



**REQUEST FOR PROPOSALS**

**RFP NO: 2024-001-HR**

**FOR COLD BEVERAGE VENDING SERVICES**

**ISSUE DATE: June 1, 2023**

**NON-MANDATORY PRE-PROPOSAL**

**ZOOM CONFERENCE\*: June 7, 2023 TIME: 2:00 PM (MDT)**

**DEADLINE FOR QUESTIONS: June 12, 2023 TIME: 4:30 PM (MDT)**

**PROPOSAL DUE DATE: June 27, 2023 TIME: 4:30 PM (MDT)**

**PROCUREMENT MANAGER: Heather Rindels 505-866-8259 Hrindels@llschools.net**

**ADDRESS: Los Lunas Schools, PO Drawer 1300, Los Lunas, NM 87031**

**Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other School District Employees do not have the authority to respond on behalf of LLS.**

**DELIVER PROPOSAL TO:**

**Los Lunas Schools**

**Attn: Heather Rindels**

**(If Mailed) PO Drawer, 1300 Los Lunas, NM 87031**

**(If Hand Delivered or via Express Carrier) 119 Luna Avenue, Los Lunas, NM 87031**

**The date and time received will be stamped on the proposals by the District office. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.**

**\*A NON-MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD**

**DATE: Wednesday, June 7, 2023 TIME: 2:00 PM MDT**

**Join Zoom Meeting Using this Link:**

**<https://llschools-net.zoom.us/j/83862597400?pwd=YUdsZktwekl1QkVCMGIZTU1veXZ6dz09>**

**Meeting ID: 838 6259 7400**

**Passcode: BEVERAGE**

**Commodity Codes: 96115, 74085, 39330**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Los Lunas School District (LLS) seeks sealed proposals from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide cold beverage vending services for school sites and administrative offices in the Los Lunas School District.

LLS is comprised of fifteen schools, administrative offices, a district service center, two transportation offices and a teacher resource center. LLS has 10 Elementary Schools (Grades K-6) that feed into 2 Middle Schools (grades 7 & 8) and 3 High Schools (Grades 9-12). LLS serves approximately 1500 employees and 8600 students. The District allows schools to conduct campus activities during and after school and other times through the year that attract parents and the surrounding community. With the development of Facebook and Amazon, projections for student growth have increased significantly.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of providing cold beverage vending services to approximately 1500 employees and 8600 students at 15 school sites and various administrative offices as specified herein as provided for in the Price Agreement (See Appendix B.1. Scope of Work) resulting from this procurement that comply with the cited specifications or, if no specifications are cited, with commonly accepted standards and specifications for the industry.

### **C. SCOPE OF PROCUREMENT**

This is a Procurement being conducted by Los Lunas School District. The scope of the procurement consists of identifying one company that can provide the products and services described herein. This procurement will result in the award of one exclusive, indefinite quantity Price Agreement. The term of the Price Agreement shall be for one (1) year beginning fiscal year 2023-2024, and to be renewed one (1) year at a time for subsequent annual renewals upon Board of Education approval of award to include 2024-2025, 2025-2026, and 2026-2027. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed four (4) years. This procurement will result in a single source award.

### **D. RESIDENT/VETERAN BUSINESS PREFERENCE**

#### 1. Resident Business or Native American Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business or Native American resident business, that Offeror must submit a copy of their resident business preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

2. Resident Veterans Business or Native American Resident Veterans Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for an Offeror to receive preference as a resident veteran business or Native American resident veteran business, that Offeror must submit a copy of their resident veteran business preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

**END SECTION I-INTRODUCTION**

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	06/01/23 (Thur)
2. Return of “Acknowledgment of Receipt” Form for Participation List	Potential Offerors (PO)	06/07/23 (Wed)
3. Pre-Proposal Conference (Non-Mandatory)	PM	06/07/23 (Wed) 2:00 PM MDT
4. Deadline to Submit Questions	PM	06/12/23 (Mon) 4:30 PM MDT
5. Response to Written Questions/ RFP Amendments	PM	06/16/23 (Fri) 4:30 PM MDT
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>06/27/23 (Tue) 2:00 PM MDT</b>
7. Proposal Evaluation	Evaluation Committee (EC)	07/05/23
8. Notification of Finalists (If desired)	EC	TBD
9. Best & Final Offer (If requested)	Offerors	TBD
10. Oral Presentations (If requested)	Offerors	TBD
11. Price Agreement(s) Negotiations (If needed)	Tentative awardee(s)/School District	TBD
12. Price Agreement(s) Award*	Board of Education*	07/18/23
13. Protest Deadline	Offerors	08/02/2023 4:30 PM MDT

\*Price Agreement award is subject to approval of the Los Lunas School Board.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP

This RFP is being issued by the Los Lunas School District Purchasing Director on behalf of Los Lunas Schools.

#### 2. Return of “Acknowledgment of Receipt” Form for Participation List

Potential offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement participation list. The form should be signed by an authorized

representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement participation list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments or other changes to the procurement. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, the potential offeror's organization name shall not appear on the participation list and the potential offeror will not be sent updated information regarding the procurement.

### 3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 2:00 PM MDT via Zoom Video Conference. Potential Offerors are encouraged to review the Request for Proposal document prior to the Pre-Proposal Conference. A public log will be kept of the names of Potential Offerors that attend the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended

### 4. Deadline to submit written questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until 4:30 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

### 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Los Lunas School District web site, via the Purchasing Department. Notification of such posting shall be provided to all potential offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

### 6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the "Cold Beverage Vending Services" Request For Proposals and should reference "RFP #2024-001-HR." Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by LLS. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at her option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## 8. Notification of Finalists

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

## 9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## 10. Oral Presentations

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in the Los Lunas Schools Board Room located at 119 Luna Avenue, Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification

## 11. Price Agreement Negotiations

If necessary, Price Agreement negotiations shall commence with the most advantageous offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, LLS reserves the right to finalize a Price Agreement with the next most advantageous offeror without undertaking a new procurement process.

## 12. Price Agreement(s) Award

After review of the Evaluation Committee Report and the tentative Price Agreement(s), the Purchasing Director anticipates the Los Lunas School Board will award the Price Agreement(s) on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Director or the Los Lunas School Board.

Any Price Agreement awarded shall be awarded to the offeror whose proposal is most advantageous to LLS, taking into consideration the evaluation factors set forth in this RFP.

## 13. Protest Deadline



Any protest by an offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The protest period lasts for fifteen (15) calendar days after an aggrieved vendor becomes aware of a fact or facts that could give rise to a protest. For counting purposes, the day a party becomes aware of what they consider to be a protestable fact is counted as day #0. The following day is counted as day #1. Such protest period ends at 4:30 PM MDT on day #15 unless that day falls on a weekend or a holiday recognized by the School District in which case the deadline is extended until 4:30 PM the next business day.

Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Director. The protest must be delivered to the Purchasing Director.

Los Lunas School District Purchasing  
Attn. Michelle Romero, Chief Procurement Officer  
Hand-Delivered: 119 Luna Avenue  
Mailed: PO Box 1300  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### **2. Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the offeror.

#### **3. Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the School District. The School District will only make contract payments to the prime contractor.

#### **4. Subcontractors**

All personnel engaged in the work represented by this contract shall be fully qualified and authorized to perform such services as the contract may require. No work may be subcontracted nor may the offeror assign any interest in the agreement without prior written consent of LLS. No assignment or transfer shall relieve the offeror from his/her obligations and liabilities.

## 5. Amended Proposals

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

## 6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Director shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

## 9. No Obligation

This procurement in no manner obligates LLS or any of their departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Director and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when LLS determines such action to be in the best interest of the District.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The School District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The School District requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Price Agreement Terms and Conditions

The contract between LLS and the contractor will follow the format specified by the School District and contain the terms and conditions set forth in Appendix B, Price Agreement. However, LLS reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the School District's terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. LLS may or may not accept the alternative language, at the School District's sole discretion. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the School District and could lead to disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with LLS. LLS may or may not accept the additional

language, at the School District's sole discretion.

#### 17. Contract Deviations

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

#### 18. Offeror Qualifications

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

#### 19. Right to Waive Minor Irregularities

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

#### 20. Change in Contractor Representatives

LLS reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the School District, meeting its needs adequately.

#### 21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

#### 22. School District Rights

LLS reserves the right to accept all or a portion of an offeror's proposal.

#### 23. Right to Publish

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

#### 24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of LLS. However any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to LLS.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of LLS.

28. Electronic mail address required

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

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by LLS, the version maintained by the School District shall govern.

**END SECTION II-CONDITIONS GOVERNING THE PROCUREMENT**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

1. Offerors shall deliver one (1) original copy of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “ORIGINAL” on the front cover and shall contain original signatures.

2. Offerors shall also submit one (1) identical copy of their proposal on a USB flash drive that **DOES NOT** include the sealed cost proposal. This can be included with the copy marked “ORIGINAL”.

#### C. PROPOSAL FORMAT

##### 1. Proposal Organization

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below.

- a. Table of Contents
- b. Signed Letter of Transmittal Form (See Appendix D)
- c. Valid In-State Resident, In-State Veteran, Native American Resident, or Native American Veteran Business Preference Certificate (Optional at Offeror’s discretion. See Section I.D.)
- d. Campaign Contribution Form (See Appendix E)
- e. Conflict of Interest and Debarment Form (See Appendix F)
- f. Certificate of Liability Insurance (proof of insurance or statement of concurrence required)
- g. Capability and Agreement to Perform (statement of concurrence required)
- h. General Performance Requirements (statement of concurrence required)
- i. Permits and Licenses (statement of concurrence required)
- j. Cost Proposal Form (See Appendix C) **in a sealed and labeled envelope-DO NOT INCLUDE ON FLASH DRIVE**
- k. Proposal Summary (Optional)
- l. Response to Specifications (See IV.D.1-4)

m. Other Supporting Material (Optional. See Section III.C.2, below)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Price Schedule, Appendix C.

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

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

**END SECTION III-RESPONSE FORMAT AND ORGANIZATION**

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Response to Requirements

Each mandatory requirement in Sections IV.C.1 through IV.C.8, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the offeror's proposal. Responses to desirable requirements in Sections IV.D.1 through IV.D.4, below, are optional. However, failure to respond to a desirable requirement will result in receiving a score of zero (0) for that desirable requirement.

### B. [RESERVED]

(This section not used.)

### C. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (Pass/Fail)

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### 2. Campaign Contribution Disclosure Form (Pass/Fail)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected officials within Los Lunas Schools are President Tina Garcia; Vice-President P. David Vickers; Secretary Bruce Bennett; Members Bryan C. Smith and Eloy G. Giron.)

#### 3. Conflict of Interest and Debarment Form (Pass/Fail)

Offeror must complete and sign the Appendix F, Conflict of Interest and Debarment Form. This form must be submitted with your proposal.

#### 4. Insurance (Pass/Fail)

Offeror must agree to provide, and agree to maintain during the life of the Price Agreement, insurance as follows:

Workers Compensation – Consistent with statutory requirements.

Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate

Motor Vehicle Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate

Any insurance that is required does not limit the Vendor's obligation to indemnify the procuring agency for a claim above that amount. **A statement of concurrence is required**



5. **Capability and Agreement to Perform (Pass/Fail)**

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. **A statement of concurrence is required.**

6. **General Performance Requirements (Pass/Fail)**

Offeror must agree to provide the products and services, specified herein and priced by the offeror in their proposal, at a price not to exceed the prices stated in the offerors proposal (“Price Schedule”, Appendix C), such prices as may be amended from time to time by mutual agreement of the parties as provided elsewhere herein. Using agencies may negotiate lower prices, by mutual agreement of the parties, on a per-project basis. A statement of concurrence is required.

7. **Permits and Licenses (Pass/Fail)**

Unless otherwise agreed upon on a per-project basis, the Offeror is responsible to obtain and pay for all permits and licenses required for each project performed under this agreement. This requirement includes, but is not limited to, all permits and fees required by the using agency and any local state, federal, or other public or private entities’ fees for permits and/or licenses. These costs shall be invoiced on a per-project basis and will be reimbursed. **A statement of concurrence is required.**

8. **Price Schedule (400 Points)-Submit in a sealed envelope (See Appendix C)**

Points will be awarded based on the “Lowest Total Evaluation Price” proposed on the Price Schedule and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Average Vending Machine Price}}{\text{This Offeror's Average Vending Machine Price}} \times 400$$

**D. DESIRABLE REQUIREMENTS**

1. **Past Performance and Background (150 Points Possible)**

Include a brief description of the company, organization of key personnel to include decision-makers and person(s) responsible for performance of the contract; describe measures you will take to ensure person(s) delivering product are screened to work around children; describe location of facilities in proximity to LLS.

Points will be awarded based on the thoroughness of the response, specifically in relation to employee screening, and personnel information.

2. **Product Selection (175 Points Possible)**

Provide a detailed description of your recommended “mix” of products to include a list of beverages that you propose to offer including carbonated and non-carbonated drinks. List your products using the following categories: Soda, Water, Sports Drinks, Other. The selections must include low sugar drinks for secondary level students.

Points will be awarded on the selection of beverage options available to LLS including healthy student options.

**3. Equipment Provided and Services (175 Points Possible)**

Describe the types of machines you recommend for LLS use to include capacity, manufacturer, model and date of machines you propose to furnish. Information should include any special electrical requirements, such as dedicated circuits and energy saving features. Describe the quality of vending service offered including service call response times. Discuss value-added services and criteria for participating in special events.

Points will be awarded based on the quality of services and machines proposed as well as the response times for re-stocking, repair, and move requests of machines.

**4. Payment Procedures (100 Points Possible)**

Discuss payment procedures and payment schedules of proposed commissions.

Points will be awarded based on the organization of payment procedures as well as the timeliness of proposed payment schedules

**TOTAL POSSIBLE POINTS = 1000**

**END SECTION IV-SPECIFICATIONS**

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Form	0*
IV.C.3	Conflict of Interest and Debarment Form	0*
IV.C.4	Insurance	0*
IV.C.5	Capability & Agreement to Perform	0*
IV.C.6	General Performance Requirements	0*
IV.C.7	Permits & Licenses	0*
IV.C.8	Price Schedule- <b>submitted in a sealed envelope</b>	400
IV.D.1	Past Performance	150
IV.D.2	Product Selection	175
IV.D.3	Equipment and Services Provided	175
IV.D.4	Payment procedures	100
<b>TOTAL</b>		<b>1,000</b>
	*Pass/Fail Only	

### B. EVALUATION PROCESS

#### 1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration. (Except see Section II.C.19)

#### 2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

#### 3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

#### 4. Scoring and Price Agreement Award Recommendation

a. Responsive proposals will be evaluated and assigned a point value based on the factors in Section IV.

b. Resident Business or Native America Business Preference

- c. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.
- d. The Evaluation Committee **MAY** request the Offeror(s) of the top rated proposals to make an oral presentation; however, contracts may be awarded without such presentations and based solely on written offers. Finalists will be contacted to schedule oral presentations if required. If an oral presentation is requested, evaluation scores will be revised to reflect written response and presentation response.
- e. The responsible Offeror whose proposal is most advantageous to the District, taking into consideration the specifications and evaluation factors in Sections IV and V, will be recommended for contract award to the Chief Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**END SECTION V-EVALUATION**

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP #2024-001-HR**

**Cold Beverage Vending Services  
Los Lunas School District**

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

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than June 7, 2023.**

The firm listed below DOES \_\_\_\_\_ or DOES NOT \_\_\_\_\_ (check one) intend to respond to this Request for Proposals.

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

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

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

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

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

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

Please return to:

**Heather Rindels**  
Los Lunas Schools Purchasing  
119 Luna Ave  
Los Lunas, NM 87031  
Phone: (505) 866-8259  
Fax: (505) 866-8262  
E-mail: [hrindels@llschools.net](mailto:hrindels@llschools.net)

**APPENDIX B**

**Los Lunas School District  
PRICE AGREEMENT #2024-001-HR**

THIS AGREEMENT is made and entered into by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Los Lunas Board of Education.

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. Scope of Work

A. General Information: The contractor will provide Cold Beverage Vending Services as requested by LLS for approximately 1500 employees and 8600 students at 15 school sites and various administrative offices as specified below as well as product for school organizations for the purpose of fundraisers and sporting events.

Administration Offices	119 Luna Avenue, Los Lunas, NM 87031
District Service Center	1262 NM Hwy 314, Los Lunas, NM 87031
Special Services Offices	343 Main Street, Los Lunas, NM 87031
Teacher Resource Center	801 Coronado, Los Lunas, NM 87031
Los Lunas High School	1776 Emilio Lopez Rd, Los Lunas, NM 87031
Valencia High School	310 Bonita Vista Blvd, Los Lunas, NM 87031
Century High School	32 Sun Valley Rd, Los Lunas, NM 87031
Los Lunas Middle School	423 Main Street, Los Lunas, NM 87031
Valencia Middle School	22 Marlink Rd, Los Lunas, NM 87031
Ann Parish Elementary	112 Meadowlake Rd, Los Lunas, NM 87031
Bosque Farms Elementary	1390 W Bosque Loop, Bosque Farms, NM 87068
Desert View Elementary	49 Camino La Canada, Los Lunas, NM 87031
Katherine Gallegos Elementary	236 Don Pasqual Rd, Los Lunas, NM 87031
Los Lunas Elementary	800 Coronado St SE, Los Lunas, NM 87031
Peralta Elementary	3645 Hwy 47, Peralta, NM 87042
Raymond Gabaldon Elementary	454 Coronado St NE, Los Lunas, NM 87031
Sundance Elementary	3701 Sundance St SW, Los Lunas, NM 87031
Tome' Elementary	46 Chacon Rd, Los Lunas, NM 87031
Valencia Elementary	111 Monica Rd, Los Lunas, NM 87031
Transportation Eastside	112 Meadowlake Rd, Los Lunas, NM 87031

B. Full Service Contracting: LLS requires clean, operable vending machines to be serviced by qualified delivery personnel with products approved and agreed upon by LLS. Machines will be maintained and serviced, including stocking of product, on a regular basis. Products are to be delivered in clean, fresh, unbroken containers. Unacceptable product will be returned for full credit. The vending machine must clearly be identified by a serial number.

Vending machines will accept dollar coins, quarters, dimes, nickels, one dollar and five dollar bills with the ability to provide change with paper bills and coins. Optional electronic payment method preferred but not required.

All product labeling will be professionally made. Hand written labels will not be allowed. Product pricing will be displayed on each machine.

C. New Products: Contractor may suggest products that have been proven to maximize profit potential, however, LLS will determine the final product mix to be sold at each site. No substitutions will be allowed without LLS approval.

D. Other Requirements: Commission rates must remain firm for the contract period, unless changes in conditions requested by LLS result in adjustments. LLS reserves the right to pre-determine the location and type of all vending machines brought on campus. Requested moves by LLS will be performed by and at the cost of the vendor within five working days. LLS will provide electrical service to the locations on campus that have been approved for machine installation. Vending machines may not be eliminated without prior approval from LLS. Eliminating machines without prior approval will result in nonperformance of the vendor and subject to cancellation actions. All moves are at the expense of the vendor.

E. Exceptions: A Non-profit organization called "Food Services Association" exists to provide catering services for Los Lunas School functions such as year-end retirement recognition, honor society banquet, etc. This organization is exempt from this contract. LLS Student Nutrition is also exempt from this contract, as well as School Club Organizations, however, LLS reserves the right to extend the sale of products at the agreed pricing (case pricing, etc) to these organizations should they desire to do so. The exclusive portion of the contract will be for beverage vending machines only.

2. Coordination: The contractor's work shall be coordinated through a delegated representative for LLS or his designee(s).

3. Taxes:

A. LLS possess a Class 9 Nontaxable Transaction Certificate which does not apply to professional services, labor or construction. The bidder will be responsible for payment of all New Mexico Gross Receipts taxes or any other taxes due as a result of any contract with LLS. It is the bidder's responsibility to forward all taxes to the proper revenue office. Proposal shall include applicable state, and local taxes, however taxes will not be considered when evaluating each proposal.

B. The contractor shall not be reimbursed by Los Lunas Schools for applicable New Mexico gross receipts taxes, nor interest or penalties assessed on the contractor by any authority. The payment of taxes for any money received under this agreement shall be the contractor's sole responsibility and should be reported under the contractor's federal and state tax identification number(s).

C. Contractor and any and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold Los Lunas Schools harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, social security and worker's compensation.

4. Term: The term of this Price Agreement shall be for one (1) year from the date of approval by the Los Lunas School Board. This Price Agreement will renew on an annual basis, for up to three (3) additional one (1) year

terms. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed four (4) years.

5. Termination: This agreement may be terminated by either of the parties hereto upon written notice prior to the delivery of services set forth in the scope of work or at least ten (10) days prior to the intended date of termination. By such termination, if applicable, neither party may nullify obligations incurred for satisfactory performance through the date of termination.

6. Status of Contractors: The contractor, his agents and employees, are independent contractors performing services for LLS and are not employees of the Board of Education, LLS. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, use LLS vehicles, or any other benefits afforded to employees of LLS as a result of this agreement.

7. Assignment: The contractor shall not assign or transfer any interest in this agreement or assign any claims for money that may become due under this agreement without the prior written consent or approval of LLS.

8. Subcontracting: The contractor shall not subcontract, either written or oral, any portion of the services to be performed under this agreement without the prior written approval of LLS. If such occurs, LLS shall be entitled to reimbursement for the time accrued as a result of subcontracting. The contract shall then be terminated immediately upon such violation of the terms and conditions set forth herein.

9. Release: The contractor, upon final payment of the amount due under this agreement, releases LLS, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind LLS to any obligation not assumed herein by LLS unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Conflict of Interest: The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

11. Indemnification: The contractor shall hold harmless and indemnify LLS against all civil actions, suits, demands, losses or expenses, including attorney fees, which may be threatened or incurred at any time by reason out of contractor's services provided pursuant to this agreement.

12. Amendment: This agreement shall not be altered, changed, or amended except by instrument in writing executed by both parties thereto.

13. Scope of Agreement: This agreement incorporates Appendix B Price Agreement, Appendix C Pricing Schedule, Appendix D Letter of Transmittal Form, Appendix E Campaign Contribution Disclosure Form, Appendix F Conflict of Interest and Debarment Form, RFP 2024-001-HR, RFP amendments and vendor's RFP response.



14. Notice: The Procurement Code, Sections 13-1-28 through 13-1-99, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. Applicable Law: the Laws of the State of New Mexico and policies of the Board of Education shall govern this agreement.

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

17. Insurance: The contractor shall procure, pay for and maintain in full force and effect during the terms of this Agreement insurance as required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. The contractor shall furnish LLS copies of certificates of required insurance in a form satisfactory to LLS (or copies of insurance policies if LLS calls for them). All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to LLS before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies.

- Professional Liability Insurance: The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.

- Comprehensive General Liability: The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.

- Workers' Compensation Insurance: The contractor shall provide for its employees workers' compensation insurance as applicable under the New Mexico Workers' Compensation Act.

- Increased Limits: If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.

By signing this agreement the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore all terms and conditions spelled out in the original Request for Proposal RFP 2024-001-HR, dated June 1, 2023 are hereby incorporated as a part of this contract. No prior agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in the agreement.

**IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.**

By: \_\_\_\_\_  
Michelle Romero                      Director of Purchasing/Chief Procurement Officer                      Date  
Los Lunas Schools  
PO Box 1300, Los Lunas, NM 87031  
Phone: 865-9636                      [Maromero@llschools.net](mailto:Maromero@llschools.net)

By: \_\_\_\_\_  
Authorized Firm Representative                      Title                      Date

Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Fed Tax ID# or SS#: \_\_\_\_\_

## APPENDIX C

### PRICE SCHEDULE- (Submit in a Sealed Envelope)

Fill out the Price Schedule and total up the costs in the Vending Machine Price column. This Cost will be divided by the number of product types to get the Average Vending Machine Price, which will be used as the Total Evaluation Cost price as per Section IV.8. Price Schedule. Do not include State Gross Receipts Tax.

OFFEROR NAME: \_\_\_\_\_

# of Products	Product Name and Description	Size/Weight Cans or bottles	Vending Machine Price	% Commission Rate	Cost per Case (24 Count) for Organizations
1.	Soda				
2.	Water				
3.	Sports Drink				
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	TOTAL				

$$\frac{\text{TOTAL VENDING MACHINE PRICE}}{\text{\# OF PRODUCTS}} = \text{AVERAGE VENDING MACHINE PRICE}$$

Submitted By: \_\_\_\_\_

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

**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**

**Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2: For the person authorized by the organization to contractually obligate the organization:

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

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

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

**Title:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

4. For the person to be contacted for clarifications:

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

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2023  
Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 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 years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 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):

Tina Garcia	Board President
P. David Vickers	Board Vice President
Bruce Bennett	Board Secretary
Bryan C. Smith	Board Member
Eloy G. Giron	Board Member

**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): \_\_\_\_\_

**(Proceed to next page of Campaign Contribution Form)**

--OR--

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



APPENDIX F

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term "Offeror" shall mean that entity submitting a proposal, bid, or quote to Los Lunas Schools in response to the above referenced request.

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

no employee or board member of Los Lunas Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any Los Lunas Schools employee, board member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Offeror is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Offeror, please identify the Legislator:\_\_\_\_\_. List below the name(s) or any Los Lunas Schools employee, board member or close relative who now or within the preceding 24 months as per NMSA 13-1-191.1 (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than as an owner of less than 1% of the Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

**DEBARMENT/SUSPENSION STATUS**

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. **The Offeror agrees to provide proof of registration on Sam.Gov** and provide immediate notice to Los Lunas Schools' Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

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

Signature:\_\_\_\_\_

Name of Person Signing (typed or printed):\_\_\_\_\_

Title:\_\_\_\_\_ Date:\_\_\_\_\_

Name of Company (typed or printed):\_\_\_\_\_

Address:\_\_\_\_\_

City/State/Zip:\_\_\_\_\_

Telephone:\_\_\_\_\_

Email:\_\_\_\_\_

## APPENDIX G

### 1. DEFINITION OF TERMINOLOGY

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

"Close of Business" means 4:30 P.M. MDT.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision of the Director of Purchasing including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by LLS to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Los Lunas School Board" means the elected board in whom all powers of the School District are vested and who are responsible for the proper and efficient administration of the School District.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by LLS to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Price agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring agency" means a municipality, county, state agency, local public body or other political subdivision of the State of New Mexico (or any subdivision thereof) that requests the procurement of services or items of tangible personal property under this Price Agreement.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the Los Lunas School District Purchasing Office or the Los Lunas Schools Purchasing Director.

"Purchasing Director" or "PD" means the Purchasing Director for Los Lunas School District.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"School District" means Los Lunas School District.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement.", "The [NAME HERE] Company concurs with this requirement." and "The [NAME HERE] Company agrees to participate as required."

## **2. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

### **- New Mexico Procurement Code**

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDW>