



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 Laser Road NE.
Rio Rancho, New Mexico 87124**

Invitation for Bid Number: ITB#2017-006-IT

Bid Due Date and Time: 2:00 PM, Monday, March 27, 2017

TITLE: Purchase of Microsoft License Renewal

Rio Rancho Public Schools (“RRPS”) wishes to purchase Microsoft License Renewal (**Brand name only specification**) identified within this invitation to bid and invites you to submit a bid for any or all of bid items identified within this Invitation to Bid (ITB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this ITB may result in your bid submittal being classified as unresponsive and disqualified.

This ITB is issued under, and shall be subject to, the State of New Mexico Procurement Code, Section 13-1-21 through 13-1-199, NMSA 1978. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

BID SUBMITTAL SUBMITTALS

Bid submittals must be submitted to the submittal address identified below no later than the Bid Due Date and Time shown above. All information must be entered in ink or typed and corrections must be initialed. Bid submittals must be in a sealed envelope and must be clearly marked with the ITB Number and Opening Date (see Bid Due Date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the Bid submittal being opened early or the Bid submittal being declared non-responsive.

SUBMITTAL LOCATION:

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124

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RRPS PURCHASING CONTACT INFORMATION

Name: Tom Weeks
Telephone: 505-962-1143
E-mail: tom.weeks@rrps.net

QUESTIONS

Questions should be directed to the Purchasing Contact person indicated above. Note, any questions regarding the Bid documents are to be submitted, using the Question Submittal Form provided in Appendix A and are to be submitted to the buyer identified above. Note, any and all clarification of instructions, specifications, scope of work, requirements, terms and conditions, insurance, bid preparation, etc. shall only be made by the Buyer. All requests for any form of bid clarification must be made in writing, addressed to the Buyer, and submitted no later than five (5) calendar days prior to the bid due date. If appropriate, RRPS Purchasing Department shall issue a written Amendment/Addendum to this Bid which shall thereafter become a part of this invitation to Bid. No oral interpretations shall be binding upon RRPS unless reduced to a written Amendment/Addendum issued by the Purchasing Department prior to the Bid Due Date and Time.

OTHER INFORMATION

Number of submittals required: One (1) original and two (2) copies and (1) digital copy.

Terms: F.O.B. Destination
Net 30

TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this ITB are subject to the scope of work, specifications, requirements, terms and conditions contained within this Invitation For Bid. Bidders may submit alternate terms and conditions; however, RRPS reserves the right to reject any proposed alternate language if the proposed language is determined by RRPS not be in its' best interest.

SECTION I

INSTRUCTIONS TO BIDDERS

1. **ACKNOWLEDGEMENT OF ADDENDA.** Bidders shall acknowledge receipt of any addenda to this Invitation for Bid by identifying the addenda number and date in the space provided on the bid response form.
2. **AWARD INFORMATION.** Award information will be posted in the reception area of the Purchasing Department and on the Purchasing Department Home Page.
3. **AWARD –** The District reserves the right to make multiple awards or to otherwise split the award of the items, projects and/or sections of this Invitation. *Note, Bidders are encouraged to bid on any or all bid items listed.*
4. **CANCELLATION.** The District reserves the right to cancel without penalty, this Invitation, any resultant purchase order or any portion thereof for unsatisfactory performance or unavailability of funds.
5. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions, insurance, bonds, or bid preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in provided and distributed by RRPS as written addenda to be considered as part of this Invitation.
6. **LATE SUBMISSIONS.** Late submissions of bids will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or the bid is the only bid received. All other late submissions will be returned unopened.
7. **MODIFICATIONS.** Only modifications received prior to the date and time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid submittal may be requested by the Buyer following the opening.
8. **NUMBER FOR BID CLARIFICATION.** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being classified as non-responsive.
9. **NUMBER OF COPIES OF BID.** Please submit the number of copies of your bid and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your bid being considered non-responsive.
10. **PERIOD FOR OFFER ACCEPTANCE.** The Bidder agrees, if his bid is accepted within 90 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in bid, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Invitation for Bid.
11. **PUBLIC INFORMATION.** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

12. **REJECTION OF BIDS.** The District reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of the District.
13. **SUBMISSIONS OF DRAWINGS/LITERATURE.** The submission of samples, drawings and literature to be used in the evaluation of the bid, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the District. Returns shall only be made at the Bidders request and expense.
14. **TELEGRAPHIC BIDS.** Telegraphic bids will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, bids may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.
15. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, email or in person by a bidder or an authorized representative any time prior to the bid due date and time. Bids requiring bid security will result in forfeiture of the security if the bid is withdrawn following the opening.
16. **RIGHT TO WAIVE MINOR IRREGULARITIES.** RRPS reserves the right to waive minor irregularities. RRPS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of RRPS.
17. **RESIDENT BUSINESS AND RESIDENT CONTRACTOR PREFERENCE CERTIFICATION**
To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department.
18. **RESIDENT VETERAN PREFERENCE**
In addition, the attached “Resident Veteran Preference Certification” form (Exhibit C) must filled out, signed and accompany any Bid submittal from any business wishing to receive consideration for resident veteran’s preference.
19. **BIDDER DEFINED.** Reference to the terms bidder, seller, service provider, offeror, contractor are to be defined, viewed and interpreted to be interchangeable and to have the same meaning as one another, as referenced in this solicitation.

SECTION II

INVITATION TO BID (ITB) TERMS AND CONDITIONS

The General Terms and Conditions on the reverse side of RRPS's purchase order are an equal and integral part of this Invitation To Bid (ITB) and are identified within Section III

The terms, conditions and specifications contained in this ITB shall be incorporated into all purchase orders issued as a result of this ITB, including any addenda. RRPS reserves the right to negotiate with a successful Bidder (Contractor) provisions in addition to those stipulated in this ITB. The contents of the successful Bidder's bid submittal may be incorporated into an award agreement.

Should a Bidder object to any of the RRPS Terms and Conditions contained within this solicitation, that Bidder must propose specific alternative language for RRPS's review and consideration. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to RRPS and may result in disqualification of the Bidder's bid submittal. Bidders must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Any proposed changes to the terms and conditions incorporated and/or attached to this ITB, must be stated in Bidder's bid submittal in a Section marked "PROPOSED ALTERNATIVE TERMS AND CONDITIONS."

Bidders are cautioned that any changes to the terms and conditions that are NOT stated in the ITB response will not be entertained by RRPS at a later date. Any provisions in any bid submittal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this ITB or the resultant contract, will be ineffective and inapplicable.

RRPS reserves the right to reject a bid submittal on the basis that the proposed compromising language cannot be accepted by RRPS. Any additional terms and conditions which may be the subject of negotiation will be discussed only between RRPS and the successful Bidder and shall not be deemed an opportunity to amend the Bidder's bid submittal.

NOTE: An Awardee of a Price Agreement established with RRPS has the opportunity to market a resultant Price Agreement to other New Mexico local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the District is entitled to revoke acceptance of the goods and/or services the District may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price; at the District's option. Seller shall reimburse the District for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. **ADDRESSES FOR NOTICES.** Any notice required to be given or which may be given under this ITB or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124

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

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

5. **BID SECURITY.** (INTENTIONALLY LEFT BLANK)

6. **BRAND NAME SPECIFICATIONS.** The manufacturers part and model numbers identified within this invitation for bids are used to describe the items desired and to establish minimum specifications, quality and performance requirements. *Note, this purchase is for the renewal of software licenses and therefore offers of alternate products will not be considered.*

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

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

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

10. **CLEAN UP.** (INTENTIONALLY LEFT BLANK)

11. **CONFLICT OF INTEREST.** Seller shall disclose to the District Purchasing Department the name(s) of any District employee or member of the RRPS Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. A District employee (or Board member) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/ Governing Board Member or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer,

director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of Interest Disclosure form with the District Purchasing Department.

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

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

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

15. DISRUPTION OF NORMAL ACTIVITY. All work shall be performed so as not to interfere with normal District activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by RRPS's authorized representative prior to commencement of the work.

16. DISCLOSURE OF BID SUBMITTAL CONTENTS: The bid shall be publicly opened. After a contract award has been made all bid submittals and documents pertaining to the bid submittals will be open to the public, except for the material that is proprietary or confidential. The District will not disclose or make public any pages of a bid submittal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid submittal in order to facilitate eventual public inspection of the non-confidential portion of the bid submittal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the District shall examine the Seller's request and make a written determination that specifies which portions of the bid submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the bid submittal will be disclosed. The bid submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

17. DISCOUNTS. If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct itemized invoice has been received by the District's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

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

19. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this ITB must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this ITB. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this ITB.

20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

21. **EQUIPMENT REQUIRED.** The Bidder shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this ITB except as otherwise noted in the Specifications.

22. **FOREIGN PAYMENTS.** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

23. **FINANCIAL STATEMENT REQUIRED.** (INTENTIONALLY LEFT BLANK)

24. **F.O.B.** Unless stated otherwise, the price for goods offered shall be F.O.B. the place of destination, and the place of destination is the District's designated campus address.

25. **GOVERNING LAW.** This solicitation and any resultant Purchase Order/Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

26. **GRAMM-LEACH-BLILEY ACT.** (INTENTIONALLY LEFT BLANK)

27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).
(INTENTIONALLY LEFT BLANK)

28. INDEPENDENT BUSINESS. Neither Seller nor any of its agents shall be treated as an employee of the District for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the District is not Seller's sole or only client or customer.

29. INSPECTION. The District may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of a resultant Purchase Order/Agreement. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the Specifications and/or Terms of Agreement.

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

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

32. INSURANCE REQUIREMENTS. (INTENTIONALLY LEFT BLANK)

33. LICENSES/PERMITS/EASEMENTS. The seller shall be responsible for obtaining, at his/her Seller's expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this ITB.

34. MINIMUM WAGE RATES AND PAYROLL SUBMITTALS. (INTENTIONALLY LEFT BLANK)

35. NEW MATERIALS REQUIRED. All materials and equipment delivered and/or installed under this ITB shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to RRPS's authorized representative.

36. OSHA REGULATIONS. The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this ITB. The Seller shall defend, indemnify, and hold RRPS free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

37. OPTION TO RENEW. (*INTENTIONALLY LEFT BLANK*)

38. OTHER APPLICABLE LAWS. Any provision required to be included in this solicitation or resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

39. OWNERSHIP. (*INTENTIONALLY LEFT BLANK*)

40. PATENT AND COPYRIGHT INDEMNITY. Seller shall indemnify, defend and hold harmless the District against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

41. PAYMENT TERMS. Upon written request from Seller for payment, the District shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

42. PAYROLL OR EMPLOYMENT TAXES. No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the District with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

43. PROTECTION OF CONFIDENTIAL DATA. (*INTENTIONALLY LEFT BLANK*)

44. PUBLIC WORKS PERFORMANCE AND PAYMENT BONDS: (*INTENTIONALLY LEFT BLANK*)

45. REFERENCES REQUIRED. The Bidder must furnish a minimum of three (3) references of organizations and/or businesses that Bidder has provided with similar goods and/or services. Preferably, RRPS references should not be given as one of the three (3) references. The organization's name, a contact, a telephone number and a brief description of the goods and/or services provided are required for each reference. Failure to submit the information may result in the Bidder's bid submittal being considered as non-responsive. RRPS may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The RRPS Purchasing Department will reject the bid submittal of any Bidder who is not a responsible Bidder or fails to submit a responsive bid submittal as defined in Section 13-1-83 and Section 13-1-85 NMSA 1978.

46. RELEASE RRPS GOVERNING BOARD. The Contractor shall, upon final payment of the amount due under a resultant Purchase order/Agreement, release the Governing Board of Rio Rancho Public Schools, their officers and employees, and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the Purchase Order/Agreement. The Contractor agrees not to purport to bind Rio Rancho Public Schools or the State of New Mexico

to any obligation not assumed in the Purchase Order/Agreement by the Governing Board of Rio Rancho Public Schools or the State of New Mexico unless the Contractor has express written authority to do so, and then, only within the strict limits of that authority.

47. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of goods and/or services provided under the Agreement for a period of at least five years after termination of the Agreement, and will allow access for inspection by Rio Rancho Public Schools, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

48. **REIMBURSABLE TRAVEL AND LIVING EXPENSES.** Any pre-negotiated travel and living expenses that Bidder may incur in providing RRPS goods and/or services pursuant to an Agreement, are limited to reimbursement for the actual cost of commercial “coach” airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per RRPS’s web site: <http://www.RRPS.edu/~purch/priceagree.html> . RRPS will not reimburse for any other travel and/or living expenses.

49. **RIGHT TO PROTEST.** This solicitation or the award of an ITB may be protested as provided for with the New Mexico Procurement Code and in accordance with RRPS Purchasing Department Protest Procedures.

50. **SCHEDULE DELAYS.** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify the District promptly will be a basis for determining the Seller responsibility in an otherwise excusable delay.

51. **SELLER’S EMPLOYEES AND AGENTS.** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the District. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the District as a result of this Purchase Order.

52. **SITE INSPECTION.** *(INTENTIONALLY LEFT BLANK)*

53. **SITE FAMILIARITY.** *(INTENTIONALLY LEFT BLANK)*

54. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the

drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

55. TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS): (*INTENTIONALLY LEFT BLANK*)

56. WAIVER. Any resultant Purchase Order/Agreement shall herein contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

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

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

SECTION III

Rio Rancho Public Schools (RRPS) Purchase Order STANDARD TERMS AND CONDITIONS

Effective: February 16, 2016

1. ACCEPTANCE AND REJECTION.

If prior to final acceptance, any goods or services are found to be defective or not as specified, or if RRPS is entitled to revoke acceptance of them, RRPS may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at RRPS's option. Seller shall reimburse RRPS for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. AGREEMENT

This Purchase Order is the sole and entire Agreement between the parties; any documents incorporated into this Agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by an appropriate RRPS official.

3. ASSIGNMENT

This Purchase Order is assignable by RRPS. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from RRPS.

4. CHANGES

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

5. CONFLICT OF INTEREST

Seller shall disclose to RRPS Finance Department the name(s) of any RRPS employee or member of the Governing Board who has a direct or indirect financial interest in the Seller or in the proposed transaction. An RRPS employee or member of the Governing Board that has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/member of the Governing Board or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the

Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with RRPS Finance Department.

6. DISCOUNTS

If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by RRPS's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

8. F.O.B

Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is RRPS's designated campus address.

9. INDEMNIFICATION AND INSURANCE

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of RRPS. Seller shall indemnify, defend and hold harmless RRPS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless RRPS against any joint and several liabilities imposed against RRPS with respect to strict products liability claims attributable to the fault of the Seller.

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

10. INDEPENDENT BUSINESS

Neither Seller nor any of its agents shall be treated as an employee of RRPS for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase

Order. Seller further declares that it is engaged in the same or similar activities for other clients and that RRPS is not Seller's sole or only client or customer.

11. INSPECTION

RRPS may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

12. INSTRUMENTALITIES

Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

13. OTHER APPLICABLE LAWS

Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

14. OWNERSHIP

Ownership of Documents - All documents which are prepared by the Vendor/Contractor or any member of the consulting team that form a part of its services under this Agreement are the sole property of RRPS and such works may not be reproduced nor distributed without the express written consent of RRPS and shall be delivered to RRPS upon termination and or completion of this Agreement if RRPS so requests. The Vendor/Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. RRPS shall receive all original drawings and the Vendor/Contractor shall retain a reproducible copy.

15. PATENT AND COPYRIGHT INDEMNITY

Seller shall indemnify, defend and hold harmless RRPS against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

16. PAYMENT TERMS

Upon written request from Seller for payment, RRPS shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

17. PAYROLL OR EMPLOYMENT TAXES

No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by RRPS with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

18. PENALTIES

The Procurement Code Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal

penalties for bribes, gratuities and kickbacks.

19. SELLER'S EMPLOYEES AND AGENTS

Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of RRPS. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of RRPS as a result of this Purchase Order.

20. TERMINATION AND DELAYS

RRPS may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. RRPS shall pay Seller as full compensation for performance until such termination: the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by RRPS, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. RRPS shall not be liable for consequential damages.

RRPS may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, RRPS may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by RRPS thereby, including incidental and consequential damages. If after notice of termination, RRPS determines Seller was not in default, or if Seller's default is due to failure of RRPS, termination shall be deemed for the convenience of RRPS. The rights and remedies of RRPS provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

21. TITLE AND DELIVERY

Title to the materials and supplies passed hereunder shall pass to RRPS upon acceptance at the FOB point specified, subject to the right of RRPS to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from RRPS's Finance Department. Time is of the essence and the purchase order is subject to termination for failure to deliver on time.

22. WARRANTIES

Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

23. WORKERS COMPENSATION

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

24. CAMPAIGN DISCLOSURE

a) The Seller will disclose all campaign contributions given by the Seller or a family member or representative of the Seller to any RRPS Governing Board member two years prior to the issuance of this purchase order, if the aggregate total of contributions given by the Seller or a family member or representative of the Seller to the RRPS Governing Board Member exceeds \$250 over the two-year period. The disclosure will indicate the date, amount, nature and purpose of the contribution. The disclosure statement will be on a form developed and made available electronically by RRPS’s Purchasing Department.

b) A Seller submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official will make a statement that no contribution was made.

c) A Seller or a family member or representative of the Seller will not give a campaign contribution or other thing of value to an applicable public official during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

SECTION IV

SCOPE OF WORK

A. Rio Rancho Public Schools is seeking bids from manufacturers and/or factory authorized and certified dealers and distributors for the purchase of Microsoft License Renewal identified within this invitation to bid.

SECTION V

RESPONSE FORM

BID AS FOLLOWS: Bid amounts include all equipment, parts, labor, material, freight, handling, shipping, insurance, dealer prep, registration, etc. – FOB Destination.
(Note, Bidders are encouraged to bid on any or all bid items listed)

LINE ITEM #1:

Quantity (216) Microsoft; (*Brand name only*)
 Mfr. SKU 9GS-00495
 CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic

<u>Unit</u>	<u>Qty</u>	<u>Extended</u>
Bid Amount: \$ _____	(216 unit)	\$ _____

Note: bid amount includes all parts, labor, material, freight, handling etc.

LINE ITEM #2:

Quantity (2134) Microsoft (**Brand name only**)
Mfr. SKU 2UJ-00001
DsktpEdu ALNG LicSAPk MVL Level B

	<u>Unit</u>	<u>Qty</u>	<u>Extended</u>
Bid Amount:	\$ _____	(2134 unit)	\$ _____

Note: bid amount includes all parts, labor, material, freight, handling etc.

LINE ITEM #3:

Quantity (1) Microsoft (**Brand name only**)
Mfr. SKU H30-00237
PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL

	<u>Unit</u>	<u>Qty</u>	<u>Extended</u>
Bid Amount:	\$ _____	(1 unit)	\$ _____

Note: bid amount includes all parts, labor, material, freight, handling etc.

LINE ITEM #4:

Quantity (2) Microsoft (**Brand name only**)
Mfr. SKU D87-01057
VisioPro ALNG LicSAPk MVL

	<u>Unit</u>	<u>Qty</u>	<u>Extended</u>
Bid Amount:	\$ _____	(2 unit)	\$ _____

Note: bid amount includes all parts, labor, material, freight, handling etc.

EXHIBIT A

Conflict of Interest-Debarment/Suspension Certification Form RIO RANCHO PUBLIC SCHOOLS SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT IS \$20,000 OR GREATER CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Governing Member of Rio Rancho Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any District of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the bid or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any District or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor.

DEBARMENT/SUSPENSION STATUS:

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to Rio Rancho Public Schools Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer but prior to the award of the /Purchase Order/Agreement or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name: _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT IS \$100,000 OR GREATER: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Bidder, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989
 - 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Bidder shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

**EXHIBIT B
OFFER SIGNATORY FORM**

THE FOLLOWING BIDDER INFORMATION MUST BE COMPLETED AND RETURNED WITH THE ITB.

SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM (INCLUDED). Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding a Purchase Order/Agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. *In addition, the attached "Resident Veteran Preference Certification" form (Exhibit D) must filled out, signed and accompany any ITB from any business wishing to receive a resident veteran's preference.*

RESIDENT BUSINESS PREFERENCE NUMBER: _____

RESIDENT VETERAN PREFERENCE NUMBER: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that the Bidder has examined this ITB with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Bidder hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this ITB and at the prices stated within the ITB.

The undersigned further states that the company submitting this ITB is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this ITB.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT C

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check the boxes below only if you are declaring Veteran Preference status.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or cancellation of the procurement involved if the statements are proven incorrect.

APPENDIX A

ITB Question Submittal Form
ITB#2017-005-IT

All written questions must be addressed to the Buyer for this ITB. Bidders are to submit written questions using the format below. Written responses to the questions received will be distributed by RRPS's Purchasing Department as addenda to this ITB solicitation.

Question #	Reference Page/Paragraph/Sec	Question