reports to the Service Contract Coordinator in Building #5 (Physical Plant) and/or designated College Representative no later than ten (10) days after completion of the scheduled field inspection. A proper field inspection report should include:

3.4.1.1 Exact physical location, providing room number, and service performed.

3.4.1.2 Detailed description of work performed.

3.4.1.3 Name of Technician performing work.

3.4.1.4 Date and Time maintenance was performed.

3.4.1.5 Recommended future service and/or parts

3.4.1.6 Service Contract Coordinator and/or designated College Representative authority approval

3.4.2 The awarded Offeror's technician shall contact the Service Contract Coordinator in Building # 5 (Physical Plant) and/or designated College Representative, prior to beginning services and after completion of service. The Technician is required to sign-in/sign-out when leaving the job site or San Juan College property. No new and/or replacement parts shall be installed without prior approval from the Service Contract Coordinator.

ARTICLE 4

COLLEGE RESPONSIBILITIES

The COLLEGE shall do the following in a timely manner so as not to delay the services of CONTRACTOR:

4.1 Arrange for access for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services under this Agreement.

ARTICLE 5

**COLLEGE'S PAYMENT
RESPONSIBILITY**

5.1 The COLLEGE will make payments to the CONTRACTOR as described in Article 7.0 upon approval of COLLEGE'S representative.

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN COLLEGE AND CONTRACTOR

ARTICLE 6

PERIODS OF SERVICE

6.1 The provisions of this Article 6 and the various rates of compensation for CONTRACTOR'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services of this agreement. CONTRACTOR'S obligation to render services hereunder will extend for a period which may reasonably be required for the project.

ARTICLE 7

PAYMENTS TO CONTRACTOR

7.1 Methods of Payment for Services and Expenses of CONTRACTOR

7.1.1 Payment Schedule for Basic Services. For payment due for Basic Services the CONTRACTOR will submit invoices to the COLLEGE at the end of each monthly billing period. Invoice amounts will be based on the CONTRACTOR'S estimated percent completion.

7.2 Payment Terms

7.2.1 Payments shall be paid to CONTRACTOR within 30 days contingent upon the following:

7.2.1.1 Application of payment discounts, if considered to be in the best interest of the COLLEGE;

7.2.1.2 From date of receipt by the COLLEGE of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the COLLEGE;

7.2.1.3 On the condition that the CONTRACTOR has accomplished the Services to the satisfaction of the COLLEGE. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental

fees and charges, are the responsibility of the CONTRACTOR.

ARTICLE 8

GENERAL CONSIDERATION

8.1 Termination

8.1.1 The COLLEGE may Suspend Work: The COLLEGE may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed, CONTRACTOR shall resume the work on the date so fixed.

CONTRACTOR will be allowed an extension of the agreement time directly attributable to any suspension if he makes a claim per negotiated authorization by the COLLEGE.

8.1.2 This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party.

8.1.3 This Agreement may be terminated by the COLLEGE, for its convenience upon fifteen (15) days' prior written notice to the CONTRACTOR.

8.1.4 In the event of termination, as provided in this Article, the CONTRACTOR shall be paid as compensation in full for services performed to the date of such termination, an amount calculated consistent with Article 7 of this Agreement. Such amount shall be paid by the COLLEGE, upon the CONTRACTOR'S delivering or otherwise making available to the COLLEGE, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing the services included in this Agreement, whether completed or in progress.

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN COLLEGE AND CONTRACTOR

8.2 Indemnification

8.2.1 Indemnification; Minimum Liability Insurance Requirements - CONTRACTOR agrees to protect, defend, indemnify, and hold harmless COLLEGE and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by CONTRACTOR. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the COLLEGE and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of CONTRACTOR.

8.3 Minimum Liability Insurance Requirements

8.3.1 The CONTRACTOR agrees to procure and maintain at its expense until final payment by the COLLEGE for services covered by the Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under the Agreement, whether performed by it or its agents. Before commencing the work, the CONTRACTOR shall furnish to the COLLEGE, a certificate or certificates in form satisfactory to the COLLEGE, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the COLLEGE. Kinds and amounts of insurance required are as follows:

8.3.1.1. Workers' Compensation Insurance. Workers' Compensation coverage limits shall be those established by the Workers' Compensation Act of the State of New Mexico. Workers' Compensation shall provide a waiver of subrogation in favor of the COLLEGE.

8.3.1.2 Liability Insurance.

Commercial general liability, automobile liability, and professional liability in an amount not less than \$1,000,000 or as required in Section 41-4-19 NMSA 1978 of the New Mexico Tort Claims Act as presently enacted or hereinafter amended. For both commercial general and automobile liability coverage's, the COLLEGE, shall be named as an additional insured.

8.3.1.3 Increased Limits. If, during the term of the Agreement, the COLLEGE requires the CONTRACTOR to increase the maximum limits of any insurance required herein, an appropriate adjustment in the CONTRACTOR'S compensation will be made.

8.4 Successors and Assigns

8.4.1 The COLLEGE, and CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representative of the COLLEGE and CONTRACTOR (and to the extent permitted by paragraph 8.5.2 the assigns of the COLLEGE and CONTRACTOR) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.4.2 Neither the COLLEGE nor CONTRACTOR shall assign, sublet or transfer any right under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN COLLEGE AND CONTRACTOR

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONTRACTOR from employing such independent professional associates and consultants as CONTRACTOR may deem appropriate to assist in the performance of services hereunder.

8.4.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COLLEGE and CONTRACTOR, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COLLEGE and CONTRACTOR and not for the benefit of any other party.

8.5 Arbitration

8.5.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration pursuant to the Uniform Arbitration Act (Section 44-7-1 et seq. N.M.S.A. 1978). In the event of arbitration, each party shall appoint one arbitrator and the two arbitrators so chosen shall appoint a third arbitrator. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, the COLLEGE and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable as provided in the Uniform Arbitration Act.

8.5.2 Notice to the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8.5.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

8.6 Discrimination Prohibited

8.6.1 In performing the Services required hereunder, the CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

8.6.2 The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, as amended 49CFR21 through appendix H and 23CFR710.405(B).

ARTICLE 9

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1 This Agreement together with Attachments, Exhibits and Schedules identified above constitute the entire agreement between COLLEGE and CONTRACTOR and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

9.2 CONTRACTOR represents that CONTRACTOR is qualified to perform the work and to render the services herein contemplated and that CONTRACTOR is properly licensed in the State of New Mexico to render and perform the services herein contemplated.

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN COLLEGE AND CONTRACTOR

9.3 CONTRACTOR shall keep and maintain all records which pertain to this Agreement and to the work contemplated hereunder for at least seven (7) years following termination of the Agreement and agrees that all such records shall be subject to inspection by the COLLEGE, its agents, accountants or attorneys.

9.3.1 The COLLEGE, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

9.4 This Agreement relates to work to be performed in San Juan County, New Mexico and the parties agree that venue upon any suit brought upon the Agreement shall lie in San Juan County, New Mexico.

9.5 CONTRACTOR is an independent contractor and CONTRACTOR, its officers and employees shall not be deemed to be employees of the COLLEGE.

ARTICLE 10

NOTICES & REQUESTS

10.1 All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as the day such notice or request is deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, addressed as follows:

CONTRACTOR: _____

COLLEGE: San Juan College
4601 College Blvd
Farmington, New Mexico
87402
Attn: Director of Purchasing

or to such address as either party designates by written notice to the other.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington, New Mexico the day and year first above written:

(SEAL)

(SEAL)

COLLEGE: SAN JUAN COLLEGE

CONTRACTOR: _____

By: _____

By: _____

Dr. Carol Spencer

Title: _____

Title: President

Date: _____

Date: _____

ATTEST:

ATTEST OR WITNESS:

Title:

Title:

State Taxation and Revenue Department
Taxpayer Identification Number

Yvonne Brooks
Director of Purchasing

Federal Taxpayer Identification
or Social Security Number

Date: _____



OFFEROR'S ESTIMATE OF TAXES

San Juan College issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive an NTTC please contact Accounts Payable at 505-566-3254. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

Offeror's certifies that Offeror has made a diligent effort to ascertain and identify all taxes which will be charged to the College against this Request for Proposal and that, in Offeror's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Proposal Schedule.

New Mexico Gross Receipts Tax	_____ %	\$ _____.
Other.....	_____ %	\$ _____.
Other.....	_____ %	\$ _____.

Certificate of Insurance

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input type="checkbox"/>					GENERAL AGGREGATE \$	
					PRODUCTS-COMP/OPS AGGREGATE \$	
					PERSONAL & ADVERTISING INJURY \$	
					EACH OCCURRENCE \$	
					FIRE DAMAGE (Any one fire) \$	
					MEDICAL EXPENSE (Any one person) \$	
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY					COMBINED SINGLE LIMIT \$	
					BODILY INJURY (Per person) \$	
					BODILY INJURY (Per accident) \$	
					PROPERTY DAMAGE \$	
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$	AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND <input type="checkbox"/> EMPLOYER'S LIABILITY					STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	

DESCRIPTION OF WORK	PROJECT NAME AND/OR NUMBER
---------------------	----------------------------

CANCELLATION: All policies are in effect at this time and will not be cancelled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the Director of Purchasing, San Juan College, 4601 College Blvd., Farmington, NM 87402. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not as excess or contributing to any insurance issued in the name of San Juan College.

This is to further certify that:

(1) San Juan College as additional insurer for:	Yes	No	
(a) Comprehensive General Liability Insurance	___	___	
(b) Comprehensive Automobile Liability Insurance	___	___	
2) Worker's Compensation Insurance has waiver of subrogation in favor of San Juan College	___	___	

NAME AND ADDRESS OF CERTIFICATE HOLDER

SAN JUAN COLLEGE
4601 COLLEGE BOULEVARD
FARMINGTON, NM 87402

DATE ISSUED: _____

_____ AUTHORIZED REPRESENTATIVE

Phone No. _____