



ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

RFP #23-040RR

RFP TITLE: Janitorial Scheduled Services for Various District Facilities

NIGP Commodity Code: 91039

RFP Schedule

Action	Date & Time
RFP Issued	12/06/2022
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Pre-Proposal Meeting (Mandatory)	12/13/2022 @ 9:00AM (LOCAL TIME) APS Maintenance and Operations Department, Lincoln Conference Room, 1st Floor 915 Locust Street, SE Albuquerque, NM 87106
Deadline for Questions	12/16/2022 @ 5:00pm (local time)
RFP Due Date and Time	1/06/2023 @ 3:00pm (local time)
Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

RFP Buyer Contact Information

Name	Robert Russell
Phone Number	(505) 878-6123
E-Mail	Russell_R@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.

<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to due date and time. Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.**

RFP Term

Albuquerque Public Schools reserves the right to enter into a six (6) year contract with the awarded Offeror(s).

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OFFEROR'S GENERAL INSTRUCTIONS

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.

3. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.

Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.

Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.

4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’ s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.
9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.

11. **ADDENDUM(S)**: No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals. Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, “See Current Bids and RFPs”) prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.

12. **CORRECTIONS**: Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

13. **EXCEPTIONS**: Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.

14. **DISTRICT DISCRETION**: The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.

15. **BRAND NAMES**: Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications

16. **OFFEROR QUALIFICATIONS**: The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.

17. **AWARD**: APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.

18. **PREFERENCES**: RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

19. **TIMELY SUBMISSIONS**: All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS’s control including but not limited to: the District, its agents, and registered suppliers' respective internet service

providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time. If you have any questions contact the Buyer listed on the RFP documents for assistance.

20. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.
21. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
22. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
23. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
24. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
26. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

The Procurement Department might not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

28. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
- “**Agency**” shall mean Albuquerque Public Schools (APS)
- “**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.
- “**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
- “**Contractor**” shall mean the successful Offeror.
- “**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- “**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.
- “**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.
- “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- “**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.
- “**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.
- “**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.
- “**Owner**” shall be Albuquerque Public Schools.
- “**Purchase Order**” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.
- “**Request for Proposal**” or “**RFP**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- “**Responsible Offeror**” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.
- “**Responsive Offer**” or “**Responsive Proposal**” shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request, and will be limited to Producer Price Index (PPI) or 5% whichever is lower.
8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **TERMINATION:** Either party may terminate this contract as follows:
 - A. Termination by the Contractor
 1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. Termination by APS

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless Albuquerque Public Schools against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

14. **INSURANCE:** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000

Property Damage, per occurrence	\$1,000,000
Worker's Compensation and Employers Liability	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Board of Education
Albuquerque Public Schools

Certificate of Insurance forwarded to: Albuquerque Public Schools- Procurement Department
P.O. Box 25704
Albuquerque, New Mexico 87125

15. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
24. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES:** Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to accounts.payable@aps.edu. Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(s):** Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

1. REMEDIES

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. TERMINATION FOR CAUSE AND CONVENIENCE

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply

with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding or unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11 ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROTESTS

If any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

1. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her Designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

SCOPE OF WORK

OVERVIEW

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 4 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 75,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Scott Elder.

RFP SCHEDULE

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Janitorial Services.

SCOPE OF WORK

The scope of work of this contract will include complete janitorial services for APS District Facilities, which are listed within this proposal, from a certified, bonded Contractor. The District currently has seventeen (17) locations that require scheduled janitorial services. This number is subject to change and the District reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful contractor will be required to provide quality service with minimal service call backs.

Regular APS working hours are 7:00 a.m. to 5:00 p.m. Monday through Friday. Janitorial services rendered as part of this contract may be scheduled between the hours of 4:00 p.m. and 11:00 p.m., Monday through Friday. With prior approval of the M&O Building Services Manager, the site administrator, or their designees, weekend work may be performed between the hours of 7:00 a.m. and 11:00 p.m. The contractor should anticipate that some APS personnel might remain in the buildings during the hours of janitorial service. Work rendered as part of this RFP shall be coordinated with the site administrator for minimum interference with any special facility schedule.

PRE-PROPOSAL MEETING AND SITE INSPECTIONS

THERE WILL BE A MANDATORY PRE-PROPOSAL MEETING AND SITE INSPECTIONS OF SELECTED LOCATIONS on: 12/13/2022 @ 9:00AM (LOCAL TIME). Prospective proposers are requested to meet at the APS Maintenance and Operations Department, Lincoln Conference Room, 1st Floor 915 Locust Street, SE Albuquerque, NM 87106. The site inspections will allow the prospective proposers to become familiar with conditions that may affect the performance and cost of the contract. Preceding the site visits, an informational meeting will be held to allow for questions and clarifications concerning the District's RFP process and subsequent contract award. Failure on the part of the contractor to familiarize themselves with all conditions shall not constitute a basis for subsequent contract adjustment. A proposer who fails to attend a Pre-proposal conference/Informational Meeting will be held responsible for any information that could have been reasonably deduced from said attendance.

PROPOSERS' QUALIFICATIONS/EXPERIENCE

APS is requesting offers from Proposers who have significant experience in providing the janitorial services specified herein. In addition to completing the Technical Competencies Form (See Attachment E), a statement of qualification of the firm and a description of the company history and financial capability is required. Proposals must include definitive information regarding the experience and qualifications of the proposing company. Offers shall demonstrate that they have an adequate number of trained service personnel employed to

provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award

COMPETENCY OF CONTRACTORS

No contract will be awarded to a contractor who is not licensed in accordance with the law, who does not hold a license qualifying him/her to perform work under this contract, and who has not successfully performed on projects of similar character and scope. The contractor may be required, before the award of any contract, to show, to the complete satisfaction of the District, that it has the necessary ability, experience, and financial resources to provide the services specified herein in a satisfactory manner.

Generally, contractor history and references are required at a minimum. The District may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the District all information requested for this purpose.

DELIVERABLES REQUIRED OF SUCCESSFUL, CONTRACTOR

The successful Contractor(s) shall submit the following items to the District's Buildings Supervisor within thirty (30) days of initiation of the contract award:

- A. A complete work schedule for daily, weekly, and monthly, services for all facilities. Schedule shall include set day and location for monthly review meetings with the District's Buildings Supervisor or designee;
- B. A schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- C. A copy of the Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. A list of all cleaning products (brand names) to be utilized, and how each will be used.
- E. A list of all paper products (brand names) to be provided, the percentage of post- consumer recycled content for each, and which ones meet US EPA Guidelines.
- F. A copy of the Contractor's written safety program, and signed list documenting safety training of all employees prior to the commencement of the contract ;
- G. Documented list of employee training programs showing that all employees have been trained according to specifications of the bid prior to the commencement of the contract;
- H. The Contractor will run fingerprint and background checks of all personnel assigned to work locations that are in direct contact with students under this contract. **The following information must be provided to APS Police no less than 30 days prior to any employee's start of work:**
 - a. Full Name
 - b. Social Security Number
 - c. New Mexico Driver's License or ID number
 - d. Birth Date
 - e. Address

The District reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

- I. A detailed written work plan, which shall include the following:
 - a. Backup staffing plan to cover absenteeism, vacations, etc.;
 - b. The number and level of supervisors proposed;
 - c. The type and quantity of equipment to be used per building;

- J. The Contractor shall provide a list of type and quantity of equipment that will be utilized at each location in the performance of this contract. A copy of the specification of each type of equipment shall be attached to the proposal. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.

(Items K, L and M are required within ten (10) working days from notice of award)

- K. City of Albuquerque business license;

- L. Documentation (insurance certificates) showing compliance with the insurance requirements of the attached sample Non-Professional Services Agreement

- M. Enter into an Albuquerque Public Schools Services Agreement.

GENERAL PROVISIONS

The work covered under this contract consists of performing all operations in connection with the accomplishment of janitorial services in the buildings. The contractor shall furnish all labor, supplies, materials, equipment and supervision to perform satisfactorily the services specified herein at the frequencies and during the times shown.

Security: Contractor's personnel shall not be allowed in District facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to wear an APS issued identification badge issued by APS School Police. APS badge must be displayed at all time while performing services and proof of identity when requested to do so by District personnel. All spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished two (2) sets of master keys by the District to designated contractor employee on a custody receipt and shall be returned to the District on demand. Keys are assigned to specific contractor employees and shall not be shared between contract staff nor handed off to another contract employee. Any loss of keys must be reported to the District's Buildings Supervisor immediately. A charge of twenty-five dollars (\$25.00) will be made for each lost key. Keys are to be made only by the District. Should a lost or stolen key jeopardize the security of the particular District facility, the contractor shall be totally responsible for all costs incurred by the District in re-keying the lock system. Contractor is advised that this process could be quite costly. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and District personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke,

unusual odors, broken pipes or floods, and take appropriate safety measures.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures **ONLY IN THE AREAS** where work is in progress, and turning off all lights when work is completed.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

NOTE: The contractor shall make him/herself aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of District business.

Person-Hours: The Contractor shall provide no less than the minimum number of estimated hours per day or evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The District shall be the sole judge of any performance discrepancies.

Estimated Quantities: The quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the District reserves the right to adjust quantities as deemed necessary to meet its requirements.

Staffing and Personnel

1. **Supervisors** - The Contractor shall designate in writing to the District's Buildings Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 AM through 5:00 PM. The Contractor's Project Manager shall be the contract supervisor. A minimum of two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day. Contractor shall meet in conference with the District's Buildings Supervisor or designee at a time to be specified for administration of work, including review of inspection reports if requested. (District staff will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one-month period shall be reviewed by the District's Buildings Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.
2. **Personnel** - Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the District, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Buildings Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the District, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

3. Employee List - The Contractor shall provide to the District's Buildings Supervisor an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses and social security cards. Changes to the list shall be reported, in writing, to the District's Buildings Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the District's Buildings Supervisor, unless it is after hours, then the next business morning shall be acceptable.
4. Removal of Staff - The District requires the Contractor to remove all Contractor personnel from District property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. It is the responsibility of the Contractor to provide the proper training for their employees. The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation of these rules, or those established by the District, by the Contractor's personnel shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Executive Purchasing Director, for repeated non-compliance of these rules.
5. Backup Staff - The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The District reserves the right to request additional backup staff as deemed necessary.
6. Unauthorized Personnel - Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in District facilities.
7. Identification and Uniforms - The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and District. Closed-toe and heeled shoes shall be worn for proper safety of tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on District property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by District or security personnel. Any employee that does not comply with this requirement shall be required to leave District facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in District facilities. It is also desirable that vehicles used by the Contractor's employees be identifiable. This could be accomplished by temporary fixation of signage on the dashboard indicating the Contractor's name or other method mutually agreed upon by Contractor and District.
8. Prohibited Items - Contractor's employees shall be prohibited in the use or possession of the following items while working on District premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from District facilities and replaced with acceptable personnel.

9. *District and Personal Property of District Personnel* - The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the District and against unauthorized use of District and personal property, such as: telephones, radios, typewriters, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the District facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the District's Buildings Supervisor within twenty-four (24) hours.

Safety Program

The Contractor shall submit to the District, a written safety program. This program shall include at a minimum, detailed training procedures in the following:

- A. Safe work habits
- B. Safe use of cleaning chemicals (right-to-know) MSDS Sheets
- C. Safe use of cleaning equipment
- D. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
- E. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
- F. Recognizing hazardous or other materials, which are not allowed for use in this contract.

Safety Procedures

- A. All cleaning chemicals shall be stored in properly labeled containers at all times.
- B. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
- C. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the District facilities. Documentation of training completion shall be submitted to the District's Buildings Supervisor.

Employee Training Program

- A. The Contractor's employees shall be trained in the following areas, prior to being assigned to work:
 - a. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements;
 - b. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
- B. Prior to commencement of this contract, the Contractor shall submit to the District's Buildings Supervisor a complete documented training list. Failure to do so may result in delay of the Contractor's Notice to Proceed or in termination.

- C. All employees hired after the start of the Contract shall be trained in the same manner stated above. Documentation shall be submitted to the District's Buildings Supervisor prior to the employee starting work at District facilities.

Cleaning Schedule

- A. Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each location. These times are subject to change under the direction of the District's Buildings Supervisor.
- B. The Contractor shall provide the District's Buildings Supervisor a daily, weekly, and monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
- C. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 PM. All cleaning shall be completed before the start of next normal business day.
- D. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all District facilities, and provide to the District's Buildings Supervisor a copy of the monthly completed and scheduled work on the first workday of every month.

The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the District's Buildings Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday following completion of work.

Performance Standards

- A. It is the objective of the District to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the District is contracting for the complete performance of each cleaning job as specified in this contract.
- B. The District's Buildings Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The District's Buildings Supervisor shall also notify the Contractor of written complaint(s) received from building occupants. During the normal business hours for each facility, the Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the District's Buildings Supervisor or designee, or be charged a deduction.
- C. The District's Buildings Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
- D. Major problems require immediate attention, and shall be responded to and corrected within twenty four (24) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The District's Buildings Supervisor or designee shall have authority to classify a complaint as major or minor.

- E. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not empty, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
- F. Failure to clean an entire building or site shall result in a written notice for nonperformance. After occurrences of nonperformance, the District, at its discretion, may begin termination proceedings.

The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. If the Contractor does not respond in two hours, the Purchasing Agent may exercise the District's right to terminate for default.

- G. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

TECHNICAL SPECIFICATIONS

The following specifications are provided to allow prospective proposers the opportunity to submit their proposals on equipment and services which the proposer feels best meet or exceed the District's requirements.

General

The contractor shall furnish all labor, material, equipment and other services necessary for the complete janitorial cleaning at all facilities specified under the contract specifications. All equipment and materials shall be used per manufacturer's directions for each application. The janitorial team shall turn off all lights, secure doors and windows.

Janitorial Crews' Daily, Weekly, Monthly, and Annual Duties

These duties are to be performed by janitorial crews assigned to clean the buildings during non-business hours. The timeline for how often each task is to be performed (daily, weekly, monthly, etc.) at all Locations, unless noted otherwise.

A. General Tasks – Daily

1. *Trash and Recycling Receptacles* - All waste receptacles, recycling containers, and other trash containers within the building shall be emptied each night and returned to their initial locations. Trash and recyclables shall be separately transported and emptied into designated containers (e.g. recycling goes into recycling container and trash goes into trash container). Boxes, cans, papers, etc., placed near a trash receptacle and marked "trash" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of trash and recycling receptacles, and walls next to the receptacles, shall be damp wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Trash receptacle plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of trash within and from the buildings to outside trash dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all trash/recycle containers to exterior dumpster and dispose trash/recycle into dumpster. **DO NOT DRAG TRASH BAGS.** Liquid leaking from plastic bags being moved from trash receptacles shall be immediately cleaned.

1. Trash and Recycling Storage Areas - All trash shall be placed inside trash dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters.
2. Outside Entrances and Steps - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and trash. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.
3. Entrance Doors - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames and handles. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
4. Entrance Floors Inside - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.
5. Drinking Fountains - Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner.
6. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
7. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (**Goal for 100% of all areas to be vacuumed a minimum of twice per week**). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and trash receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
8. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
9. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, trash receptacles, desks and

other furnishings, behind doors, and comers, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.

10. Tables, Counters, Desks, Chairs, Sofas - Remove any non-permanent stains, spots, spills and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any trash. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by District.
11. Elevators (Locations with Elevators) - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.
12. Garage, Stairs and Stairwells (Locations with Garage, stairs, and stairwells) - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All trash shall be picked up. Damp clean railings.
13. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables and chairs.

B. Restroom Cleaning – Daily

1. Clean and Disinfect Toilets and Urinals (All Locations) - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. The Contractor's supervisor shall report all plumbing discrepancies to the District Project Manager.
2. Paper Products Dispensers - At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 20%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 10-15% of the sheets remain in the package. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the District Project Manager. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal

containers shall have a waxed paper liner or similar type product at all times, to be replaced daily or when they have been used. Coreless bathroom tissue and other similar products may be considered, but cannot be utilized without prior approval from the District's Buildings Supervisor.

3. Soap Dispensers- At minimum, soap dispensers shall be filled to within 2" of the top with foam or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues
4. Trash Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
5. Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
6. Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers. Any graffiti on changing stations shall be removed to the extent feasible.
7. Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, streaks and graffiti using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
8. Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using anon-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.
9. Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.

C. General Tasks- Weekly

1. Dusting - Dust all surfaces, including windowsills, banisters, hand rails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of book shelves and cabinets, etc. with a treated

microfiber cloth, or yam duster up to 80 inches from the floor. Dusting shall be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase.

2. Non-Carpeted Floors - Wet-mop **100%** of floor areas on a weekly basis. Floor shall be swept of vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.
3. Mop Heads - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

D. Restroom Cleaning – Weekly

1. Floor Drains - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
2. Restroom. and Floor - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

E. General Tasks – Monthly

1. Window: Wash inside lower sections of all windows: schedule with tenants.
2. AIC Supply Vents, Returns and Exhaust Fan Grills (All Locations) - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.

F. General Tasks –Annual

1. Strip and wax (minimum 3 coats) and burnish all tile floors
2. Clean carpets and mats/rugs with appropriate machines and methods depending on the fabric content.

Definitions

The following definitions apply unless otherwise noted.

Daily: Shall mean five (5) days per week, Monday through Friday, excluding holidays when service need not be performed, unless otherwise noted.

Holidays: Holidays include - *subject to change

- New Year's Day
- Martin Luther King Day
- President's Day
- Washington's Birthday
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday. Contractor shall be notified in advance if certain District buildings have additional closure dates.

Weekly: Shall mean one day per week.

MWF; TTh: Shall mean on Mondays, Wednesdays and Fridays; shall mean Tuesdays and Thursdays.

Monthly: Shall mean once per calendar month. All such work performed and completed in the last week of each month.

Quarterly: Shall mean every three calendar months arranged with the Buildings Supervisor.

Semi-Annually: Shall mean every six calendar months arranged with the Buildings Supervisor.

Annual: Shall be once per year, to be performed and arranged with the Buildings Supervisor.

Ceramic Tile Sealer: Apply protective sealer finish which adds luster but does not build up on floor surface. Clean: Remove all dirt, stains and marks with approved cleaner.

Damp Mop: Remove all surface dirt and stains with a mop and warm water containing detergent or floor cleaner as required and rinse.

Damp Wipe: Remove all surface dirt with a damp cloth.

Dust: Remove all loose dirt and debris. Treated cloths shall be used. Hi-Speed Buffing: Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.

Scrub: Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pads.

Spray-Buffer: Use floor machine equipped with spray buff pad. Apply solution and buff until dry.

Strip: Remove accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

Sweep: Remove all loose dirt and litter with sweeping tool and treated cloth; in places difficult to sweep, use brush or vacuum.

Vacuum: Remove all surface and embedded dirt with a high efficiency filter suction cleaner (Filtering down to particles 1 micron in size).

Wax: Apply appropriate number of coats of approved floor finish.

Facilities, Utilities, Supplies and Equipment

- A. Facilities - The District shall provide, without cost to the Contractor, janitorial closets or a designated place in each building. These areas shall be kept clean and neat by the Contractor at all times and shall only be used for the intended use (i.e. eating may not occur nor storage of any food or personal items). Supplies shall be stored in their proper place when they arrive. Empty boxes, bottles, containers, etc., shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
- B. Utilities - The District shall furnish all utilities to the Contractor at existing outlets. Any modifications to existing outlets for the Contractor's convenience shall be at the Contractor's expense. Prior written approval for any alteration shall be obtained from the District's Buildings Supervisor. The Contractor's Project Manager shall arrange for the work to be done and the costs shall be charged to the Contractor.
- C. Telephones - The District telephone policy limits use of its telephone extensions on the District system to calls relating to District business. The Contractor shall ensure that employees observe this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be the responsibility of the Contractor.
- D. Janitorial Supplies - The Contractor shall provide all cleaning chemicals which will kill all strains and variants of the coronavirus SARS-CoV-2 (Covid-19) and provide equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTMD2047).

The Contractor shall supply all products such as, toilet paper, hand towels, toilet seat covers, and hand soap, for all locations serviced under the contract. Products supplied shall be those designed for use in installed holders. The District reserves the right to change these specifications, including installed dispensers, throughout the life of the contract.

Supplies

Supplies are part of the proposal. Please refer to the following list for generally used supplies.

1. Toilet Paper - 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white.
2. Jumbo Tissue - 2-ply, white, properly sized for installed dispensers
3. Hand Towels - properly sized for installed dispensers with a minimum tensile strength of 15 in both directions
 - a. Multi-fold 9 ¼" x 9 ½", 250 per package, natural.
 - b. Single-fold 9 ½" x 10 5/8", 250 per package, natural.
 - c. Narrow-fold 9 ½" x 9 ½", 250 per package, natural.
 - d. C-Fold 10 ¼" x 13 ¼", 250 per package, natural.
4. Roll Towels
 - a. Perforated 9" x 11", 2-ply, 250 sheets per roll, white.
 - b. Non-perforated sized for installed dispenser.
5. Toilet Seat Covers - sized for installed dispensers.

6. Hand Soap - pH balanced; biodegradable; germicidal; antimicrobial skin cleaner, effective against a wide range of microorganisms; containing no alcohol; 800 ml or equivalent sized for installed dispenser.
7. Trash Can Liner - high-density poly.
8. Chemical Supplies: This list is not inclusive, but the minimum standards required:
 - a. Graffiti cleaner
 - b. Carpet spot remover/cleaner
 - c. Disinfectant
 - d. Germicide
 - e. Mild detergent
 - f. Metal cleaner/polish
 - g. Furniture polish
 - h. Bathroom deodorizers
9. The Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the contract that can be utilized by District personnel for the purpose of restocking the facilities' dispensers.

Day Porter

Day Porters will be stationed at locations:

Juvenile Detention Center (JDC)

Maintenance and Operations (M&O) Lincoln and "M" Building, and Facilities Design & Construction.

Day Porters assigned to locations above perform the same duties that are listed in Janitorial Crews' Daily, Weekly, Monthly, and Annual Duties for other locations. The difference is duties are done during the day versus after hours. The successful offeror will be required to provide scheduled janitorial services, as specified below, at the following APS buildings:

<u>BUILDING (Building Reference No.)</u>	<u>ADDRESS</u>
1) APS Berna Facio Professional Development Center	3315 Louisiana NE, Albuquerque
2) APS Rankin Training Center	720 Rankin Road NE, Albuquerque
3) APS South East Diagnostic	1710 Mesa Street SE, Albuquerque
4) APS Vision Quest Site (Hayes MS multiple portables)	1100 Texas St NE, Albuquerque
5) APS Vision Quest Site (John Adams MS) (multiple portables)	5401 Glenrio NW, Albuquerque
6) Medical site (Wilson MS one building)	1138 Cardenas SE, Albuquerque
7) APS Juvenile Detention Center	5100 2 nd Street NW, Albuquerque
8) APS Transportation Services Site	4201 Menaul NE, Albuquerque

<u>BUILDING (Building Reference No.)</u>	<u>ADDRESS</u>
9) APS Diagnosticians (Chaparral ES multiple portables)	6325 Milne Road NW, Albuquerque
10) Research Development & Accountability/ Data Services/Testing/Library (Two buildings)	930 A & B Oak St, Albuquerque
11) Maintenance and Operations Complex (Lincoln Building, Control Center, and numerous shop offices and restrooms)	917 Locust NE, Albuquerque
12) APS Mail Room	919 Locust NE, Albuquerque
13) Facilities Planning & Construction (One building)	915 Oak St NE, Albuquerque
14) APS City Centre (two towers)	6400 Uptown Blvd NE, Albuquerque
15) Print/ Graphics Shop (One building)	912 Oak St SE, Albuquerque
16) M Building (Maintenance & Operations)	912 Oak St, SE, Albuquerque
17) Food and Nutrition Services	800 Louisiana NE, Albuquerque

STAFFING

Size of crews (number of people) who will be providing janitorial services at each location

#	LOCATION	SIZE OF CREW (#of people)	HOURS PER DAY (total for crew)
1	APS Berna Facio Professional Development Center		
2	APS Rankin Training Center		
3	APS South East Diagnostic		
4	APS Vision Quest Site (Hayes MS multiple portable offices)		
5	APS Vision Quest Site (John Adams MS multiple portable offices)		
6	Medical site (Wilson MS one building)		
7	APS Juvenile Detention Center		
8	APS Transportation Services Site		
9	APS Diagnosticians (Chaparral ES multiple portables)		
10	Research Development & Accountability/Data Services/Testing/Library (Two buildings)		
11	Maintenance and Operations Complex (Lincoln Building, Control Center, and numerous shop offices and restrooms)		
12	APS Mail Room		
13	Facilities Planning & Construction (one building)		
14	APS City Centre (two towers)		
15	Print/Graphics Shop (one building)		
16	M Building (Maintenance & Operations)		
17	Food and Nutrition Services		

Contractor shall provide the above hours of service as the minimum service level.

QUESTIONS AND ANSWERS

Technical Competence, Experience, Past Performance, & Business Operations (Additional sheets may be attached)

1. Number of years of continuous business operation performing janitorial service? _____ years
- a. Is your company a: () CORPORATION () PARTNERSHIP () INDIVIDUALLY OWNED
2. Describe your experience in providing the requested janitorial services to other entities similar in size to APS.
-
-
-
-

3. Provide the TOTAL NUMBER of square feet cleaned by your company under your 2015 contracts.

_____ 1 million plus sq. ft.	_____ 500,000 to 999,999
_____ 250,000 to 499,000 sq. ft.	_____ 100,000 to 249,999
_____ 50,000 to 99,999 sq. ft.	_____ 20,000 to 49,999 sq. ft.
_____ 8,000 to 19,999 sq. ft.	_____ Under 7,999 sq. ft.

4. How many full-time employees do you currently have? _____

5. How many supervisors? _____

- a. How many supervisors do you have?
- i. Less than 3 years' supervisory experience _____
 - ii. 3 – 5 years' supervisory experience _____
 - iii. More than 5 years' supervisory experience _____

- b. Effective communication between Contractor's employees and District Staff is required.

How will you address this requirement?

c. For supervisors:

d. For Janitorial Staff

6. Describe your frequency, types and amount of training for:

Initial training – New Employees.

Ongoing Training – Current Staff

Operation Plan

1. Provide an organization chart outlining your management hierarchy (attach).
2. Does your company have a documentable Quality Control, Assurance and Improvement Program? If so, please describe.

3. Describe your implementation/start up plan(s) for this proposal.

4. Describe how your company provides relief personnel for employees who do not show up for work.

5. Describe how you would handle the Contract Management process.

6. Describe your commitment to maintaining District facilities per the specification and following the instructions provided.

7. Provide an inventory listing of the equipment your company uses to perform cleaning services listed above. Does your company own this equipment?

COST FORM

Janitorial Services Cost Form

It shall be the contractor's responsibility to verify all cleanable square footage per facility. Days and hours for cleaning of each building may be modified at the District's discretion throughout the life of this contract.

#	LOCATION	DAILY	WEEKLY	MONTHLY	ANNUALLY
1	APS Berna Facio Professional Development Center				
2	APS Rankin Training Center				
3	APS South East Diagnostic				
4	APS Vision Quest Site (Hayes MS multiple portable offices)				
5	APS Vision Quest Site (John Adams MS multiple portable offices)				
6	Medical site (Wilson MS one building)				
7	APS Juvenile Detention Center				
8	APS Transportation Services Site				
9	APS Diagnosticians (Chaparral ES multiple portables)				
10	Research Development & Accountability/Data Services/Testing/Library (Two buildings)				
11	Maintenance and Operations Complex (Lincoln Building, Control Center, and numerous shop offices and restrooms)				
12	APS Mail Room				
13	Facilities Planning & Construction (one building)				
14	APS City Centre (two towers)				
15	Print/Graphics Shop (one building)				
16	M Building (Maintenance & Operations)				
17	Food and Nutrition Services				

ADDITIONAL SERVICES AS PER REQUEST COST PER WORKER PER HOUR

1. Service during normal janitorial work hours
on a weekday with no less than 24-hours' notice
2. Service outside normal janitorial work hours
with no less than 24-hours' notice
3. Service during normal janitorial work hours
on a weekday with less than 24-hours' notice
4. Service outside normal janitorial working hour
with less than 24-hours' notice

Attachment A - Informational

The awarded offeror will be required to maintain a logs at each point of service recording daily, weekly, monthly and annual tasks performed. These logs will contain the date, task name and initials or name of the offerors staff who performed the work. These logs will be maintained and accessible, at a location designated by APS staff for inspection and review. Failure to adequately complete required tasks or maintain logs may result in adjustments to payment of invoices to work actually performed in accordance with the specifications in this RFP.

Please find example of spreadsheet log in Attachment A.

Example of log:

Example of payment based upon review and inspection:

Payment for weekly tasks for week of December 5th-9th 2022 \$ 100

4 out of 5 tasks performed or 80%

Payment for those weekly tasks \$80

EVALUATION CRITERIA

EVALUATION CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business, Native American Resident Business, New Mexico Resident Veteran Business or Native American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.

The Preference(s) does not apply if APS is utilizing federal funds.

*****The Offeror should contact Buyer for clarification of evaluation criteria or terminology*****

	Possible Points	Points This RFP
<p>Company Profile Submit detailed information describing your company’s qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company’s competence as it relates to the competencies required to perform the requested services.</p>	20	
<p>Experience Submit a minimum of three (3) past and/or current customers that your company has provided similar services as the requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.</p>	15	
<p>Assigned Personnel to APS Submit information of your company’s staff that will handle or manage all aspects of the awarded contract with APS. Include roles, responsibilities, staff resumes and organizational chart.</p>	15	
<p>Approach/Methodology Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work. Include detailed services that will be provided, timelines, milestones, deliverables, etc. as applicable.</p>	25	
<p>Pricing Submit detailed information stating your company’s pricing to provide services as requested in the Scope of Work.</p>	25	
<p>Total Possible Points</p>	100	
<p>Interview (if needed)</p>	50	
<p>New Mexico Resident Business or Native American Resident Business Preference: Eight percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.</p>	8	
<p>Veteran New Mexico Resident Business or Native American Resident Veteran Business Preference: Ten percent of the total possible points to a resident veteran business or native American resident veteran business preference</p>	10	
<p>Total Possible Awarded Points</p>	100-160	

SUBMITTAL REQUIREMENTS

ATTENTION:

Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

PROPOSAL – DETAILED REQUIREMENTS

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

Proposal Format -

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Please upload one file that contains all documentation in Vendor Registry.**

Letter of Transmittal
Company Profile
Experience
Assigned Personnel to APS
Approach/Methodology
Price Proposal
Required Forms

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM

SUBMIT WITH YOUR PROPOSAL

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept APS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature Date

Title (position)

– OR –

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

Signature Date

Title (position) Offeror Business Name



CONFLICT OF INTEREST, NON-COLLUSION AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of vendor**

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST, NON-COLLUSION 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: _____ **Date** _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____ City/ State: _____

BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

APPENDIX A, 44C.F.R. PART 118
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ALBUQUERQUE PUBLIC SCHOOLS
TERMS AND CONDITIONS
STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Cost Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Byrd Anti Lobbying Certification SIGNED- For Federal Purchases**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

** If items are not completed as required, your proposal may be deemed non-responsive.*