

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSAL # 24-009
Dining Services Management
NGIP: 96138**

<p>New Mexico Highlands University is seeking proposals from qualified and experienced food service management company to provide dining management services on behalf of NMHU.</p>			
<p>Date Request for Proposal 24-009 Issued: April 22, 2024</p>		<p>Date and Time Request for Proposal Is Due: Prior to 2:00 pm local time on June 19, 2024</p>	
<p>NMHU Point-of-Contact(s): Ms. Jennifer Madrid, CPO Director of Purchasing</p>	<p>Email: rfp@nmhu.edu</p>	<p>Phone Number: (505) 454-3053</p>	<p>Fax Number: (505) 454-3109</p>

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking responses (hereinafter called “Proposal”) for the services as requested in this Request for Proposal Number 24-009, its attachments and subsequent addendums (hereinafter called “RFP”). You/your firm’s (hereinafter called “Offeror”) Proposal is to provide responses to all of the requirements set forth within the RFP.

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein. NMHU reserves the right to cancel this RFP in whole or in part at any time if it is in its best interests of the University and/or if the State appropriation for this project to the university does not transpire. An award will be based on several weighted criteria, as provided herein. Proposals may not be withdrawn from Offeror for ninety (90) calendar days after the actual date of the closing.

For definitions or clarifications to terms, refer to Section VII of this document.

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of offer, your point of contact (hereinafter called “POC”) will be limited to the NMHU Purchasing Department. Jennifer Madrid have been designated as the contact persons for this RFP. No Offeror may contact any NMHU employee, officer or member of the Board of Regents other than Ms. Madrid or their designee regarding this RFP through the date of the execution and award of the Contract. Any Offerors who make such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Offeror’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC at rfp@nmhu.edu Any question, statement or response from the POC or other individual from NMHU that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addendums. NMHU will not be responsible for any misinterpretations, discrepancies or contradictory information that Offeror may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question(s) and response(s) will be shared with all Offerors, with personal information removed to ensure anonymity.

By signing below, Offeror signifies that he understands all of the terms and conditions of this RFP, its Attachments and all subsequent addendums and agrees to cause himself/herself or his/her firm to be bound by them. Only an authorized agent of the Offeror’s company may sign this document.

 Name of Firm Tax Identification No.

 Authorized Representative Name Title

 Signature Date

Provide point of contact of Offeror:

 Name Title

 Mailing Address

 Telephone Number(s) Fax Number

 Email Address

SECTION I GENERAL INFORMATION

TABLE OF CONTENTS

Section II	Purpose and Specifications
Section III	Scope of Work
Section IV	Proposal Format
Section V	General Information
Section VI	Evaluation Components
Section VII	Submittal Procedures
Section VIII	Instructions to Offerors
Section IX	Information on Current Dining Program
Section X	Required Submittals

PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	April 22, 2024
Mandatory Pre-Proposal Conference	May 03, 2024 at 1:30 pm (refer to Section V, letter B)
Last Day to Submit Requests for Clarification	To be received by 5:00 pm on May 17, 2024
Proposal Submittal Deadline	Prior to 2:00 pm on June 19, 2024
Evaluations of Proposals	Approximately three weeks
Presentations (if necessary)	TBD
Notice to Proceed with Negotiations	Approximately one week following completion of evaluations or presentations
Award of RFP and Execution of Contract	Following successful negotiations
Commencement of Services	TBD
Protest Deadline	TBD.

SECTION II PURPOSE AND SPECIFICATIONS

New Mexico Highlands University is seeking proposals from qualified and experienced Food Service Management Companies (hereinafter called “Offeror”) to provide certain food and beverage services on NMHU’s mail campus in Las Vegas, NM. The successful Offeror shall have demonstrated ability to successfully partner with a small multifaceted University and ensure excellent, financially sound, dynamic, creative, and high-quality dining operations and services.

NMHU will chose a Contract Administer to oversee the Contract resulting from this RFP. The Contract Administrator role is to provide excellent, high quality, cost-effective service that support the University community. Thee expectations for the Dining Service Program include:

- A. Enhance the quality of life for students, faculty, staff, alumni and visitors;
- B. Contribute to the prestige of the institution; and
- C. Realize a financial return to NMHU.

The purpose of this RFP is to articulate NMHU’s objectives for its Dining Services Program as well as well as its proposal submittal requirements.

SECTION III SCOPE OF WORK

DESIRED SCOPE OF WORK

- A. The scope of the Contract includes provision and management of the following food and beverage operations and services (“Base Services”) on NMHU’s Las Vegas campus:
 - 1. One (1) Residential Dining (“All YOU Care to Eat”) Location in the Student Union Building;
 - 2. One (1) Coffee Shop location in the Student Union Building;
 - 3. To be the preferred Caterer for the campus;
 - 4. Summer Camp/Conference Dining Services and Late-Night Food Options; and
 - 5. Other current or future dining locations and/or services, as mutually agreed to by University and the successful Offeror.
- B. The following operation are alternate options (“Optional Location”) to the Contract with no guarantee by NMHU for inclusion:
 - 1. Convenience Store located in the Student Union Building
 - 2. Concession Services for Athletic events and Ilfeld Auditorium; and
 - 3. Retail Dining Location on the North end of campus (Stu Clark).
- C. The following operations are excluded from the Contract:
 - 1. Beverage and food vending services;
 - 2. Food service operation at NMHU’s Golf Course.

PROGRAM AND SERVICES EXPECTATIONS

NMHU has developed the following program and service expectations for the Contract. The successful Offeror will be the one whose Proposal reflects the most creative and comprehensive understanding of these needs in conjunction with advantageous financial terms to NMHU.

A. Programmatic Expectations

- 1. Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle;
- 2. An innovative portfolio of service concepts that:
 - a. May include a mix of popular brands (national, regional, local, and international) that are popular with the University community;
 - b. Provides a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as “all you care to eat”, fast casual and quick service (“fast food”);
 - c. Offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumers lifestyles; and
 - d. May Include 10% locally sourced foods from Las Vegas area and state of New Mexico.

3. A diversity of food and beverage choices within operations and across the system that:
 - a. Address the broad range of consumer preferences;
 - b. Includes entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.; and
 - c. Offers a broad range of healthy choices.
4. Hours of service that support student lifestyle needs across campus, including options for student taking evening and weekend classes in the academic core, or attending athletic events, as well as late night alternatives for residents.
5. Pricing to the consumer that is competitive with “the street” catering pricing that is competitive with off-campus caterers and that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu.
6. A commitment to offering regularly scheduled special event programming designed to encourage participation and build community.
7. A meal plan program and policies that:
 - a. Offer multiple, high quality and affordable plan configurations for resident students;
 - b. At NMHU’s option, allow broad use of Flex Points at the convenience store and retail dining location(s) across campus; and
 - c. Offer plan configurations for non-residents that are flexible, affordable and aggressively marketed.
8. Merchandising and food presentation that showcases the products offered and offers strong eye appeal.
9. An intentional and committed approach to staffing that results in:
 - a. Staffing levels that are matched to customer demand so that services is fast, efficient, and high quality;
 - b. Friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills; and
 - c. Staff members that communicate effectively with customers when in positions of regular interaction with customers.

B. Management Expectations

1. A professional food service management provider that is a leader in the field, offers a best practice and high-quality approach to residential dining, retail dining, catering and convenience stores, and views NMHU as a primary account and an incubator for new programs, services, technologies and management strategies;
2. District and regional management support that is present, involved, responsive and that enables on site management to be nimble decision makers;

3. An on-site management structure that provides dedicated managerial and supervisory resources for each service segment of the program, a dedicated, on-site resource for financial management and reporting, and appropriate on-site resources for administrative and technology support;
4. An on-site management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of NMHU's Dining Services Program. The management team should be collaborative with NMHU, its key stakeholders and employees, with a communication strategy that is proactive and accessible;
5. District and regional management that is experienced and adept at partnering with a growing university in meeting evolving campus needs;
6. Production, service and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with NMHU where required;
7. Programs and standards that enforce safe food handling, proper sanitation, Hazard Analysis Critical Control Point (HACCP) standards and health department requirements;
8. Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of NMHU-owned resources;
9. Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability and financial reporting a NMHU; and
10. Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program.

C. Human Resources Expectations

1. Human resource practices that are industry leading, and that support workplace diversity, employee retention and generally reflect the human resource practice of NMHU;
2. Fair and competitive wages that are attractive in comparison to the local food service industry;
3. Employee benefits that include affordable health and life insurance for employees;
4. A significant and ongoing focus on technical and service training for all employees, designed to maintain high standards across the program;
5. Preferential hiring of qualified, existing dining staff of the current food service provider; and
6. A strong focus on the hiring, retention and advancement of student employees, at wage rates that are competitive with other student employment options on campus.
(Note: Student Work Study Funds are not available for the Food Service Contractor as these funds are used by other departments at NMHU.)

D. Wellness Expectations

1. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned food at all service locations, with results that are measurable;
2. Provision of comprehensive information that is easily accessed by the customer on the content of foods served in the Dining Services Program, including ingredients statements for food allergies and sensitivities, and nutritional information, and
3. An ongoing program of customer education on issues pertaining to nutritional health, weight management and wellness.

E. Marketing and Business Development Expectations

1. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales and catering sales that is collaborative and coordinated with NMHU in articulating a seamless message, and includes quantitative and qualitative success measurement;
2. Provision of a professional marketing person whose assignment will be marketing the NMHU Dining Services Program;
3. Annual marketing plans customized to NMHU's unique needs and target audience, including creative use of communication modalities including social media; and
4. Proactive analysis of new business opportunities, in coordination with NMHU, including the potential for service expansions and additions.

F. Sustainability Expectations

1. A commitment to recycling that, at a minimum, matches and evolves with NMHU's recycling and sustainability programs; and
2. A sustainability program designed to address five key areas:
 - a. **Purchase and transport of food** – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Energy efficient transportation from farm to campus.
 - b. **Preparation** – Initiative to ensure that management, kitchen and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - c. **Disposal** – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling and other efficient waste disposal mechanisms.
 - d. **Innovation and Education** – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to employee about innovations and reasons for operational

decisions in food service.

- e. **Sustainable design** – Incorporation of sustainable design principles in construction projects undertaken on behalf of NMHU.

G. IT Expectations

- 1. Provision of on-site management or technical personnel appropriately trained in the software systems used by NMHU in operating the Dining Services Program.
- 2. Offeror to use NMHU POS system (CBORD). Offeror to provide their own credit card machines that will integrate with NMHU technologies, including by not limited to Ellucian; or a system that can provide the reporting that NMHU requires.

H. Financial and Compensation Expectations

- 1. A fair and balanced compensation agreement that supports both the Offeror and NMHU in meeting their respective financial objectives;
- 2. Compensation to NMHU sufficient to cover NMHU’s direct and indirect costs of the Dining Services Program;
- 3. Provision of a contributed capital investment plan offered by the Offeror, designed to support the capital development needs of the Dining Services Program over the life of the Contract; and
- 4. Compensation structure to the successful Offeror that will comply with Revenue Procedure 97-13 or otherwise avoid private activity under Section 141 of the Internal Revenue Code of 1986 and related Treasury Regulations.

In summary, the selected Offeror shall provide NMHU with all food service management and operation personnel, technical support, training, food products, supplies, materials, systems and effort necessary to operate the Dining Services Program at a level of high quality that consistently meets or exceeds NMHU’s expectations and Offeror’s industry standards.

PROGRAM REQUIREMENTS

Following is a description of the operations included in the Contract, along with relevant program requirements. Additional information can be found in Sections VIII and X

A. Residential Dining

- 1. Fiscal Year 2023/2024:
 - a. Minimum Service Hours – Academic Year
 - Monday – Friday, 7:00 am – 7:00 pm
 - Saturday – Sunday, 10:00 am – 7:00 pm
 - b. Minimum Service Hours – Summer: As required by Summer Conference Schedule
 - Monday – Friday, 7:00 am – 2:00 pm
 - c. Estimated Annual Operating Day

(exclusive of Summer Conference Service): 220

- d. Seats: 24/7 Plus private dining room with 58 seats

B. Retail Dining

1. Fiscal Year 2022/2023:
 - a. Minimum Service Hours – Academic Year:
Monday – Friday, 7:00 am – 10:00 pm;
 - b. Minimum Service Hours – Summer:
Monday – Friday, 8:00 am – 2:00 pm
 - c. Estimated Annual Operating Days: 225
 - d. Seats: 67

C. Catering Service

To be the preferred caterer for the campus. NMHU's catering needs encompass the potential for a wide range of event types daily and throughout the year, including coffee breaks, buffets, plated events, and receptions for groups large and small. Service levels range from drop-off caterings to fine dining events. Thus, while the majority of caterings will be coffee breaks or drop off meals (salads, box lunches, etc.), the Offeror must have the capability to provide a variety of waiter-served hot and cold meals as well, including upscale menu offerings.

1. **Service Hours:** Events typically occur Monday through Friday, 7:00 am – 7:00 pm, with the potential for occasional events in the late evenings or on weekends;
2. **Online Ordering:** As part of its initial capital investment, the Offeror shall be required to provide an on-line, interactive software platform for web-based Catering orders, substantially similar to Caterbase or Catertrax; and
3. **Pick Up Catering Guide:** In addition to its regular catering menu, the Offeror shall be required to provide a selection of budget friendly catering menus for pick up as opposed to delivery.

D. Summer Camp/Conference Dining Services

1. Summer camp and conference business is a vital component of NMHU's housing and dining program, and provides a unique opportunity to showcase the NMHU campus experience to guests who may not be familiar with NMHU. The Offeror will be required to operate summer camp and conference dining services on a per unit basis, providing creative and attractively priced menu options to summer camp and conference event planners.

E. Optional Locations

Offerors are encouraged, but not required to propose operations for the following location, to be awarded at NMHU's sole option:

1. **Convenience Store:** Located in the Student Union Building NMHU will provide its current inventory of equipment and smallwares for the successful Offeror's use in operating the Dining Services Program. Offeror will be responsible to perform due diligence in understanding the equipment and operational capabilities of each facility included in the Contract, and will be responsible to provide all additional equipment and/or smallwares necessary to support its proposed service concepts. Information regarding NMHU-owned equipment and smallwares will be provided in the first addendum to this RFP.

NMHU will provide its current inventory of equipment and smallwares for Offeror's use in Operating the Dining Services Program. Offerors will be responsible to perform due

diligence in understanding the equipment and operational capabilities of each facility included in the contract, and will be responsible to provide all additional equipment and/or smallwares necessary to support its proposed service concepts. Information regarding NMHU owned equipment and smallwares will be provided in a subsequent addendum.

PRE-OCCUPANCY PLANNING

Upon notice of Contract award, the successful Offeror and its on-site management team shall immediately begin Pre-Occupancy Planning to ensure Fulfillment of all its obligations. The successful Offeror will be expected to provide professional Pre-Occupancy coordination services upon execution of the Contract, the expenses of which will be borne by the successful Offeror. The successful Offeror will be expected to attend meeting as required by NMHU to ensure a smooth transition into full operation. Expected move in date December 09, 2024.

ABOUT NMHU

For more than a century, NMHU has served as a leading academic, cultural and economic Institution for the communities of Northern New Mexico. Entering its 131st year, NMHU Continues its historic mission as Northern New Mexico's University on its main campus in Las Vegas and centers in Farmington, Santa Fe, Rio Rancho and Albuquerque.

As a student-centered, publicly supported, regionally based, comprehensive university offering programs in liberal arts, sciences and professional disciplines NMHU brings together students from distinctive cultural, socioeconomic, linguistic, geographic, religious and educational backgrounds. NMHU is committed to programs that focus on its multi-ethnic student body with special emphasis on the rich heritage of Hispanic and Native American cultures that are distinctive to the State of New Mexico and particularly to Northern New Mexico.

All food services locations the successful Offeror is expected to operate are located on the NMHU campus located in Las Vegas, NM. In 2012 NMHU opened a newly constructed Student Union Building (hereinafter called "SUB") which houses the cafeteria; the retail dining restaurant, currently occupied by the Purple Brew; and the convenience store; all of which are operated by the current food service provider. The SUB was funded by tax-exempt bonds.

Located at the SUB, is the coffee shop, currently named the Purple Brew. The coffee shop carries Starbucks products.

Additional information about NMHU history, campus map, residence and apartment housing is available at www.nmhu.edu, while information about San Miguel County and the City of Las Vegas and surrounding area can be found at www.lasvegasnm.org or <http://lasvegasnewmexico.com>.

A. NMHU Campus Demographic Information

1. Main Campus Student Headcount

Semester	Number of Main Campus Undergraduate Headcount	Number of Main Campus Graduate Headcount
Spring 2024	1518	1072
Fall 2023	1731	1109
Summer 2023	551	628
Spring 2023	1511	1119
Fall 2022	1634	1176
Summer2022	462	616
Spring 2022	1398	1159

2. Student Residence Capacity

Campus Residents

Traditional Halls 459

University Apartments 62

Total 521

3. Actual Student Resident Occupancy

Semester	Actual Occupancy
Spring 2024 (YTD)	473
Fall 2023	523
Summer 2023	52
Spring 2023	461
Fall 2022	459
Summer 2022	50
Spring 2022	444
Fall 2021	431

4. Faculty/Staff Count

Most are Assigned to the Main Campus (not including students)

Total Staff and Faculty Headcount 672

B. Dining on Campus

- NMHU is committed to providing excellent, delicious and healthy food to the University community as a means of enhancing community and contributing to the academic and social mission of NMHU. NMHU is in the final year of a eight-year contract with the current food service provider, who oversees the day-to-day operations of NMHU’s residential dining program, existing coffee shop and summer

camp/summer conference dining, as well as provides non-exclusive catering services to the University community. Currently all students living on campus are required to purchase one of the following meal plans that are structured as follow but are subject to change:

306 meals plus 355 Flex dollars per semester "A", \$2,744 per semester
251 meals plus 420 Flex dollars per semester "B", \$2,380 per semester
200 meals plus 485 Flex dollars per semester "C", \$2,005 per semester
437 Flex dollars "Purple & White", \$437 per semester

2. **Beverage Pouring Rights**

NMHU has a beverage contract with Swire Pacific Holdings Inc. dba Swire Coca-Cola USA. The Offeror will be required to adhere to all aspects of this established contract, as well as future pouring rights contracts entered into by NMHU.

SECTION IV PROPOSAL FORMAT

A. PROPOSAL FORMAT

Your Proposal must encompass and address all the expectations of NMHU as identified in **this RFP**. So that NMHU can systematically evaluate all Proposals, please present your submittal in the following format. We recommend that you include concise but complete information about your company, emphasizing why you believe your company to be uniquely qualified to operate the Contract for which you are proposing. Please note that, if a short-list is selected, the short-listed Offerors may have the opportunity to make a formal, in-person presentation to the Selection Committee; however, NMHU may base their selection solely on the Proposals received.

A. **Executive Summary** – Maximum Length: five (5) pages

Provide an Executive Summary of your Technical Proposal. The Executive Summary should touch on all components of your Technical Proposal but highlight those features that you believe best demonstrate the advantages of selecting your firm for the Contract. Please note that the Executive Summary for the Financial Proposal must be issued in a sealed envelope with the rest of the Financial Proposal submittal.

B. **Technical Proposal** – Maximum Length: seventy-five (75) pages – excluding required menus, renderings, and attachments.

a. **Corporate Expertise**

In order to evaluate the depth of your corporate expertise, provide key information about your corporate capabilities in the following areas. The narrative provided is limited to a maximum of one (1) page in length for each topic referenced below and should include information on corporate-wide programs, performance standards and metrics, unique features, key initiatives and the corporate support structures available.

1. Company Overview
2. Menu and Culinary Development
3. Quality Control of Food and Services
4. Marketing
5. Wellness
6. Sustainability
7. Food Safety and Sanitation
8. Equipment and Facility Maintenance
9. Cost Control
10. Performance Measurement

b. **Accounts**

Provide a complete list of campus dining accounts not renewed or lost in the U.S. over the past twenty-four (24) months, including account name, client name and contact information.

c. **Proposed Service Concept – Residential Dining Services**

Provide your proposed service concept for the Dining Service Program location required in the RFP:

1. Describe the number, type and brand identity of each service platform. The proposal should reflect the maximum creativity and range of choice that will

accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today's customer – quality products, rotational variety, authentic offerings and speed of service and variety are paramount;

2. Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day;
3. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours and operating days are to be the same as those outlined in this RFP.
4. NMHU desires the Offeror to promote and support special events and programs throughout the year at the residential dining venue, including theme and holiday events. Provide a description and proposed “typical semester” calendar of special events and programs you propose; and
5. Describe your Company's philosophy, tools and practices for assessing the success of existing residential service platforms and implementing new concepts and/or refreshing existing concepts over the life of the Contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.

d. Proposed Service Concepts – Retail Dining Services

Provide your proposed service concepts for each Retail Dining location required in the RFP.

1. Proposed service concepts, including the style of service (quick service, waiter service, etc.), menu, pricing and brand identity, identifying any national and regional brands. Each operation should reflect maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today's customer – quality products, speed of service and variety at a fair price are paramount, as well as the ability to take food “to go”;
2. Provide a full menu with pricing and key portion sizes. For locations that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day;
3. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours and operating days are to be the same as those outlined in this RFP;
4. Proposed promotional calendar of retail special events/program you propose for the first year of the Contract; and
5. Describe your Company's philosophy, tools and practices for assessing the success of existing retail concepts and implementing new concepts and /or refreshing existing concepts over the life of the Contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.

e. **Non-Exclusive Catering Services**

Provide your proposed Catering program, which must include on-line ordering and invoicing capabilities. NMHU's needs include a wide range of catered events daily and throughout the year, and at carrying levels of service and pricing. In responding to this requirement, it is important to demonstrate an understanding of the range of services and pricing required.

- I. Provide a minimum three tier service structure to maximize service to customers (Offerors may propose variations to the structure below):
 1. **Budget Service:** Food and beverages available for pick up with no Offeror set up or bus service.
 2. **Value Service:** Drop off buffet service with limited set up and bus service limited to clean up.
 3. **Full or Premium Service:** Buffets or served meals with full wait staff and bus service.

Additionally, provide menus and/or pricing for the following:

1. **Coffee Breaks or Beverage/Snack Breaks:** Service for meeting with refreshments.
2. **Hors d'oeuvres/Receptions:** Could be a stand-alone event or reception prior to a banquet.
3. **Ancillary Pricing:** Charges such as bar service minimums/service fees, mandatory gratuity, flowers, linen charges, delivery charges, etc.

Note: The Catering menus requested above may be issued as an Attachment to your Proposal and do not count towards the number of submittal pages limit.

- II. Describe your operating standards for delivery, set-up, staffing and clean up for events. In particular, describe the techniques you use to ensure that the quality of service for catered events will meet or exceed the expectation of customers.
- III. Provide detailed information on the composition, features and capabilities of the Catering software system you propose.

f. **Summer Camp/Summer Conference Service**

Provide sample menus, including portion sizes and pricing for summer camp and summer conference dining. Describe your standards for event planning, food quality, presentation, staff and representation of NMHU to attending guests.

g. **Convenience Store (if Proposing)**

1. Proposed operating hours and operating days throughout the year;
2. Provide a full listing of menu and product offerings (including brand names) along with proposed pricing structures. In addition submit proposed menu, product offerings, and the pricing structure for the stores on a flash drive as an Excel file or a Word document;
3. Discuss your methodology for tracking sales by product and adjusting product lines to optimize sales; and
4. Describe any merchandising and special promotions techniques you utilize to maximize sales volumes.

h. **Year One Campus Marketing Plan**

1. Provide your proposed Year One Marketing Plan for the Campus Dining Services Program structured to meet the requirements outlined in this RFP. Your plan must be a custom plan developed to meet NMHU's unique marketing needs – "canned" approach will be viewed negatively by the Evaluation Selection Committee. Each element of the proposed

plan must include a description of how Offeror will measure success in implementing the plan, along with specific performance measures that will be utilized.

2. Describe the corporate staff support and resources the on-site management team will receive in developing and implementing the proposed Marketing Plan. Describe who will be responsible for implanting marketing initiative on site; and
3. Identify the annual financial commitment you propose to spend on Marketing, expressed as a percentage of sales (this commitment must be reflected in your pro forma financial projections).

i. **Wellness Plan**

Provide your proposed Wellness Program Plan for the entire Dining Services Program. Each element of the proposed plan must include a description of how Offeror will measure success in implementing the plan, along with the specific performance measures that will be utilized.

j. **Sustainability Plan**

Provide your proposed Sustainability Plan for the entire Dining Services Program. Each element of the proposed plan must include a description of how Offeror will measure success in implementing the plan, along with the specific performance measures that will be utilized.

k. **Capital Improvement Plan**

Provide your proposed capital improvement plan for the Dining Services Program. The capital improvement plan should cover the initial term of the Contract only, and must include the following:

1. Narrative description of the proposed major capital projects;
2. Narrative description of the proposed trade dress, signage, display equipment and smallwares investments unrelated to major capital projects;
3. Implementation timeline from design through completion of construction;
4. Floor plans (mandatory) and rendering (desired) illustrating the implementation of proposed capital projects;
5. Temporary dining requirements and proposed solution, where applicable;
6. Itemized estimate of total probable cost for the project;
7. Proposed NMHU dollar investment or fee arrangement; and
8. Proposed Offeror dollar investment.

l. **Continuous Improvement Plan**

Describe the Continuous Improvement Program you propose for the entire Dining Services Program, which at a minimum should include the following:

1. Identification of key performance metrics and strategy for measurement and reporting;
2. Strategies for monitoring customer satisfaction;
3. Strategies for monitoring client satisfaction;
4. Process for identifying improvement needs and remedying deficiencies; and
5. Strategy for ensuring innovation over the life of the Contract.

m. **Proposed Transition Plan**

Provide a detailed transition plan that describes your process for transition and start up should your company be selected for the Contract. Provide a list of all tasks involved in the form of a critical path schedule and timeline. Identify members of the startup team, their backgrounds and roles/responsibilities with

regard to the transition.

n. **Proposed Technology Solutions**

Describe the management information systems (Back of the house and Catering Systems and Point of Sale System) and dining control access system that will be implemented for NMHU’s Campus Dining Program, Catering and Summer Conference and Camps. The description must include the reporting capabilities, as well as how the systems will communicate with each other and with NMHU’s systems, if applicable.

C. Management and Staffing Proposal

Provide the following information:

1. A narrative and accompanying organizational chart describing the proposed management structure for NMHU’s account, from executive management and corporate support personnel, to the General Manager and on-site management. All management, supervisory and support positions should be clearly identified (2 pages);
2. Provide detailed resumes for your proposed on-site General Manager, On-site Executive Chef, and On-site Catering Coordinator, as well as your proposed District Manager and Regional Vice President and/or Corporate Account Manager (1 page each). If your firm is short-listed, be aware that some or all of these individuals may be asked to be present at a short-list interview. The personnel identified must be the same personnel that will service NMHU. Switching of personnel is forbidden unless it can be demonstrated that it is in the best interest of NMHU;
3. As a critical part of the selection process, Offerors are required to furnish Past Performance Information in two distinct capacities: 1) Performance surveys to past/current University clients, and 2) Detailed financial and performance data presented in simple graphs and tables.

Past Performance Surveys

- a. The methodology and requirements of the Past Performance Survey of current and past clients of the firm, as well as your proposed on-site General Manager (or equivalent), General Manager’s Immediate Supervisor, Regional Vice President, Executive Chef and Catering Coordinator is outlined in **Section X**. NMHU reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients. Review of relevant client documentation, site visitation and other independent confirmation of data.
 - b. Detailed Financial and Performance data requirements are summarized in the next Section.
4. Provide your proposed strategy for ongoing management recruitment, training and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain. Discuss the wages, benefits, educational benefits and training programs available to management employee and hourly employees in comparison to industry norms. Also, discuss your policy (policies) regarding the hiring of managers of the current food service provider (2 pages);
 5. Provide your proposed staffing guide for each dining location, including management, full-time and part-time employee. You must use and follow the format outlined in **Attachment 7 – Staffing Workbook**;
 6. Provide a brief description of the practices/methods in place for evaluating both

management and staff and discuss your proposed incentive reward programs available for both managers and staff (1 page); and

7. Provide a brief description of staff uniforms and employee identification to be provided by your company. Photographs are preferred (2 pages)

D. Financial Proposal

Reminder: The Financial Proposal must be submitted in a separate sealed envelope.

All Financial Proposals must either comply with Revenue Procedure 97-13 or otherwise avoid private business use under Section 141 of the Internal Revenue Code of 1986 and the related Treasure Regulations, as confirmed by an opinion of nationally recognized bond counsel. NMHU expects the Offeror to make a reasonable fee in providing the services outlined in this RFP, while maintaining offerings and program that are perceived by NMHU as being high in quality and providing good value.

NMHU's objective is to improve customers' satisfaction and perceived value, the overall quality of the program, and achieve a favorable level of financial performance for NMHU. The Selection Committee will favor financial proposals that meet or exceed this objective. The level of financial performance proposed will become the performance benchmark that the successful Offeror must deliver, and all financial information proposed will become part of the successful Offeror's Contract.

Financial Structure – Base Services Included in the Contract

1. Based on the Dining Services Program you propose for NMHU, as well as the terms, conditions and financial requirements, use the Financial Proposal Workbooks in **Section 9 number 2** to propose a financial scenario, as follows:
 - a. **Residential Dining Program** – Using the template provided in **Section 9 number 2**, please complete the worksheet entitled *Proposed Meal Plan Configuration* using a block plan configuration (meals per semester) that are bundled with a specific amount of Dining Dollars. In addition, one meal plan option needs to be an Unlimited access plan with continuous service throughout the day where limited offerings are available during non-peak meal service.
 - b. **Retail Services** – Commissions Offered to NMHU on retail sales, if applicable.
 - c. **Capital Investment Plan** – Offeror shall provide a Capital Investment Plan, and clearly articulate the amortization schedule for such investment.
2. Provide a list of all costs that you propose be included as Direct Costs of operations to assumed that are not identified.
3. Provide a list of any proposed Indirect Costs and /or Corporate Overhead Costs that will be applied to the account, such as Administrative Overhead Charges, Purchasing Charges, Corporate Marketing Charges, etc. **It is requirement of this RFP that all such costs be clearly disclosed on an item by item basis as part of your Proposal.**

Pro Forma Projections

4. Utilizing the spreadsheets provided in **Section 9 number 2**, provide Pro Forma projections of revenue and expense for the first four (4) years of the Contract term, indicating the inflation factors for each year. When developing your projections, you must follow these guidelines:
 - a. You must submit your projections using the electronic workbook provided. Provide both electronic and paper copies of projections. As per the template, for each outlet, you must identify the outlet name, concept type, type of brand and proposed hours of operation. Direct Costs must be separately identified from Indirect Costs, and each type of Indirect Cost must be listed as a separate line item. As per the template, provide a detailed schedule of any one-time transition or startup costs identified for Year 1.
 - b. Identify the basis for your projections as identified and required on each spreadsheet, and note any other factors that influence your projection.
 - c. Ensure that all formulas are correct on each of the spreadsheets, including the consolidated spreadsheet for each set of pro forma projections.
5. Provide your audited financial statements for the past three (3) fiscal years.
6. NMHU is recommending the Offeror provide financial resources to aid its programs and students. The request is for the following (and not limited to):
 - a. Scholarships for NMHU students.
 - b. Catering stipend.
 - c. Refreshments amenities.

E. Exceptions Requested

1. Exceptions

Any exceptions to the requirements of this RFP that the firm requests that NMHU consider must be placed in this Section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in the Section of the Proposal. Any exceptions requested from the Contract Documents must also be included in this Section. Exceptions that are not requested as part of the Proposal shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the Offeror should be included here with a brief explanatory introduction. NMHU reserves the right to accept, reject or negotiate any and all proposed exceptions.

2. Proprietary Information

- a. Documents which should be considered ‘Proprietary’ or ‘Confidential’ in accordance with the Inspection of Public Records Act, §14-2-4 N.M.S.A. 1978 (hereinafter called “IPRA”), should be clearly labeled ‘Confidential’ on the top or bottom of each page. NMHU is required by law to comply with the IPRA; and
- b. NMHU discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NMHU, as a public entity, will attempt to, however it cannot and does not warrant the proprietary information will not be disclosed. NMHU shall have the right to use any and all information included in the Proposal submitted unless the information is expressly restricted by the Offeror.

F. Pre-Occupancy Planning

1. Upon notice of Contract award, the Offeror and its on-site management team shall immediately begin Pre-Occupancy Planning to ensure fulfillment of all its obligations. The successful Offeror will be expected to provide professional Pre-Occupancy coordination services upon execution of the Contract, the expenses of which will be borne by the successful Offeror. The successful Offeror will be expected to attend meetings as required by NMHU to ensure a smooth transition into full operation.
2. The successful Offeror shall receive prior written approval from NMHU prior to commencement of the Pre-Occupancy Plan.

G. Subcontractors

Should the successful Offeror require the service of a subcontractor(s), the following criteria must be met prior to Contract execution:

1. Subcontractor(s) must be completely identified by corporate names and address, the name of the contact person, title and telephone number;
2. Subcontractor(s) must have proper license(s) and registrations as necessary to perform the resulting contract in the State of New Mexico;
3. Offeror shall provide a detailed explanation of the project work to be provided by the subcontractor(s);
4. The successful Offeror shall assume full responsibility for all project work and services performed by the Subcontractor(s); and
5. The successful Offeror shall ensure that Subcontractor(s) adheres to all provisions and conditions of the Contract.

NMHU shall reserve the right to pre-approve proposed Subcontractor(s). No portion of Any resulting Agreement may be sublet, sub-contracted or otherwise assigned by the Successful Offeror without the prior written consent of NMHU.

Any response that exceeds the referenced page limitation shall have a deduction of 10 points taken from each evaluation committee member's Technical Proposal score. If there are any questions regarding format or submission requirements, please contact the NMHU Procurement Contact prior to submission of Documents.

SECTION V GENERAL INFORMATION FOR OFFERORS

A. AWARD

1. In accordance with the State of New Mexico “Procurement Code”, §13-1-28 through §13-1-199 N.M.S.A. 1978, NMHU reserves the right to issue an award to the best qualified responsible Offeror which provides all of the required Services. An award will not be based solely on the Fee Schedule rates. The RFP will be evaluated based on all criteria listed in this RFP, its attachments, and addenda; and
2. In accordance with §13-1-115 N.M.S.A. 1978, NMHU reserves the right to negotiate with Offeror. Issuing an Intent to Negotiate with a Offeror does not guarantee an award. An award and Contract will be made only after NMHU and Offeror complete successful negotiations.

B. PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference will be held for prospective Offeror to ask for clarification of the RFP and to view the NMHU campus.

The pre-proposal conference will be held on **Tuesday, May 03, 2024 at 1:30 pm MST** on the NMHU main campus located in Las Vegas, NM. The location is the Student Union Building located at 800 National Avenue (corner of National Ave. and 8th St.). The room number is not available at this time. Prior to the conference a room number will be provided to all Prospective Offerors. A site visit of the NMHU campus will occur and Offerors are advised that this will be their only opportunity to view, photograph or otherwise document facilities, and thus should bring facilities/design support personnel to the conference.

Additional requests for clarifications can be made following this conference; however, they must be received by the POC at jrmadrid@nmhu.edu no later than May 17, 2016 at 5:00 pm. Further instructions are listed in an upcoming **Section** of this RFP.

Offeror will not be permitted to contact or survey faculty, staff or students regarding NMHU’s food services. Questions must be forwarded to the POC, Jennifer Madrid jrmadrid@nmhu.edu.

C. PERIOD OF PERFORMANCE

This Award shall be effective on the date the Contract is signed by duly authorized individuals from NMHU and Contractor. The Award will be for four (4) year from the effective date of the Contract. The Award can be renewed if such renewal is mutually agreed to and found to be in the best interest of NMHU. These renewals would be in one (1) year increments and are not to exceed six (6) renewal years. The Contract shall not exceed ten (10) years including all renewals. Renewals must be mutually agreed upon.

D. PRESENTATIONS

1. NMHU may choose to invite Offeror to make a presentation and answer questions asked by the search committee or others that NMHU deems appropriate. NMHU reserves the right to invite as many Offerors that are in its best interest;
2. Prior to the presentations NMHU may, with adequate time, specify requirements for the presentation and anything that is allowable and unallowable to present and discuss;
3. Offerors may participate via the web. Offeror will not be penalized for choosing to offer their presentation over the web instead of in-person;
4. The Evaluation Committee will score Offerors based on the same evaluation components listed in **Section VI.** of this RFP; and
5. All costs associated with preparing for and providing presentations will be borne on the Offeror.

E. INTERVIEWS AND SITE VISITS TO OFFEROR'S ACCOUNTS

1. Offeror may be asked to make oral presentations to the Evaluation Committee.
2. Notice of confirmation of the interview date, time and location will be given by email at least ten (10) business days in advance;
3. For each interview, the room will be available for set-up one hour prior to the interview start time. Notice of confirmation of the interview date/time will be given by telephone, email or in writing;
4. Assertions made by Contractor and its employees in the interview process will be considered part of Contractor's proposal, and at NMHU's discretion, the interview may be either audio-taped or videotaped for record use; and
5. Either before or after the interview date, NMHU may choose to conduct site visits of Offeror's existing accounts, either accompanied or unaccompanied by Offeror.

F. DISCLAIMER

Any representations made within this RFP shall not be considered a contractual obligation by NMHU. With submission of a response to this RFP, a Offeror agrees to and does accept all actions and decisions by NMHU with regard to identification, selection and negotiation of and with the successful Offeror herein described as final, binding and conclusive.

G. NO RESPONSE

If your firm chooses not to respond to this RFP, NMHU requests that you send us a letter outlining your reason for non-submittal of a Proposal.

H. REPRESENTATIONS

NMHU makes no representation or warranty, express or implied, with respect to the completeness, accuracy or utility of this RFP and supporting documentation or any information or opinion contained herein. Any use or reliance on the information or opinion is at the risk and expense of the Vendor and NMHU shall not be responsible for the completeness, accuracy or utility of any information contained in this RFP and supporting documents.

I. REQUIRED AND INFORMATIONAL FORMS

1. The following are to be completed and submitted with your Proposal:
 - a. Acceptance of Terms and Conditions of RFP Form (**pages 2 and 3** of this RFP);
 - b. Addendum Acknowledgement Form (**Attachment 1**);
 - c. Supplier Conflict of Interest and Debarment/Suspension Certification Form (**Attachment 2**);
 - d. Campaign Contribution Disclosure Form (**Attachment 3**);
 - e. New Mexico Business Preference Form, if applicable (**Attachment 4**); and
 - f. Resident Veterans Preference Certification Form, if applicable (**Attachment 5**).
2. Informational Documents (there is no need to submit these documents with your Proposal)
 - a. Advertisement (**Attachment 6**); and

J. CHANGES

The Purchasing Director may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Purchasing Director shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

K. INSURANCE

Without limiting any liabilities or any other obligation of Offeror, Offeror shall purchase and maintain (and cause its sub-offerors to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:

- a. Offeror will be required to maintain at Offeror's cost, the minimum following insurance coverage for the duration of this contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 24-001
- b. Five hundred thousand dollars (\$500,000) in Worker's Compensation Insurance;
- c. One million dollars (\$1,000,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." if applicable;

The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:

“The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured.”

And

“The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty- five (45) days written notice to the Owner.”

Certificate of Insurance shall be forwarded to:

New Mexico Highlands University

Attn: Purchasing Department

P.O. Box 9000

Las Vegas, NM 87701

The University reserves the right to request and receive certificates of Insurance evidencing the required policies and endorsements within ten (10) Calendar days of the signing of this Contract.

L. FAILURE TO MEET REQUIREMENTS

Failure on the part of the Offeror to meet these requirements shall constitute a material breach of Contract, upon which the University may terminate this agreement in accordance with the provisions listed below or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor upon demand.

M. AUTHORIZED AGENT

Contractor agrees that the performance of all Services required under the terms and conditions of the RFP, addendums, Proposal and subsequent changes to the Contract are to be subject to the direction of NMHU or person designated by NMHU. Such person designated by NMHU shall be the Authorized Agent representative of NMHU.

All Services are to be performed only after the Authorized Agent has given approval to perform the Services. All information or direction desired or required by the Contractor for the performance of his Services hereunder shall be obtained from said Authorized Agent and representative.

N. INVOICING AND PAYMENTS

Upon certification and acceptance of services, and if applicable, NM will issue initial payment within thirty (30) calendar days of agreed upon payment schedule. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked;

- a. Reference the Purchase Order number on the Invoice; and
- b. Invoices are to be sent to:

New Mexico Highlands University

Attn: Accounts Payable

P.O. Box 9000

Las Vegas, NM 87701

O. GOVERNING LAW

This RFP, its attachments, subsequent addenda and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

P. USE OF CONTRACT

New Mexico law allows other governmental entities within the State of New Mexico to contract, in accordance with §13-1-129 NMSA 1978, for services with the Contractor under the terms contained in the Agreement. Should that occur, NMHU will not be a party to any engagements entered into pursuant to this paragraph. Contractual engagements accomplished under this provision will be solely between the Contractor and the subject governmental entity.

SECTION VI EVALUATION COMPONENTS

This section of the RFP contains specifications and other relevant information to be used by Offerors in preparation of their Proposal. Award of a Contract will not be based solely on cost.

Offerors shall ensure that all the information required herein be submitted with their Proposal. All information provided should be verifiable by documentation requested by NMHU. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the Proposal or rescission of a Contract. Offerors are encouraged to provide any additional information describing any additional abilities.

All responsive Proposals will be reviewed independently by each member of the evaluation committee. Their evaluations will be based on the Proposal as a whole and will be scored solely on the requirements, data, information and related responses to the RFP.

SELECTION CRITERIA

All Proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP and procurement statutes. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted criteria. There is a maximum number of one-hundred (100) points that may be awarded.

A. Technical Proposal – Thirty-Five (35) Possible Points

1. Proposed Service Concepts

- a. Evidenced creativity of the proposed retail concept mix., particularly with regard to the inclusion of “fast casual” concepts and/or “fast food” concepts, the ability to include recognized restaurant brands, and the incorporation of authentically prepared ethnic choices, all offered at market competitive prices.
- b. Ability of proposed residential dining service concepts, menus, service hours, and programming to meet the needs of resident and non-resident meal plan holders.
- c. Ability of proposed catering services, menus, pricing, policies and technology to meet diverse University needs.
- d. Evidenced company-wide approach to excellence in convenience store program, including product acquisition, presentation, service and quality products.
- e. Ability of proposed services, product variety and operating strategy to meet NMHU’s needs.

2. Continuous Improvement Plan

Comprehensiveness of your proposed continuous improvement plan, including strategies for:

- a. Identification, measurement and reporting of key performance metrics.
- b. Monitoring customer satisfaction.
- c. Monitoring client satisfaction.
- d. Identifying improvement needs and remedying deficiencies.
- e. Ensuring innovation over the life of the Contract.

3. Marketing

- a. Ability of your proposed marketing plan, marketing resources and marketing budget to drive voluntary meal plan, retail and catering sales.

4. Proposed Capital Improvement Plan

- a. Comprehensiveness of proposed plan in meeting NMHU's objectives of achieving a best practice campus dining program.
- b. Comprehensiveness of proposed plan in addressing trade dress, signage, display equipment and smallwares needs related to implementation of Contractor's proposed programs and services.

5. Sustainability Plan

Quality and comprehensiveness of proposed sustainability plan relative to:

- a. Energy and resource management strategy.
- b. Waste reduction.
- c. Recycling and reclamation.
- d. Use of sustainably grown and/or harvested foods.
- e. Use of locally grown foods.
- f. Use of environmentally sensitive products.

6. Wellness Program

Quality and comprehensiveness of proposed wellness program relative to:

- a. Availability of nutritionally healthy products, and healthily prepared foods and portioned foods.
- b. Strategy for providing comprehensive nutritional information to customers
- c. Depth and breadth of proposed wellness education program.

7. Corporate Experience and Expertise

- a. Evidenced company-wide approach to excellence in food acquisition, food preparation and merchandising, quality control, sanitation, personnel acquisition and training, and cost control.
- b. Evidence company-wide organizational strength and longevity.
- c. Client references, client feedback and presented documentation of specialized experience with university dining accounts similar to in nature to NMHU. Offeror grants NMHU the right to contact the client references for further discussion.

8. Transition Plan

Quality and comprehensiveness of Offeror's transition plan for assuming management of the Dining Services Program.

9. **Overall Quality**

Overall quality of presentation of proposal in demonstrating experience and expertise in operating best practice university dining programs, as well as Offeror's ability to effectively carry out the requirements as outlined in this RFP.

B. Management and Staffing Proposal – Twenty-Five (25) Possible Points

1. Qualifications, experience and past performance survey/reference results for the proposed key on-site managers
2. Qualifications, experience and past performance survey/reference results for the proposed key corporate managers.
3. Proposed executive management and support structure for the account.
4. Qualifications, experience and past performance/reference results for the corporation.
5. Adequacy of proposed management and employee staffing levels, salaries/wages and benefits packages as demonstrated through the provision of a detailed staffing plan.
6. Proposed strategy for ongoing management recruitment, training and retention for this Contract.
7. Proposed strategy for ongoing employee recruitment, training and retention for this Contract.

C. Financial Proposal – Forty (40) Possible Points

1. Total projected return to NMHU of the meal plan program over the Contract term.
2. Total projected return NMHU of the Retail Dining Program, considering the value of guaranteed minimum commissions for operations, in conjunction with the value of guaranteed minimum commissions for operations, in conjunction with the value of commissions projected by the Offeror over the Contract term, as supported by a financial analysis demonstrating that Offeror's proposal is financially sustainable as projected.
3. Net present value of proposed capital investments, including any proposed Equipment Repair and Replacement Reserve over the life of the Contract term.
4. Net present value of any other proposed compensation of NMHU over the life of the Contract term.
5. Evidenced financial strength to ensure full and proper performance over the life of the Contract in the form of the provision of audited financial statements for the past three fiscal years, and evidence of financing capabilities to support required capital investments.

*The Total Possible Points available does not include the additional points awarded to a Offeror with a valid State of New Mexico Resident Business Preference Certificate or Resident Veteran's Business Preference Certificate. A copy of the Certificate is to be submitted to NMHU. If a Offeror has received both Certificates, State law allows NMHU to award the additional points for only one (1) of the Certificates. In such a case, the Offeror will be awarded the additional points for the Certificate which offers the most additional points to the Offeror. For additional information refer to **Attachments 3 and 4.**

SECTION VII SUBMITTAL PROCEDURES

1 NUMBER OF COPIES

Offeror is to submit six (6) complete copies of their Proposal when submitting through carrier service or in person. Offeror is to submit one (1) PDF copy, price to be a separate PDF from the proposal when submitting through vendorregistry.com

2 COSTS INCURRED

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

3 INSTRUCTIONS

A.) Instructions

- 1.) Proposals must be received in the NMHU main campus' Central Receiving Department office (800 National Avenue, Las Vegas, NM 87701) by the due date and time as listed on page three (3) of this RFP. If a Proposal is late NMHU shall not accept it. Postmarked or estimated delivery dates issued by carriers will not be accepted as received by NMHU.
- 2.) All Proposals must be submitted in a SEALED envelope. Please write on the outer sealed envelope the following:
"Sealed PROPOSAL #24-009 to be received prior to 2:00 PM on June 19, 2024."
Failure to mark the sealed envelope may result in the Proposal being opened early or later and/or the Proposal may be declared non-responsive;
- 3.) NMHU is not responsible for Proposals lost during delivery regardless of means of delivery. Proposals may be accepted if received by NMHU staff and not delivered to the Purchasing Department office only when the error was made by NMHU staff. NMHU will make this determination.
- 4.) Faxed and emailed Proposals shall not be accepted.
- 5.) **Proposals will be accepted through vendorregistry.com.**

B.) DELIVERY MAY BE MADE AS FOLLOWS

- 1.) **If via delivery in person:**
New Mexico Highlands University
Purchasing Department RFP #24-009
903 University Avenue
Las Vegas, NM 87701
- 2.) **If via USPS, FedEx, UPS or another carrier:**
New Mexico Highlands University
Post Office – Receiving
Attn: Purchasing Department-RFP #24-009
800 National Avenue
Las Vegas, NM 87701

SECTION VIII INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- A.) **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B.) **Determination:** means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- C.) **Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
- D.) **Purchasing Agent:** means the person or designee authorized by NMHU to manage or administer a procurement requiring the evaluation of proposals.
- E.) **RFP:** means all documents, including attachments, addendums or other documents incorporated by reference which are used for soliciting Proposals.
- F.) **Responsible Offeror:** means a 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 described in the RFP.
- G.) **Responsive Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity or delivery requirements.
- H.) The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the rejection of the Offeror Proposal.
- I.) The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. RFP DOCUMENTS

- A.) COPIES OF RFP
 - 1.) A complete set of the RFP shall be used in preparing Proposals; NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
 - 2.) A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.
- B.) INTERPRETATIONS
 - 1.) All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 2.) Offerors should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

C.) ADDENDA

- 1.) Addenda will be mailed, by facsimile or emailed to all who are known by NMHU to have received a complete set of RFPs.
- 2.) Each Offeror shall ascertain, prior to or with submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

3. PROPOSAL SUBMITTAL PROCEDURES

A.) CORRECTION OR WITHDRAWAL OF PROPOSALS

- 1.) A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by an Offeror prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received.
- 2.) Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.

B.) REJECTION OR CANCELLATION OF PROPOSALS

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978. NMHU reserves the right to waive irregularities, reject any or all Proposals, cancel this RFP for any reason and at any time, and/or award a Contract that is in its best interests.

4. CONSIDERATION OF PROPOSALS

A.) RECEIPT, OPENING AND RECORDING

- 1.) Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.
- 2.) The contents of all Proposals shall not be disclosed so as to be available to competing Offerors during the negotiation process.

B.) PROPOSAL EVALUATION

- 1.) Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - a.) acceptable, or
 - b.) potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c.) unacceptable (Offeror whose Proposal is unacceptable shall be notified promptly).
- 2.) NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the price, quality or quantity of the Services.
- 3.) If an Offeror who otherwise would have been issued an Award and Contract, is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

4.) Selection Process

- a.) The evaluation of Proposals will be performed by an Evaluation Committee composed of representatives selected by the NMHU. The committee shall evaluate statements of qualifications and performance data submitted by Offerors in regard to the particular request.
- b.) The committee will, rank in order of their qualifications which are most qualified to perform the required services: and will recommend the finalist(s) for oral presentation to the committee. The committee will determine the schedule for the oral presentations. The top-rated Offerors will then be scheduled to be interviewed by the University Board of Regents. The Board may make recommendation to the Purchasing Director as to selection of Offeror. All costs incurred by Offeror for the oral presentations will be borne on Offeror.

C.) NEGOTIATIONS

Offerors submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offeror who submit Proposals found to be reasonably likely to be selected for Award.

D.) NOTICE OF AWARD

After Award by NMHU, with reasonable promptness, a written Notice of Award shall be issued by NMHU to the selected Offeror and a letter of non-Award to the unsuccessful Offerors.

5. POST-PROPOSAL INFORMATION - PROTESTS

Offeror wishing to submit a protest must do so in writing within fifteen (15) calendar days After knowledge of the facts or occurrences. This written notice is to be submitted to

6. GOVERNING LAW

This RFP, its attachments, subsequent addenda and the resultant Contract and purchase orders will be interpreted and governed by the laws of the State of New Mexico.

SECTION IX INSTRUCTIONS TO OFFERORS

1. REVENUE HISTORY

Revenue	FY20/21	FY21/22	FY22/23	Year To Date FY23/24
Gross Sales, not including Flex Purchases	\$ 14,216.00	\$39,906.00	\$70,632.00	\$ 58,197.00
Student Board Sales (meal plan)	\$ 6,866.00	\$ 3,866.00	\$ 7,366.00	\$ 7,566.00
Special Events, Catering Summer Conference & Charges	Information will be provided in Addendum Number 01			

Note: Fiscal Year begins on July 1st and ends on June 30th

2. CURRENT OPERATING HOURS

A. STUDENT UNION CAFETERIA:

Monday – Friday:

Breakfast 7:00 am – 9:00 am
Lunch 11:30 am – 2:00 pm
Dinner 4:00 pm – 7:00 pm

Saturday – Sunday:

Brunch 11:00 am – 2:00 pm
Dinner 4:00 pm – 7:00 pm

B. CONVENIENCE STORE:

Monday – Friday:

9:00 am – 4:00 pm

C. PURPLE BREW COFFEE SHOP

Monday – Thursday:

7:30 am – 6:30 pm

Friday:

7:30 am – 4:30 pm

3. TRANSACTION VOLUME & AVERAGE CHECK

FALL 2023 – TYPICAL MEAL TRANSACTION COUNT

Dining Operation	Meal	Average Transaction Count						
		Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Dining Hall	Breakfast	70	77	87	78	65		
	Lunch	240	244	239	247	215	84	95
	Dinner	244	255	231	244	212	82	116
Coffee Shop	Breakfast	85	105	102	94	70	-	-
	Lunch	70	82	80	68	60	-	-
	Dinner	22	18	15	13	10	-	-
C-Store	Breakfast	40	44	50	52	34	-	-
	Lunch	97	86	131	120	82	-	-
	Dinner	-	-	-	-	-	-	-

SPRING 2023 – TYPICAL MEAL TRANSACTION COUNT

Dining Operation	Meal	Average Transaction Count						
		Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Dining Hall	Breakfast	58	65	77	72	56		
	Lunch	200	218	220	232	191	72	87
	Dinner	214	220	201	233	187	64	85
Coffee Shop	Breakfast	77	95	90	86	65	-	-
	Lunch	67	88	75	62	55	-	-
	Dinner	19	22	10	11	12	-	-
C-Store	Breakfast	35	42	46	50	25	-	-
	Lunch	85	80	106	103	62	-	-
	Dinner	-	-	-	-	-	-	-

4. MEAL PLANS

Meal Plan Participation

Fall 2021		
Residential Meal Plans	Price	Meal Plan Holders
Meal Plan A	\$ 2,490	30
Meal Plan B	\$ 2,160	59
Meal Plan C	\$ 1,820	290
Purple and White	\$ 396	0

Spring 2022		
Residential Meal Plans	Price	Meal Plan Holders
Meal Plan A	2,490	27
Meal Plan B	2,160	52
Meal Plan C	1,820	262
Purple and White	396	0

Fall 2022		
Residential Meal Plans	Price	Meal Plan Holders
Meal Plan A	2,664	28
Meal Plan B	2,311	67
Meal Plan C	1,947	338
Purple and White	424	0

Spring 2023		
Residential Meal Plans	Price	Meal Plan Holders
Meal Plan A	2,664	37
Meal Plan B	2,311	60
Meal Plan C	1,947	349
Purple and White	424	1

Fall 2023		
Residential Meal Plans	Price	Meal Plan Holders
Meal Plan A	2,744	58
Meal Plan B	2,380	63
Meal Plan C	2,005	332
Purple and White	437	1

5. PRICING

Door Pricing for FY23-24:

- Breakfast \$11.00 + tax
- Brunch \$12.00 + tax
- Lunch \$12.00 + tax
- Dinner \$13.00 + tax

Note: Students (not on a meal plan), Staff, and Faculty – All Meals are \$8.50

6. CATERING SERVICES

For FY2023/24, the current Vendor supplied around forty (40) catered events.

7. CURRENT WAGE RATES AND STAFFING LEVELS

Following are the wage rates for non-management Dining Services employees, by job position:

Position	Number Full-Time Position	Number Part-Time Position	Hourly Wage Rate
Food Service Worker	5	2	\$13.00 - \$17.00
Cooks	10	0	\$15.00 - \$19.00
Utility Workers	2	1	\$13.00 - \$17.00
Baristas	1	4	\$13.00 - \$17.00
Supervisors (all units)	6	0	\$18.00 - \$23.00

- Note:**
1. A position is considered full-time at thirty (30) or more hours per week.
 2. A position is considered part-time when the employee works twenty (20) hours or less.

8. TECHNOLOGY

- A. NMHU owns the hardware and software to produce the students, faculty, and staff ID cards. Every student who is on the meal plan is required to have an ID card. Currently, NMHU provides software, that when the ID is scanned it verifies the person has a meal available and adjusts the count of meals available. The ID card also includes a photo of cardholder.
- B. It is the responsibility of the successful Offeror to utilize NMHU point of sale system for all of the foodservice locations and must be compatible with Micros. It is the responsibility of the Offeror to have their own credit card machines at each location.
- C. Upon awarding of the signed Contract, the successful Offeror must work with NMHU's ITS staff on the coordinating of the interface with NMHU's enterprise resource planning system.

9. ALCOHOL POLICY AND LICENSING

The NMHU golf course restaurant is currently leased to Taco Fusion. NMHU's beer and liquor license will be leased to that entity. Any catered events requiring alcohol service and not occurring at the golf course must comply with all local and state liquor laws.

10. BEVERAGE POURING RIGHTS CONTRACT

- A. NMHU has had an exclusive pouring rights contract with the Swire Coca Cola for the past seven (7) years;
- B. The successful Offeror will be required to purchase and service Coca Cola and allied products, including bottled water, isotonic and energy drinks for the Campus Dining Program. The successful Offeror will be able to purchase these products at their nationally agreed upon account pricing with Coca Cola or at the pricing to NMHU, whichever is lower; and
- C. If NMHU changes vendors for the exclusive pouring rights during any time of the term of the subsequent Contract for this RFP, the successful Offeror will be required to follow all terms and conditions of the contract between NMHU and the exclusive pouring rights vendor.

SECTION X REQUIRED SUBMITTALS

1. STAFFING WORKBOOK

The Offeror is required to complete the Staffing Guide Workbook on Attachment 7. The Excel software file provided contains a worksheet for each dining operation included in the RFP.

The Offeror is required to provide a printout of each completed worksheet as well as the original completed software file with its Proposal on a flash drive. The Offeror is responsible for verifying that all formulas are correct.

2. FINANCIAL PROPOSAL WORKBOOKS

The Offeror is required to complete the Workbooks on Attachment 8. The Excel software files provided contain a worksheet for each dining operation included in the RFP, and each worksheet rolls up into a summary worksheet. Please note that the summation and linkage formulas have been embedded into the workbook.

The Offeror is required to provide a printout of each completed worksheet as well as the original completed software files with its Proposal on a flash drive. The Offeror is responsible for verifying that all formulas are correct.

3. REFERENCE LIST AND PAST PERFORMANCE SURVEY PROCESS

The objective of this process is to identify the past performance of a vendor and key members of its proposed management team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to NMHU, and the rating will be average together to obtain a firm's past performance rating. The figure below illustrates the survey process.

SURVEY PROCESS

1. Each key component is responsible for sending out a survey questionnaire to each of their current/past clients. The survey questionnaire is provided in this document.
2. Each key component should enter the Survey ID (Code), past clients contact information, and project information on each survey form for each reference.
3. All the client identification information on the survey form must match the reference information in the excel file.
4. If a reference will be evaluating several key components (such as the firm, GM, VP, etc.), please list all of the members on the survey form to get credit for all components.
5. Each key component is responsible for making sure that their past client receives the survey, completes the survey, and returns the survey back to NMHU at rfp@nmhu.edu
The survey must be sent directly from the past client to NMHU. Be sure to indicate to your clients the due date when the survey should be emailed back to NMH

PROCESSING A SURVEY

Vendor or Individual

1. Send/Fax Surveys to past clients
2. Call and confirm
3. Prepare and email reference list

Past Customers

1. Past Customer is to Email the completed survey to NMHU at: rfp@nmhu.edu

A. CREATING AND SUBMITTING A REFERENCE LIST

1. The firm and each key manager must create a list of current and/or past clients that will evaluate their performance. This will be referred to as a “Reference List”.
2. The following are the Key Components that will be evaluated (or those that most closely match the intended positions identified by NMHU):

Key Component	Minimum Number of Surveys Allowed	Maximum Number of Surveys Allowed
The firm	5	10
On-site General Manager or Equivalent	1	5
General Manager's Immediate Supervisor	1	5
Regional Vice President	1	5
Executive Chef	1	5
Catering Coordinator	1	5

3. The reference list should only include the firm’s “best” accounts. Do not submit clients that are not completely satisfied with your service/
4. The reference List must include the following (all fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions
LAST NAME	Last name of the person who will answer customer satisfaction questions
PHONE NUMBER	Current phone number for the reference (including area code)
FAX NUMBER	Current fax number for the reference (including area code)
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. University of Food, Cooks College, etc)
CITY	Location of account
STATE	Location of account
ZIP CODE	Location of account
PROJECT NAME	Name of the account (i.e. University of Food, Cooks College, etc)
DATE SERVICE STARTED (MM/DD/YYYY)	Date when the relationship started (i.e. 05/31/2019)
DATE SERVICE ENDED (MM/DD/YYYY)	Date when the relationship ended (i.e. 05/31/2019) or enter CURRENT if ongoing
AVERAGE RETURN (\$)	Average return to the past client university in dollars (\$) over the course of the entire life of the service
AVERAGE RETURN (%)	Average return to the past client university in percentage (%) of retail sales less CPI over the course of the entire life of the service.
AVERAGE STUDENT POPULATION	Average student population of the past client university over the course of the entire life of the service

- The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. The file must be emailed to NMHU. The data must be complete and accurate. (The format of the file is shown below):

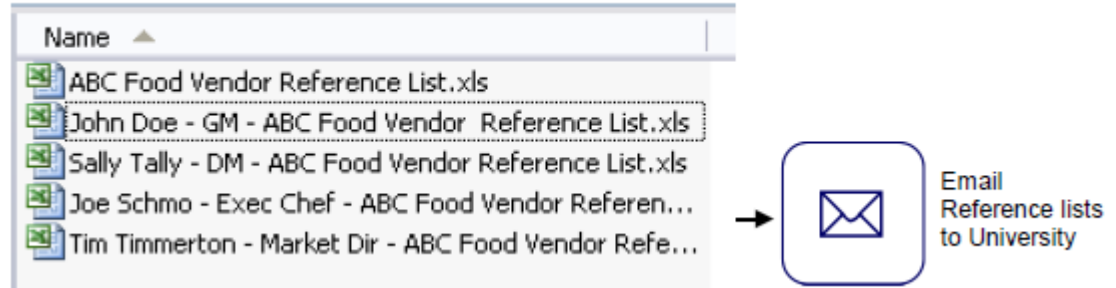
Example of Reference List

	D	E	F	G	H	I	J	K	L	M	N	O
	PHONE NUMBER	FAX NUMBER	CLIENT NAME	CITY	STATE	ZIP CODE	PROJECT NAME	DATE SERVICE STARTED	DATE SERVICE ENDED	AVERAGE RETURN (\$)	AVERAGE RETURN (%)	AVERAGE STUDENT POPULATION
1	555-955-9870	555-955-9871	Gesner College Univ	New York	NY	85471	Campus Food	05/01/1998	04/30/2005	\$500,000	10%	15,000
2	555-451-2256	555-451-2257	State Tech	Boston	MA	52147	MJ Food	01/05/2000	12/31/2004	\$9,000,000	5%	40,000
3	555-773-9012	555-773-9013	Univ of State	Atlanta	GA	08745	President's Hall Only	06/01/1999	CURRENT	\$3,000,000	4%	45,000
4	555-828-9007	555-828-9008	College of Research	Houston	TX	11245	Retail Only	08/05/1985	07/31/2000	\$290,000	8%	25,000
5	555-389-8521	555-389-8522	State Univ	Wichita	KS	99684	Campus Food	09/22/1996	CURRENT	\$854,000	12%	22,000
6	555-781-1113	555-781-1114	Half Time U	Denver	CO	01248	Student Lib	02/19/1992	01/31/1999	\$1,600,000	3%	35,000
7	555-448-6494	555-448-6495	Technology Place	Los Angeles	CA	41689	Campus Food	10/8/2002	CURRENT	\$1,245,000	20%	31,000

- The vendor is responsible for verifying that their (and their key managers’) information is accurate prior to submission.

7. The reference list must contain multiple client accounts. You cannot have reference s from multiple individuals for the same account. However, an individual reference may evaluate multiple key components/managers (ex: providing a reference for the firm as well as the General Manager).
8. The account client/owner must evaluate and complete the survey.
9. Each key component must submit their reference list in separate excel files. Below is a sample of the excel files that must be emailed to NMHU.

Submit Separate Excel Files for the Firm and Each Key Manager



10. Each key component should inform their past clients about the survey and the deadline for submission of the information, which is the same as the due date for Proposals. NMHU may contact the references for additional information. If the reference cannot be contacted, there will be no credit given for that reference.

B. PREPARING THE SURVEYS

1. Each key component is responsible for sending out a survey questionnaire to each of their current/past clients. The survey questionnaire is provided in this document;
2. Each key component should enter the Survey ID (Code), past clients contact information, ad project information on each survey form for each reference;
3. All the client identification information on the survey form must match the reference information in the excel file.
4. If a reference will be evaluating serval key components (such as the Firm, GM, VP, etc), please list all of the members on the survey form to get credit for all components.
5. Each key component is responsible for making sure that their past clients receive the survey. Complete the survey, and return the survey back to NMHU. **The survey must be sent directly from the past client to NMHU.** Be sure to indicate to your clients the due date when the survey should be emailed to NMHU.

*****Performance Survey is included on the next page*****

Performance Survey
Dining Services

Survey ID

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of:

Name of Company: _____

Name of Individual: _____

New Mexico Highlands University is implementing a process that collects past performance information on vendor and their key personnel. The information will be used to assist in selecting a firm to provide food services to New Mexico Highlands University’s campus. The firm/individual listed above has listed you as a client for which they have previously performed work. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: _____

Dates of Service: From: _____ To: _____

NO.	CRITERIA	UNIT	Rating
1	Ability to manage food services costs and to be price competitive	(1-10)	
2	Ability to financially perform in the best interest of the client	(1-10)	
3	Ability to deliver quality food (taste, healthiness, selection, etc.)	(1-10)	
4	Ability to meet a variety of food needs (to go, ethnic diets, etc.)	(1-10)	
5	Ability to meet catering needs of the campus (if applicable)	(1-10)	
6	Overall quality of food and the dining experience	(1-10)	
7	Treatment of staff (wages, benefits, training, retention, etc.)	(1-10)	
8	Quality of district/regional support	(1-10)	
9	Ability of onsite management team	(1-10)	
10	Overall quality of staff (both food services and administrative)	(1-10)	
11	Ability to effectively market food programs	(1-10)	
12	Ability to maintenance client provided equipment (usage, service, etc.)	(1-10)	
13	Ability to integrate and interface with any existing systems/requirements	(1-10)	
14	Ability to use and integrate new technology	(1-10)	
15	Ability to meet user/campus growth	(1-10)	
16	Ability to protect the environment and provide a sustainable program	(1-10)	
17	Communication and documentation of any risks and problems	(1-10)	
18	Ability to follow the users rules, regulations, and requirements	(1-10)	
19	Overall customer satisfaction and would hire the firm again based on performance	(1-10)	

Please e-mail the complete survey to New Mexico Highlands University , no later than June 01, 2024, to the attention of Jennifer Madrid , NMHU Director of Purchasing; email: rfp@nmhu.edu; Telephone number: 505-454-3053. Again, thank you for your time and effort in assisting NMHU in this important endeavor.

ATTACHMENT 1

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGEMENT

In submitting this Proposal, Offeror represents that he has examined copies of all addenda listed below and has incorporated them into his Proposal:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT 2

**SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

- 1.) No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent’s interest is less than one percent (1%) of the Contractor);
- 2.) Contractor neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
- 3.) Contractor did not participate directly or indirectly in the preparation of specifications upon which the Proposal is made;
- 4.) If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
_____;
- 5.) List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding twelve (12) month period; and
- 6.) In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12]) NMHU employees have a controlling interest.

Debarment/Suspension Status

- 1.) The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
- 2.) The Contractor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal 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 Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections §13-1-28, et seq., N.M.S.A. 1978 and N.M.S.A. 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 (2) 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 (2) 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 (2) year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed Award for a proposed Contract pursuant to Section §13-1-181 N.M.S.A. 1978 or a Contract that is executed may be ratified or terminated pursuant to Section §13-1-182 N.M.S.A. 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective Contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective Contractor, if the prospective Contractor is a natural person; or (b) an owner of a prospective Contractor.

"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.

"Prospective Contractor" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any:

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

ATTACHMENT 4

NEW MEXICO BUSINESS PREFERENCE

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, 10% must be added for preference award. For example; an RFP has a total value of 1000 points. Five proposals are received; one from a resident business, one from a resident veteran's business with an 8% preference and three non-resident businesses.

The two preference businesses would receive 50 points and 80 points to their already evaluated score, making it possible for the highest score total 1080.

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

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

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

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

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER (if applicable):

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one only

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

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the business.

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

ATTACHMENT 6

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #24-009
NGIP: 96138**

New Mexico Highlands University is seeking proposals from qualified and experienced companies for its Dining Services Management on behalf of NMHU.

A mandatory pre-proposal meeting will be held on Friday, May 03, 2024 at 1:30 pm local time at the NMHU main campus located in Las Vegas, New Mexico. A minimum of one (1) individual must be present representing the Offeror's company. For more information refer to the RFP documents or contact Jennifer Madrid at jrmadrid@nmhu.edu.

All proposals must be received by NMHU's Purchasing Department prior to **2:00 pm** local time on **June 19, 2024**. Proposals received after that time will not be accepted. Proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable federal, State and local laws.

NMHU reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract that is in its best interest. No offeror may withdraw proposal for ninety (90) calendar days after the actual date of the opening.

RFP 24-009 will be available and solicited through Vendor Registry at:
<https://vrapp.vendorregistry.com>.

RFP documents may also be obtained by emailing rfp@nmhu.edu.

To register at Vendor Registry, follow three steps below:

1. www.nmhu.edu/purchasing-department
2. Click "Information for Vendors Link"
3. Click Vendor Registration, complete instructions