



Issue Date: May 3, 2012

**REQUEST FOR PROPOSALS  
FOR  
SANITATION/TRAINING AND CLEANING SUPPLY  
PROGRAM**

**RFP # 12-067PS-SL**

**ALBUQUERQUE PUBLIC SCHOOLS**

**FOOD & NUTRITION SERVICE**

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# I. INTRODUCTION

## 1.0 Overview

The Albuquerque Public Schools, seeks a contractor to provide sanitation/training and cleaning supply program for kitchen sites in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for service and product related projects as needed by the district.

## 1.1 Purpose of this Request for Proposals

The Food & Nutrition Service of the Albuquerque Public Schools is requesting proposals for outlining a plan to provide sanitation/training service and cleaning supply program for school service operations on demand.

This RFP is intended to solicit responses from qualified firms that are interested in providing the services listed below.

- Provide an on-going sanitation/training service and cleaning supplies program as needed for all 139 schools and/or contracted sites in the Albuquerque Public School District.
- Provide ongoing HACCP compliance training as required by the USDA Food Safety Plan Guidance. Service is to be provided by personnel that can demonstrate competence in complex food safety and HACCP issues facing school food service departments.
- Service personnel who are to be Serv-Safe and/or HACCP certified.

## 1.2 Scope of Procurement

The scope of procurement is to secure an agreement with a contractor who has the ability and resources to, and will, provide services and product as needed by the district with opportunities for doing business with departments, schools, and charter schools for the Albuquerque Public Schools.

## 1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Priscilla A. Saavedra  
Title: District Buyer  
Address: P.O. Box 25704  
Albuquerque, NM 87125  
Telephone: 505-878-6117  
Fax Number: 505-830-1161  
Email: [saavedra\\_pr@aps.edu](mailto:saavedra_pr@aps.edu)

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Buyer. Offerors may contact **ONLY** the Procurement Buyer regarding the procurement. Other Albuquerque Public Schools employees do not have the authority to respond on behalf of APS.

## 1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

- 1.4.1 “**Agency**” or “**APS**” means Albuquerque Public Schools.
- 1.4.2 “**Award**” or “**Award of Contract**” shall mean a formal written notice by APS that APS has selected a firm(s) to enter into a contract for services.
- 1.4.3 “**Close of Business**” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- 1.4.4 “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.
- 1.4.5 “**Contract Manager**” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.
- 1.4.6 “**Contractor**” means a successful Offeror who enter into a binding contract.
- 1.4.7 “**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.8 “**Desirable**”—The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.9 “**Department**”: For the purposes of administrating the RFP and associated proposals, “Department” means the Food & Nutrition Services.
- 1.4.10 “**Determination**” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.11 “**Director**”: The Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.12 “**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.13 “**Evaluation Committee**” means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.

- 1.4.14 “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.15 “**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.16 “**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.17 “**Milestone**” means a significant event in a project, usually the completion of a major deliverable.
- 1.4.18 “**Albuquerque Public Schools Employee**” means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.19 “**Offer**” means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*
- 1.4.20 “**Offeror**” is any person, corporation, or partnership that chooses to submit a proposal.
- 1.4.21 “**Procurement Manager**” means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.22 “**Purchasing Agent**” means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.23 “**Request for Proposals**” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.24 “**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.25 “**Responsive Offeror Responsive Proposal**” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.4.26 **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

1.4.27 **“Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after May 3, 2012, AND the contract(s) sought as a result of that solicitation was/were awarded after May 24, 2012.

1.4.28 **“Solicitations”** means ITBs and RFPs.

1.4.29 **“Volume”** means RFP documents to be placed in individual sections as outline in response format and organization. Volume #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.

## **1.5 Background Information**

This section provides background on the Albuquerque Public Schools sanitation/training service and cleaning supply program which may be helpful to the offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Food & Nutrition Service of Albuquerque is responsible for the National Schools Lunch and/or School Breakfast Programs and is required to implement a Food Safety Program based on the principles of, “Hazard Analysis & Critical Control Points” (HACCP).

APS is the largest school district in New Mexico and one of the nation’s largest school districts covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 139 schools: 13 high schools, 10 alternative high schools, 27 middle schools, 89 elementary schools plus 33 Charter Schools in 2010-2011. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants.

The successful offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.



## II. CONDITIONS GOVERNING THE PROCUREMENT

### 2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and conditions governing the procurement.

### 2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	5/3/12 (Thurs)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	5/7/12 (Mon)
2.2.3.	Deadline To Submit Additional Questions	Potential Offerors	5/10/12 (Thurs)
2.2.4.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	5/15/12 (Tues)
2.2.5.	Submission of Proposal	Offerors	5/24/12 (Thurs) 11:00 a.m.(MDT)
2.2.6.	Proposal Evaluation	Evaluation Committee	TBD
2.2.7.	Selection of Finalists	Evaluation Committee	TBD
2.2.8.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.9.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.10.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.11.	Contract Award	Albuquerque Public Schools	TBD
2.2.12.	Protest Deadline	Offerors	15 Days after the Contract Award

### 2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

#### 2.2.1 Issue of RFP

This RFP is being issued by the Food & Nutrition Services and the Procurement Department of the Albuquerque Public Schools.

### **2.2.2 Return of Acknowledgements of Receipt of Form for Distribution List**

Potential Offerors **must** hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and delivered to the Procurement Manager not later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

### **2.2.3 Deadline to Submit Additional Questions**

Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

### **2.2.4 Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are unacceptable in this case.)**

Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name shall be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to [www.aps.edu/procurement](http://www.aps.edu/procurement) and click on “See Current Bids and RFP’s” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. Any amendment(s) must be acknowledged in the RFP response in Binder #2. **Failure to sign and return any amendment(s) will be considered as non-responsive and RFP response will be rejected.**

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued, time permitting.

### 2.2.5 Submission of Proposals

ALL OFFEROR PROPOSALS **MUST** BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT BUYER OR DESIGNEE NO LATER THAN 11:00 AM MOUNTAIN DAYLIGHT TIME ON MAY 24, 2012. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Name: Priscilla A. Saavedra  
Title: Procurement Buyer  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 600W  
Albuquerque, NM 87110

Name: Priscilla A. Saavedra  
Title: Procurement Buyer  
US Postal Service Delivery APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125

Telephone: 505-878-6117  
Fax Number: 505-830-1161  
Email: [saavedra\\_pr@aps.edu](mailto:saavedra_pr@aps.edu)

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the "Sanitation/Training Services & Materials for Nutrition Sites" RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

### 2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee (EC's) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### 2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

### 2.2.8 Best and Final Offers From Finalists

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror's oral evaluation.

### **2.2.9 Oral Presentation/Interview by Finalists (if required)**

APS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

### **2.2.10 Finalize Contract**

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process or reserves the right to cancel the award.

### **2.2.11 Contract Award**

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

This contract shall be awarded to the offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

### **2.2.12 Protest Deadline**

Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name	Mark Heckart, C.P.M.
Title	Procurement Director
Hand Carry or Courier Address:	Albuquerque Public Schools 6400 Uptown Blvd. NE, Suite 600W Albuquerque, NM 87110
Telephone:	(505) 878-6112
Fax No:	(505) 830-1161
E-Mail:	<a href="mailto:Heckart_m@aps.edu">Heckart_m@aps.edu</a>

Name	Mark Heckart, C.P.M.
Title	Procurement Director
US Postal Service Delivery Address:	Albuquerque Public Schools P.O. Box 25704

Albuquerque, NM 87110  
Telephone: (505) 878-6112  
Fax No: (505) 830-1161  
E-Mail: Heckart\_m@aps.edu

Protests received after the deadline will not be accepted.

## **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru 13-1-199 NMSA 1978 and applicable procurement regulations.

### **2.3.1 Acceptance of Conditions Governing the Procurement**

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

### **2.3.2 Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

### **2.3.3 Contractor Responsibility**

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

### **2.3.4 Subcontractors**

The contractor shall not enter into any Subcontract under this contract.

### **2.3.5 Fingerprints and Background Checks**

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may

be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or a cashier's check or money order in the amount of \$33.00 payable to Board of Education.** Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

### **2.3.6 Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

### **2.3.7 Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **2.3.8 Proposal Offer Firm**

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

### **2.3.9 Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will 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.

Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be

disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **2.3.10 No Obligation**

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of offeror services until a valid written contract is approved.

### **2.3.11 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

### **2.3.12 Sufficient Appropriation**

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department's decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

### **2.3.13 Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

### **2.3.14 Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### **2.3.15 Basis for Proposal**

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

### **2.3.16 Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

### **2.3.17 Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

### **2.3.18 Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

### **2.3.19 Offeror Qualifications**

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

### **2.3.20 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **2.3.21 Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

### **2.3.22 Notice**

The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### **2.3.23 Proposal Acceptance Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.



### **2.3.24 Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### **2.3.25 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the Agency.

### **2.3.26 Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

### **2.3.27 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

### **2.3.28 New Mexico Employees Health Coverage**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than May 10, 2010, the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of APS.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.

### III. RESPONSE FORMAT AND ORGANIZATION

#### 3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

#### 3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

#### 3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. Within each section of their proposal, offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of RPFs and RFP will be considered as non-responsive and will be rejected if copies are not submitted**

#### 3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (Also reference paragraph 3.4.5 Marking of Binders.)

#### 3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

##### 3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. See Definition of Terminology for "Volume" Page 2.

**Volume #1 (Mandatory)** [1 original + 5 copies (6 separate binders total) required]

- a. Letter of Transmittal Form Copy (Original in Volume #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (Optional\*)
- d. Response to Specifications

**Volume #2 (Mandatory)** [1 original + 1 copy (2 separate binders total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)
- c. New Mexico Employees Health Coverage Form (Appendix C)

- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment Form (Appendix F)
- g. Statement of Confidentiality (Appendix G)
- h. Offeror Information/Signature Page (Appendix H)
- i. Submittals Check Off List (Appendix I)
- h. Addendum(s) if applicable

**Volume #3 (Optional)** [1 original + 5 copy (6 separate binders total) required]

Any Supporting Materials (refer to 3.4.6 below)

\*Optional Proposal Summary is for informational overview only and will not be scored.

### **3.4.2 Order of Items**

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

### **3.4.3 Inclusion of Completed Form**

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

### **3.4.4 Costs, Rates, or Expenses Discussion**

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

### **3.4.5 Marking of Volumes**

Proposal volumes should be clearly labeled and numbered. The original copy of each volume should be clearly marked as "Original" on the front of the binder.

### **3.4.6 Other Supporting Material**

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Volume #3. While the material in Volume #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

### **3.5 Letter of Transmittal**

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and placed in Volume #2, and a copy placed in Volume #1.

## **SPECIFICATIONS**

### **4.0 Overview**

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

### **4.1 Information**

#### **4.1.1 Funding**

Funding will be made available through the Food & Nutrition Service; however, funding is contingent upon state and federal appropriations.

The contract must be in compliance with both federal and state laws.

#### **4.1.2 Agency Resources/Facilities Provided Buyer**

The site manager, will provide the needed support for any training required by eh sanitation and cleaning supply program.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for services.

The Food and Nutrition Director or designee will be the primary contact and may coordinate services for other sites, schools, and/or charter schools with the Contractor.

#### **4.1.3 Work Performance**

For the purpose of preparing proposals, Offerors are to assume that on-site work will be performed at various APS sites, schools, and/or charter schools in Albuquerque, New Mexico. Contractor's management staff may be expected to complete a fingerprint and background check if project is located at a school or charter school.

### **4.2 Scope of Work**

The Food & Nutrition Service is the owner requiring the work. However, each department, school, or charter school may require sanitation/training and cleaning supplies as needed.

### **4.3 Scope of Procurement**

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule to be determined after award of contract and upon receiving all required approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS.

In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress.

Price escalation will be considered for the renewal period only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documentation must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the Scope of Work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Contractor may decline renewal with no penalty and APS will re-bid. This procurement may result in multiple awards.

Although this contract is being bid on behalf of Food & Nutrition Service, individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

### **4.4 Technical Specifications**

In preparation of proposals, Offerors are encouraged to present "other processes, solutions, and/or guidelines" to address the minimum types of key services and elements described in the Scope of Work for sanitation/training and cleaning supply program as needed by the district.

Work shall include a minimum of the activities set forth below:

- Contractor will provide ongoing site based food safety and sanitation training to all district food service sites. In-service visits every two weeks during initial start-up training period and as needed or requested by Operations Manager or Food Service Director. Initial training period should be for no less than one month. Ongoing service and training shall be provided no less than every operational month and as needed or requested by Operations Manager or Food Service Director. Implementation of complete program and training for each kitchen to be completed within one month of bid award. Vendor shall provide sufficient personnel to facilitate and coordinate complete implementation of this program. Provide bi-lingual (Spanish) instruction to staff as requested by Operations Manager or Food Service Director.
- Contractor will provide a computerized service and training reports after each visit as requested by District Director. Reports are to be sent to Gloria Kozeliski; Operations Manager and Mary Swift, Food Service Director and others. Reports will include site name, site supervisor, date and time spent at each site and a detail of training, services, and cost of cleaning supplies provided. Hard copies of these reports will be also provided to each site. Vendor will provide ongoing HACCP compliance training as required by the USDA Food Safety Plan Guidance.

Vendor will provide a written verification mechanism for surveying food service sites to document and verify site compliance with local health and safety regulations, district policy and, "USDA" Food Safety Plan Guidance". This will be provided, in addition to the computerized service and training documentation, on a routine basis as required by the Director of Food and Nutrition Services. Provide for an annual recognition and award program for sites that demonstrate excellence in HACCP Compliance, food safety and sanitation. This will include both site and individual recognition. Above referenced documentation will be used as the basis for these awards.

- Contractor will provide a presenter and materials for a minimum of two (2) all staff in-service meetings on a food safety, sanitation or professional growth topic to be coordinated with the Director and/or Operations Manager. This may include multiple presentations within a period of one week depending on the department's needs. Provide just-in-time delivery to each food service site for cleaning materials, training materials and supplies related to this program. Vendor will provide to each food service site all necessary, "Material Safety Data Sheets" (MSDS) for chemical materials as required by OSHA's "Hazardous Communications ACT" and "Right to Know" laws. Vendor will coordinate with food service Operations Manager, a program to insure the food service department complies with OSHA, "Right to Know" rules and regulations. This will include staff training and compliance monitoring. Supply and post material usage charts and other instructional signage related to this program throughout the food service area. All charts, posters, instructional signage support materials, bottles, containers, etc. will clearly be marked in both English and Spanish. Provide a minimum 48 hour response time to any site request for additional materials or technical assistance. Service is to be provided by personnel that can demonstrate competence in complex food safety and HACCP issues facing school food service departments. Service personnel who are Serv-Safe and HACCP certified are required.
- Any and all services awarded must be implemented and completed by the awarded vendor directly. Third-party instruction, training, maintenance, etc. will not be allowed:
- Vendor will provide Serv-Safe instruction and certification to all appropriate staff as needed. The cost of service will only include the cost of materials.

The following list is not intended to be comprehensive, but to give the potential contractor some idea of the variety of items which may be called for, including but not limited to the following:

- All-purpose floor-cleaner – Used for removing heavy soil, grease and other substances off floors, walls, table tops, counters and all washable hard surfaces.
- Heavy Duty Pot & Pan Detergent – Used for Manual cleaning and scrubbing of pots, pans, kettles, sheet pans and utensils.
- Sanitizer – For sanitizing pots, pans, utensils, fixed equipment, food contact surfaces and wiping cloths.
- Germicidal Detergent – For cleaning and disinfecting tables, sneeze guards, glass, stainless steel, bathroom fixtures and other general cleaning.
- Degreaser – For oven cleaning and heavy-duty degreasing of floors, fryers, hoods, racks and other difficult to clean surfaces.

## **Testing Procedure Follows:**

Each prospective contractor must furnish to APS Procurement Division with this RFP all cleaning supplies which your company is offering for testing purposes. Such products will be furnished at the sole expense of the contractor.

1. Procurement and Food & Nutrition Service will schedule a date and time to conduct testing.
2. The buyer and the assistant buyer will transfer context of all products into generic containers for use in testing.
3. The products will be labeled with different letters of the alphabet.
4. Procurement will provide a series of questions regarding each product as APS designees begin testing of each product.
5. If questions arise regarding product, buyer will contact all Offeror's by e-mail to answer any questions.
6. Product will be weighted as 40 points being the highest.

## **4.5 Mandatory Specifications**

**FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

### **4.5.1 Authority to Provide Sanitation/Training, and Cleaning Supply Program for Nutrition Sites.**

Offeror must have the legal authority to provide sanitation/training and cleaning supply program to public school districts in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

### **4.5.2 New Mexico Employee Health Coverage Form**

The Offeror must agree with the terms, complete, signed, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

### **4.5.3 Campaign Contribution Disclosure Form**

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191-1 any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

### **4.5.4 Conflict of Interest and Debarment/Suspension Certification Form**

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

#### **4.5.5 Statement of Confidentiality Form**

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

#### **4.5.6 Warranty/Guarantee**

All manufacturers' length of warrantee(s) must be provided in the Request for Proposal. Also, the guarantee shall describe the quality level, design and performance of the cleaning supplies that shall be offered. Include as (Appendix H) with this proposal.

Any merchandise provided under this contract, which is or becomes defective during the guarantee period shall be replaced by the successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original supplies. The successful Offeror shall make any such replacement immediately upon receiving notice from the District.

#### **4.5.7 Product Submittal**

Samples, of all cleaning supplies, product information, and technical data must be submitted with proposal for product testing. APS does not provide written request for samples other than this proposal.

The burden of proof shall lie with the bidder.

Sample of product(s) must reference the RFP number and your company name listed on outside of packages.

Regardless of instructions, APS reserves the right to request more samples at any time during the evaluation process. The samples received will determine quality, and durability. All samples are to be of the same quality as those materials to be supplied by the successful bidder(s) upon bid award. Samples shall be free of charge. Include all literature as (Appendix I) with this proposal.

#### **4.5.8 Knowledge of Federal, State and Local Governmental Site Based Food Safety, Sanitation and Training Policies and Procedures.**

Offeror must have knowledge and be in compliance of federal, state and local government policies and procedures for site based food safety and sanitation training. Submit certifications received for OSHA and HACCP. Offeror must submit a detailed narrative describing how they meet this requirement.

#### **4.5.10 Testing of Cleaning Supplies**

Cleaning supplies will be tested and rated based primarily upon the quality of product. Specify if products are green. In addition to the 10 points for testing, a maximum of ten (10) extra points will be issued for green products.

APS will then review the overall cost for the entire program, which includes all cleaning supplies, training, reports and anything else pertinent to the scope of work. The Offeror with the highest score overall will be awarded the purchase agreement.



#### 4.5.11 Cost

Offerors must complete the Cost Response Form found in Appendix D and return it with the proposal.

This must be submitted in Volume #2 that is identified with your firm's name and labeled 'COST PROPOSAL'. Specify the brand, hourly cost, monthly cost, and annual cost, exclusive of tax. Note that all invoices must coincide with the rate schedule and listed as a separate item as finally negotiated. At time of award, APS will assign a price agreement number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc. and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

**Any portion of this section pertaining to cost must be submitted in Volume #2 marked "COST PROPOSAL" and must be submitted with Proposal. *Note: no cost information is to be included in the Offeror's technical proposal.* Offers shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)**

#### 4.5.12 Oral Presentation/Interview (if required)

If selected as a finalist, the offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the Procurement Manager. The proposed on-site Customer Service Manager shall present the offeror's proposal to the Evaluation Committee.

#### 4.6. Desirable Specifications

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

##### 4.6.1 Corporate Experience

Offeror should submit a detailed narrative describing their relevant experience of their proposed program manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual(s)

##### 4.6.2 Program Manager Experience

Offeror should submit a detailed narrative describing the relevant experience of their proposed program manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual(s) is qualified to perform the required work. Offerors should also submit a current resume of their proposed program manager(s).

The documentation should thoroughly describe how the proposed program manager(s) has supplied

expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

#### **4.6.3 Corporate References**

The proposals should include three (3) external references from clients who receive similar services. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contract person;
- d. Telephone number of contract person;
- e. E-mail address of contact person;
- f. Type of services provided and dates services were provided.

Do not use APS as a reference.

#### **4.6.4 Program Manager References**

Two external references should be provided for the proposed program manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contract person;
- d. Telephone number of contract person;
- e. Type of services provided and dates services were provided.

#### **4.6.5 Offeror's Rational for Selection**

Offeror should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

#### **4.6.6 Specific Knowledge Requirements**

The offeror should specifically address their knowledge in EACH of the following areas:

4.6.6.1 Experience/practical knowledge of HACCP, OSHA and Serv-Safe Principles in concurrence with federal, state and local government bodies.

4.6.6.2 Knowledge/ability to perform the site training and supply of products to meet the requirements of this RFP.

#### 4.6.7 Project Plan

The offeror should submit, as part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract.

#### 4.6.8 Proximity of Albuquerque

4.6.8.1 Offeror must identify the physical location of the office from which proposed services will be provided.

4.6.8.2 Offeror must provide detail explanation of how all services will be provided to principal or designee not physically located near the office.

#### 4.6.9 Proposed Additional Support Services

Offeror must describe in detail other support services deemed necessary to enhance communication access for designee(s) of the Albuquerque Public Schools.

#### 4.6.10 effectiveness of Cleaning Products

Sample Products will be required for testing purposes and such product will be furnished at the sole expense of contractor. Laboratory or similar product analyses, if necessary will be at the expense of APS.

### V. EVALUATION

#### 5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

#### 5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

	Factor	Points
5.2	<b>Mandatory Specifications</b>	
5.2.1.	Authority to Provide Sanitation/Training Services & Cleaning Supply Program	0*
5.2.2.	New Mexico Employee Health Coverage	0*
5.2.3.	Campaign Contribution Disclosure Form	0
5.2.4.	Conflict of Interest and Debarment/Suspension Form	0
5.2.5.	Statement of Confidentiality Form	0
5.2.6.	Warranty/Guarantee	0*
5.2.7.	Product Submittal	0*

5.2.8.	Knowledge and in Compliance of Federal, State and Local Government Site Based Food Safety, Sanitation/Training Policies & procedures	10*
5.2.9.	Ability to Manage Sanitation/Training & Cleaning Supply Projects of this Scale	20*
5.2.10	Testing of Cleaning Supplies (Testing: 10 Points/Green Product 10 extra points for a total of 20)	20*
5.2.11	Cost	20
5.2.12	Oral Presentation/Interview (if required)	100
5.3	<b>Desired Specifications</b>	
5.3.1.	Corporate Experience	10
5.3.2.	Program Manager Experience	10
5.3.3.	Corporate References	10
5.3.4.	Program Managers References	10
5.3.5.	Offerors Rational for Selection	5
5.3.6.	Specific Knowledge Requirements	20
5.3.7.	Project Plan	20
5.3.8.	Proximity of Albuquerque	5
5.3.9.	Proposed Additional Support Services	5
5.3.10	Effectiveness of Cleaning Products	40
	Total Points without Oral Presentation/Interview	185
	Total with Oral Presentation/Initial Presentation (if required)	285

\* Pass/Fail only. No points assigned.

## 5.2 Mandatory Specifications

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

### 5.2.1 Authority to Provide Sanitation/Training Services and Cleaning Supply Program

Pass/fail only.

### 5.2.2 New Mexico Employee Health Coverage

Pass or fail

### 5.2.3 Campaign Contribution Disclosure Form

Pass or fail

**5.2.4 Conflict of Interest and Debarment/Suspension Form**

Pass or fail

**5.2.5 Statement of Confidentiality Form**

Pass or fail

**5.2.6 Warranty/Guarantee**

Pass or fail.

**5.2.7 Product Submittal**

Pass or fail.

**5.2.8 Knowledge, and in Compliance of Federal, State, and Local Government Site Based Food Safety, Sanitation & Training Policies and Procedures.**

Points will be awarded based on the knowledge indicated in the offeror’s response.

**5.2.9 Ability to Manage Sanitation/Training & Cleaning Supply Projects of this Scale**

Points will be awarded based on the strength and credibility of the offeror’s response.

**5.2.10 Testing of Cleaning Supplies**

Points will be awarded based on the quality of the product submitted. In addition to the 10 points for testing, a maximum of ten (10) extra points will be issued for green product.

**5.2.11 Cost**

Awards will be based primarily upon the quality of product verses cost.

The evaluation of each Offeror’s proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 20 \text{ Awarded Points}$$

**5.2.12 Oral Presentation/Interview (if required)**

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

### **5.3 Desired Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

#### **5.3.1 Corporate Experience**

Points will be awarded based on the documented evidence of provision of comparable services and applicability of the offerors previous experience as it relates to the needs of the RFP.

#### **5.3.2 Program Manager Experience**

Points will be awarded based on an evaluation of the proposed program manager's experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

#### **5.3.3 Corporate References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror's services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the offeror's overall performance. The Evaluation Committee may call any or all of the references.

#### **5.3.4 Program Manager References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the program manager's previous work, the timeliness of the work, his or her performance to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.

#### **5.3.5 Offeror's Rational for Selection**

Points will be awarded based on the strength, logic and credibility of the response.

#### **5.3.6. Specific Knowledge Requirements**

For each sub-area, points will be awarded on the depth of the knowledge indicated in the offeror's response.

#### **5.3.7 Project Plan**

Points will be awarded based upon the schedule and commitment/preparedness for multi-site training, response plan, and appropriate training tools/documentation.

#### **5.3.8 Proximity of Albuquerque**

Points will be awarded based on the offeror's ability to meet the needs of the district in the

Albuquerque metropolitan area.

### **5.3.9 Proposed Additional Support Services**

Points will be awarded based upon the ability to meet the current and future needs, thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the offeror's proposed additional support services.

Points will be awarded based on ability to meet the needs of the Albuquerque Public Schools comprehensive high schools and alternative high schools.

### **5.3.10 Effectiveness of Cleaning Products**

The samples received will be tested for quality, durability; the cleaning product(s) must work efficiently. Cleaning product shall contain no hazardous ingredients as per OSHA regulations and clean without generating noxious fumes.

## **5.4 Evaluation Process**

Offeror will be evaluated in general compliance with the provisions provided below.

5.4.1. All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

5.4.2 The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

5.4.3 The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

5.4.4 Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

5.4.5 The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

5.4.6 Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

#### **5.4.6.1 Determination of Finalist Offerors**

A maximum total of 185 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine

the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the evaluation committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

#### 5.4.6.2 Finalist Offerors Oral Presentation/Interviews

A maximum total of 285 points are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

5.4.6.3 Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

5.4.6.4 Proposal Evaluation – The Selection Committee will review each Offerors’ proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member’s point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

5.4.6.5 If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

5.4.6.6 Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (lowest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

5.4.6.7 In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 20 \text{ Awarded Points}$$

The Lowest Responsive Offeror’s cost will be divided by the Offeror’s cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.



5.4.6.8 Final Rankings – All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A	Tie ( $1^{st} + 2^{nd} / 2 = 1.5$ )
Firm B	Tie ( $1^{st} + 2^{nd} / 2 = 1.5$ )
Firm C	3rd ( = 3)

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

5.4.6.9 Point Calculations - All calculations of point standings, including any additional or deduction of points to offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

5.4.6.10 Notice of Award – Awards will be based primarily upon the overall evaluation scores, which include price and quality of product and overall program. As described in 5.1.

Delivery comprehensiveness and currency of price and the best interests of the District will be factors in bid award.

Sample product will be required for testing purposes and such product will be furnished at the sole expense of the contractor. Laboratory or similar product analyses, if necessary, will be at the expense of APS. Facility visits may also be scheduled.

**This RFP will be an “All or None” award.**

5.4.6.11 Notice of Award - The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

**APPENDIX A**

**REQUEST FOR PROPOSALS  
ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP NO. 12-067PS-SL  
SANITATION/TRAINING AND CLEANING SUPPLY PROGRAM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment I.

The acknowledgement of receipt must be should and returned to the Procurement Manager no later than close of business on May7, 2012. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**Firm does/does not (circle one) intend to respond to this Request for Proposals.**

*Priscilla A. Saavedra  
Procurement Manager  
Albuquerque Public Schools  
6400 Uptown Blvd. NE, Suite 600W  
Albuquerque, NM 87110  
Phone number (505) 878-6117  
Fax number (505) 830-1161*

*E-mail: [saavedra-pr@aps.edu](mailto:saavedra-pr@aps.edu)*

**APPENDIX B**

**LETTER OF TRANSMITTAL FORM (BINDER #1)**

**RFP NO. 12-067PS-SL  
SANITATION/TRAINING AND CLEANING SUPPLY PROGRAM**

Item #1 to 4 EACH **MUST BE RESPONDED TO**, Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPSAL.**

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/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of 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.)

**APPENDIX C**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**RFP NO. 12-067PS-SL**

**SANITATION/TRAINING AND CLEANING SUPPLY PROGRAM**

1. If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies by signing this agreement, to have in place and agree to maintain the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than May 10, 2012, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
  
2. Contractor agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
  
3. Contractor agrees to advise all employees of the availability of State publically finance health care coverage programs by providing each employee with a minimum, the following website link to additional information: <http://insurenemexico.state.nm.us/>

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**COST RESPONSE FORM**

**RFP NO. 12-067PS-SL  
SANITATION/TRAINING AND CLEANING SUPPLY PROGRAM**

The Offeror listed below submits the following monthly and annual rate not including New Mexico Gross Receipts Tax for sanitation/training and cleaning supply services program to complete the requirements as outlined in this RFP for the Albuquerque Public Schools.

The cost will be evaluated by the hourly cost, monthly cost, annual cost, or combination thereof. Since there are several cost option scenarios, points will be calculated to reach an applies-to-applies comparison within each scenario that is most advantageous to APS after reviewing all Offeror's responses.

<b>BRAND/PROGRAM</b>	<b>HOURLY COST</b>	<b>MONTHLY COST</b>	<b>ANNUAL COST</b>
	\$ _____	\$ _____	\$ _____

Enclose cost of all cleaning product(s) offered and any supporting information Binder #3 (Optional)

**Cost Proposal(s) must be submitted in Binder #2 only and identified with the Offeror's name and "COST PROPOSAL".**

**Offeror Name:** \_\_\_\_\_

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP NO. 12-067PS-SL SANITATION/TRAINING & CLEANING SUPPLY PROGRAM

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) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX F**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM  
SANITATION/TRAINING & CLEANING SUPPLY PROGRAM  
RFP NO. 12-067PS-SL**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced 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. \_\_\_\_\_

**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 Procurement 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 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: \_\_\_\_\_  
Name of Person Signing (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name of Company (typed or printed): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**APPENDIX G**

**FOOD & NUTRITION SERVICE  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

**SANITATION/TRAINING & CLEANING SUPPLY PROGRAM  
RFP NO. 12-067PS-SL**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Office of the Food & Nutrition Service (FANS) and forever thereafter, to keep confidential all information and material provided by FANS 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 any client, vendor, or other party transacting business with FANS and not to release, use or disclose the same except with the prior written permission of FANS. This obligation shall survive the termination or cancellation of the Contract between Contractor and FANS 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 FANS or to the owner of such information, inadequately compensable in damages and that, accordingly, FANS 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)

\_\_\_\_\_  
(Date)

APPENDIX H

OFFEROR INFORMATION/SIGNATURE PAGE

SANITATION/TRAINING & CLEANING SUPPLY PROGRAM  
RFP NO. 12-067PS-SL

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR

\_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

ALTERNATE SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

**APPENDIX I**

**SUBMITTALS CHECK OFF LIST  
SANITATION/TRAINING & CLEANING SUPPLY PROGRAM  
RFP NO. 12-067PS-SL**

	<b>Appendix</b>	<b>Binder #1 Yes/No</b>	<b>Binder #2 Yes/No</b>	<b>Signed</b>
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		X	
2.	Letter of Transmittal Form (Appendix B)	X	X	
3.	New Mexico Employees Health Coverage Form (Appendix C)		X	
4.	Fee Response Form (Appendix D)		X	
5.	Campaign Contribution Disclosure Form (Appendix E)		X	
6.	Conflict of Interest and Debarment Form (Appendix F)		X	
7.	Statement of Confidentiality Form (Appendix G)		X	
8.	Offeror Information/Signature Page (Appendix H)		X	
9.	Submittal Check off List (Appendix I)		X	
10.	Addendum(s) (if applicable) (E-mail replies are unacceptable in this case.)		X	
11.	Verified all pages are numbered and included in each individual binder.	X	X	

**Note: All original appendices must be included in Binder #2 except as noted above. Appendices not included in Binder #1 or #2. RFP will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and the date and time by proposal due date and time.**

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date