



REQUEST FOR PROPOSALS
FOR DAIRY PRODUCT TO INCLUDE STATEWIDE DISTRIBUTION SERVICES

RFP NO: 2022-008-HR Issued March 10, 2022

PROCUREMENT ON BEHALF OF: Los Lunas School District and the New Mexico School Nutrition Cooperative

CONTACT PERSON: Heather Rindels

ADDRESS: PO Drawer 1300

CITY/STATE/ZIP: Los Lunas, NM 87031

TELEPHONE: 505-866-8259

FAX: 505-866-8262

E-MAIL: hrindels@llschools.net

DEADLINE FOR RECEIPT OF PROPOSALS IS AS FOLLOWS:

DATE: Thursday, April 14, 2022 TIME: 2:00 PM Local Time

DELIVER TO:

Los Lunas Schools

Attn: Heather Rindels

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

(If Hand Delivered) 119 Luna Avenue, Los Lunas, NM 87031

Phone Number: 505-866-8259

Email: hrindels@llschools.net

The date and time received will be stamped on the proposals by the District offices. 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 VIA ZOOM VIDEO CONFERENCING

DATE: Tuesday, March 22, 2022

TIME: 10:00 AM Local Time

Join Zoom Meeting at:

<https://llschools-net.zoom.us/j/87832754689?pwd=cml1TG91eWJSSER5Um5vanlkSjMzdz09>

Meeting ID: 878 3275 4689

Passcode: Dairy

Commodity Codes: 38045, 38075, 38517, 96125, 96219

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Los Lunas School District (LLS) and the New Mexico School Nutrition Cooperative (CO-OP) seeks sealed proposals from qualified companies, properly registered and licensed to do business in the State of New Mexico, to provide and deliver dairy products to school sites in New Mexico under an open-end, multi-year agreement.

B. SUMMARY SCOPE OF WORK *See Attachments I & II

The scope of work consists of providing and delivering dairy products to approximately 10 School Districts across the State of New Mexico belonging to the New Mexico School Nutrition CO-OP that complies with the cited specifications and State and Local standards.

C. SCOPE OF PROCUREMENT

1. This is a Procurement being conducted by Los Lunas Schools District and The New Mexico School Nutrition Cooperative. 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.
2. The term of the Price Agreement shall be for one (1) year beginning fiscal year 2022/2023. Unless otherwise terminated pursuant to the Price Agreement, the Price Agreement shall automatically renew, on an annual basis, for up to two (2) additional one-year terms. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed three (3) years. This procurement will result in a single source award.
3. Schools included in the NM School Nutrition CO-OP include:
 - Bloomfield Public Schools, Bloomfield, NM
 - Central Consolidated Schools, Shiprock, NM
 - Estancia Public Schools, Estancia, NM
 - Los Lunas Schools, Los Lunas, NM
 - Mora Public Schools, Mora, NM
 - Moriarty Public Schools, Moriarty, NM
 - Mountainair Schools, Mountainair, NM
 - NM School for the Deaf, Santa Fe, NM
 - Santa Fe Public Schools, Santa Fe, NM
 - Taos Municipal Schools, Taos, NM

D. PROCUREMENT MANAGER

Los Lunas School District has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. 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 District employees do not have the authority to respond on behalf of Los Lunas School District.

Heather Rindels
Los Lunas School District
Delivery Address (including proposal delivery):
119 Luna Avenue, Los Lunas, NM 87031

Mailing Address:
PO Box 1300, Los Lunas, NM 87031

Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Heather Rindels' Delivery Address above.

E. 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. Local Time.

"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.

"CO-OP" means The New Mexico School Nutrition Cooperative that includes 10 School Districts listed under Section I.C.3.

"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.”

F. PROCUREMENT LIBRARY

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

- New Mexico Procurement Code

<https://law.justia.com/codes/new-mexico/2013/chapter-13/>

- Los Lunas Schools Purchasing Policy

http://www.llschools.net/lls_board_of_education/policies/section_i_i_i_finance

-Los Lunas Schools Wellness Policy (7.43)

http://www.llschools.net/lls_board_of_education/policies/section_v_i_i_students

-Federal W-9

<http://www.llschools.net/common/pages/DisplayFile.aspx?itemId=15394024>

-Code of Federal Regulations 2 C.F.R. Part 200, Appendix II

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

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:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	3/10/22 (Thur)
2. Return of “Acknowledgment of Receipt” Form for Participation List	Potential Offerors (PO)	3/22/22 (Tue)
3. Pre-Proposal Conference (Non-Mandatory)	PM/PO	3/22/22 (Tue) 10:00 AM
4. Deadline to Submit Questions	PM	3/25/22 (Fri) 4:30 PM
5. Response to Written Questions/ RFP Amendments	PM	3/30/22 (Wed) 4:30 PM
6. Submission of Proposal	Offerors	4/14/22 (Thur) 2:00 PM
7. Proposal Evaluation	Evaluation Committee (EC)	4/21/22 (Thur)
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*	Purchasing Director*	5/24/22 (Tue)
13. Protest Deadline	Offerors	6/8/22 (Wed) 4:30 PM

*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 and the NM School Nutrition Cooperative

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 Non-Mandatory Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time 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 Local Time 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 LOCAL TIME 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 "Dairy Product and Distribution Services" Request For Proposals and should reference "RFP #2022-008-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

[This section not applicable.]

9. Best and Final Offers

[This section not applicable.]

10. Oral Presentations

[This section not applicable.]

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 Local Time 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 Schools Purchasing
Attn. Michelle Romero, Director of Purchasing
119 Luna Avenue (hand delivered)/PO Drawer 1300 (if mailed)
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) and Los Lunas Schools Purchasing Policy (#3.15).

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 and the New Mexico School Nutrition Cooperative. School Districts 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 the CO-OP 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 or the CO-OP.

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 and the CO-OP 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 Los Lunas 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, the CO-OP 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 or the CO-OP 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 or the CO-OP 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, the CO-OP 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 LLS or the CO-OP, 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 and CO-OP Rights

LLS and the CO-OP 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.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original proposal, one (1) electronic copy on a USB flash drive and three (3) identical copies 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. For this procurement, we expect receipt of four (4) binders. Only one (1) SEALED copy of the cost proposal (See Appendix C) and one (1) copy of the mandatory items (See Section IV.C) are required. They can be submitted in the copy marked “Original”. The cost proposal (Appendix C) MUST be submitted in a SEALED envelope. **DO NOT** include the price proposal on the flash drive.

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 all listed items in the sequence indicated with a tab for each item listed below.

- a. Table of Contents
- b. Letter of Transmittal Form (See Appendix D)*
(**must be completed, signed and included with the offeror’s proposal.**)
- c. General Performance Requirements*
- d. Insurance*
- e. Campaign Contribution Disclosure Form (See Appendix E)*
- f. Permits and Licenses*
- g. Conflict of Interest and Debarment Form (See Appendix F)*
- h. Certification Regarding Lobbying (See Attachment IV)*
- i. Cost Proposal Form **in a sealed and labeled envelope** (See Appendix C)*
- j. Response to Desirable Requirements
- k. Other Supporting Material (Optional. See Section III.C.3 below)

***Only the single original needs to be provided and must be secured in the binder marked “Original” in the required sealed and labeled envelope.**

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 Cost Proposal, Appendix C.

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

2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror’s proposal

3. 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.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

LLS is comprised of fifteen school sites, 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 8500 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, projections for student growth have increased significantly.

The New Mexico School Nutrition Cooperative is a Cooperative of public school nutrition and food service programs for 10 School Districts in the State of New Mexico.

2. In-State Resident or Veteran Preference

Not Applicable as per NMSA 13-1-21

3. Response to Requirements

Each mandatory requirement in Sections IV.C.1 through IV.C.9, 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 (0 Points – Pass/Fail Only)

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. General Performance Requirements (0 Points – Pass/Fail Only)

Offeror must agree to provide the products and services, specified herein (***See Attachment I & II**) and priced by the offeror in their proposal, at a price not to exceed the prices stated in the offerors proposal (“Cost Proposal”, 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.**

3. Insurance (0 Points – Pass/Fail Only)

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.

4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)

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 Sonya C’Moya; Vice-President Bruce Bennett; Secretary Tina Garcia; Members Ragon Espinoza and P. David Vickers.)

5. Permits and Licenses (0 Points – Pass/Fail Only)

The Offeror is responsible to obtain and pay for all permits and licenses required to perform 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.

A statement of concurrence is required.

6. Conflict of Interest and Debarment Form (0 Points – Pass/Fail Only)

7. Proof of Sam.Gov Registration (0 Points – Pass/Fail Only)

8. Certification Regarding Lobbying (0 Points – Pass/Fail Only)

Offeror must complete and sign Attachment IV, Certification Regarding Lobbying Form to comply with Federal Requirements.

9. Cost Proposal (350 Points)-Submit in a sealed envelope (See Appendix C)

D. DESIRABLE REQUIREMENTS

1. Experience/Qualifications/Capacity to Perform (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 School Districts listed in Section I.C.3. Include the full name of your company, address,

city, state and zip code, telephone and fax number and an email address of the person responsible for the RFP.

1. Performance/Service History Based on Client References **(200 Points Possible)**

Include a minimum of three (3) reference letters from current New Mexico School Districts along with their contact information.

3. Overall Level of Services Offered. **(200 Points Possible)**

Include a description of approach to be taken by the Offeror in providing products and services to the CO-OP. This section may include any and all actions to be taken in guaranteeing product availability, timeliness of processing orders, scheduling deliveries, handling shipment errors, shortages and/or damages, invoicing, etc.

4. HACCP Plan **(100 Points Possible)**

A Company provided HACCP plan should be submitted to address the process for transporting and delivering product at appropriate temperatures.

TOTAL POSSIBLE POINTS = 1000

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	General Performance Requirements	0*
IV.C.3	Insurance	0*
IV.C.4	Campaign Contribution Disclosure Form	0*
IV.C.5	Permits and Licenses	0*
IV.C.6	Conflict of Interest and Debarment Form	0*
IV.C.7	Proof of Sam.Gov Registration	0*
IV.C.8	Certification Regarding Lobbying	0*
IV.C.9	Sealed Cost Proposal	350
IV.D.1	Experience/Qualification/Capacity to Perform	150
IV.D.2	Performance/Service History	200
IV.D.3	Overall Level of Services Offered	200
IV.C.4	HACCP Plan	100
TOTAL		1000
	Oral Presentations (If Needed)	50
	TOTAL POSSIBLE AWARDED POINTS	1000-1050

B. EVALUATION FACTORS

LLS and the NM School Nutrition CO-OP's intent is to award the contract to the offeror who can provide the solution that meets or exceeds the scope of work of this Request for Proposal. Each proposal will be reviewed for completeness and compliance of the established scope of work and instructions specified in this RFP. If fewer than three proposals are received in any one geographical area, the Evaluation Committee may recommend an award or reissue the RFP.

LLS and the NM School Nutrition CO-OP will select a committee for the purposes of proposal evaluation that will be comprised of representatives from participating departments. The committee may conduct additional interviews or ask for final presentations. Clarifications of information submitted may be asked for during the evaluation period. The selection of the successful offeror will be based upon the evaluation factors found in V.C.1 through V.D.4, below, as indicated.

C. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points – Pass/Fail Only)
2. General Performance Requirements (0 Points – Pass/Fail Only)

3. Insurance (0 Points – Pass/Fail Only)
4. Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)
5. Permits and Licenses (0 Points – Pass/Fail Only)
6. Conflict of Interest and Debarment Form (0 Points – Pass/Fail Only)
7. Proof of Sam.Gov Registration (0 Points – Pass/Fail Only)
8. Certification Regarding Lobbying (0 Points – Pass/Fail Only)
9. Cost Proposal (350 Points)-**submitted in a sealed envelope** (See Appendix C)

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

$$\text{Offeror's Points} = \frac{\text{Lowest Total Evaluation Price}}{\text{This Offeror's Total Evaluation Price}} \times 350$$

D. DESIRABLE REQUIREMENTS

1. Experience/Qualifications/Capacity to Perform (150 Points Possible)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of experience and qualifications provided along with evidence of capacity to perform.

2. Performance/Service History (200 Points Possible)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of successful past performance. References provided will be contacted.

3. Overall Level of Services Offered (200 Points Possible)

Points will be awarded based on the thoroughness and strength of the response as well as the indicated level of the ability to provide product and delivery services. Points will also be awarded based on the organization of payment procedures and shipment error processing.

4. HACCP Plan (100 Points Possible)

Points will be awarded based on the thoroughness and strength of the Offeror’s HACCP plan.

E. 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. Resident Preferences

Not Applicable as per NMSA 13-1-21

5. Scoring and Price Agreement Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Note that competing proposals WILL BE COMPARED for scoring purposes. 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. The responsible offeror whose proposal is most advantageous to LLS and the CO-OP, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Director, 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.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Request for Proposals

DAIRY PRODUCT TO INCLUDE STATEWIDE DISTRIBUTION SERVICES

Los Lunas School District RFP #2022-008-HR

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 F.

The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than March 22, 2022

The firm listed below _____DOES/ _____DOES NOT 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 Manager
119 Luna Ave (if hand-delivered)/PO Box 1300 (if mailed)
Los Lunas, NM 87031
Phone: (505) 866-8259
Fax: (505) 866-8262
E-mail: hrindels@llschools.net

APPENDIX B

PRICE AGREEMENT

Los Lunas School District

PRICE AGREEMENT #2022-008-HR

This agreement made and entered into this _____ day of _____, 20____ by and between the Board of Education, Los Lunas Schools, hereinafter referred to as "LLS" and _____ hereto referred to as "Contractor".

IT IS MUTUALLY AGREED UPON BETWEEN THE PARTIES:

1. Scope of Work *See Attachments I & II

A. General Information: The contractor will provide Dairy Product and Statewide Delivery Services as requested by LLS and the NM School Nutrition Cooperative for Ten (10) New Mexico School Districts included in the Cooperative:

Bloomfield Public School, Bloomfield, NM
Central Consolidated Schools, Shiprock, NM
Estancia Public Schools, Estancia, NM
Los Lunas Public Schools, Los Lunas, NM
Mora Public Schools, Mora, NM
Moriarty Public Schools, Moriarty, NM
Mountainair Schools, Mountainair, NM
NM School for the Deaf, Santa Fe, NM
Santa Fe Public Schools, Santa Fe, NM
Taos Municipal Schools, Taos, NM

B. Full Service Contracting: LLS and the NM School Nutrition Cooperative requires product to be delivered in clean, operable equipment to be serviced by qualified delivery personnel with products approved and agreed upon by LLS and the NM School Nutrition Cooperative. Products are to be delivered in clean, fresh, unbroken containers. Unacceptable product will be returned for full credit.

2. Coordination

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

3. Taxes:

A. LLS possesses 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, with written consent by each party for up to two (2) additional one (1) year terms unless terminated pursuant to paragraph 5 (Termination). Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed three (3) years.

5. Termination:

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, or if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

6. Status of Contractors

The contractor, his agents and employees, are independent contractors performing services for LLS and the CO-OP and are not employees of the Board of Education, LLS or the CO-OP. 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; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making of this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

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 all parties thereto.

13. Scope of Agreement

This agreement incorporates Appendix B Price Agreement (which includes Attachments I through IV), Appendix C Cost Proposal, Appendix D Letter of Transmittal Form, Appendix E Campaign Contribution Disclosure Form, Appendix F Conflict of Interest and Debarment Form, RFP 2022-008-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

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of 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.

18. Equal Opportunity Compliance

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

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

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

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

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

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Buy America Provision

The LEA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

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 2022-008-HR, dated March 10, 2022 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.

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

By: _____
Michelle Romero Director of Purchasing Date
Los Lunas Schools
PO Box 1300, Los Lunas, NM 87031
Phone: 505-865-9636 Fax: 505-866-8262 Maromero@lsschools.net

By: _____
Signature Authorized Firm Representative Title Date
Printed Name: _____
Mailing Address: _____
Phone/Fax/Email: _____
Fed Tax ID# or SS#: _____

Attachment 1

SCOPE OF WORK

A. Proposal Conditions

1. Notwithstanding any other provisions of this RFP, the CO-OP reserves the right to award this contract to the vendor that best meets the requirements of this RFP
2. Offeror shall specify on each type of milk (i.e. 1% and fat-free) and other dairy products the brand names and vendor code numbers proposed on the item description sheets. See Cost Proposal Appendix C. Vendor shall furnish the CO-OP districts with grading and information fact sheets on brands being proposed. Vendor should indicate number of items, pounds or ounces per case as requested on the provided lines. Quality must be specified at time of proposal submission.
3. Fluid milk (flavored, unflavored fat free, unflavored 1% low-fat mild and cultured buttermilk) must meet State and Local standards for such mild. The milk should contain Vitamin A and D at levels consistent with State and Local standards.
4. All ice cream shall contain not less than 10% by weight of milk fat, not less than 20% total mild solids and not more than 0.5% stabilizer.
5. Proposals are to be made on an ALL OR NOTHING BASIS. All items listed on Cost Proposal Appendix C shall remain firm for the entire length of the contract: June 1, 2022 – May 31, 2023.
6. Escalation Clause: Prices must remain firm for the entire length of the contract. If there is a compelling reason for a price increase, price escalation may be considered. In other words, if the successful contractor cannot honor pricing due to market-related issues that will result in a price increase for packer to the vendor, or an “Act of God”, or similar catastrophe and/or an unusual event beyond the control of the Offeror during the life of the contract, then price escalation may be allowed.
7. A request for price escalation must be supported with price documentation specifying the circumstances relied upon for escalation. Any such approved increase will be defined by amendment. No substitutions of product are allowed unless approved by the CO-OP and/or designated member school.
8. All CO-OP Districts with the exception of Central Consolidated School District are exempt from all Federal, State and City Tax on all products. Central Consolidated School District is prepared to furnish necessary exemption certificates.
9. The awarded Offeror shall agree to accept, for full credit, the return of any items received which are found by the District to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. The delivery invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving District employee. For products found to be defective after the delivery (within 5 days) the awarded Offeror will issue a credit memo or replace product per the District’s request. The credit memo shall reference the original invoice number and be issued within seven (7) days of request.

10. The contractor is to replace spoiled, partially filled or unfilled cartons. Unsanitary milk cartons and milk crates are unacceptable. If applicable to Offeror's company, empty milk crates are to be picked up on delivery days and are not allowed to sit on school property.
11. Milk expiration dates will be 12-14 days upon delivery.
12. Statements or velocity reports must be obtainable on a monthly basis or as needed per the request of the District.

B. Delivery Requirements

1. The CO-OP requires offers that guarantee availability and timely delivery of all items ordered by schools. Each delivery at each warehouse and/or school site shall be invoiced separately by contractor and the original copy shall be left at the warehouse or school site showing the signature of the person receiving the delivery.
 - a) Successful Offeror agrees that only authorized personnel will sign for delivery invoices at each site.
2. Deliveries of dairy products are to be made throughout the indicated period and time requirements PER SCHOOL DISTRICT INSTRUCTIONS. **See Attachment II** for "Member District Information".
 - a) Deliveries will not be accepted at any school during meal service – see **Attachment II** for service times.
 - b) All deliveries of dairy products shall be made in a refrigerated vehicle. Contractor is to deliver on half-pints of milk and other desired dairy products per each School District's instructions – See Attachment II for "Member District Information".
3. Milk shall be delivered to ALL schools once per week.
 - a) Any alternate schedule should be submitted in writing to each respective District food services office that the change may affect.
 - b) Twice per week deliveries: Orders will be required to have a minimum value of \$350 and/or a total of 30 or more pieces of product for a second delivery to take place. A \$35 delivery fee will be allowed to be added to those invoices that do not meet the required pieces and/or dollar amount.
4. No substitutions are to be made without prior approval from the Director of Food Services or designee

Attachment II New Mexico School Nutrition Cooperative Information

Bloomfield School District

District Director: Evelyn Barry 505-632-4339 office, 505-634-3840 fax; ebarry@bsin.k12.nm.us email

Description of District: Bloomfield Schools is located in the four corners area of northern New Mexico, 180 miles from Albuquerque, New Mexico. The school district has seven schools that lie within the district boundaries.

Estimated Enrollment for 22-23: 2585

Employment of District: Approximately 500 staff members

Breakfast ADP: 1000

Lunch ADP: 1175

Snack ADP: 30

School Sites

Name	Address	Enroll.	Grades	School Hours	Breakfast Times	Lunch Times	Delivery Site Y/N
Bloomfield High	520 N. 1 st – Bloomfield	700	9-12	8:25-3:30	7:35-8:25	12:10-12:50	Y
Charlie Y. Brown High (Alternative)	924 S. Bloomfield Blvd., Bloomfield	100	9-12	8:15-3:20	8:00-8:20	12:20-12:50	N
Mesa Alta Junior High	329 N. Bergin Lane, Bloomfield	410	7-8	8:30-3:40	7:45-8:25	11:30-12:20	Y
Naaba Ani Elementary	1201 N. 1 st , Bloomfield	430	4-6	8:00-3:10	7:30-8:00	11:10-1:10	Y
Central Primary	310 W. Sycamore St., Bloomfield	450	1-3	8:00-3:00	7:50-8:10	11:30-1:00	Y
Bloomfield Early Childhood Center	310 La Jara St., Bloomfield	315	PS-KG	8:10-2:50	7:30-7:55	11:00-12:10	Y
Blanco Elementary	7313 U.S. Highway 64, Bloomfield	180	1-6	7:50-2:40	7:30-7:50	11:00-12:20	Y

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?	No		
Do you have a central warehouse		Yes	For commodities only

Central Consolidated School District

District Director: Margene Purcella, SNS; purem@centralschools.org; 505-598-5966

Description of District: Central Consolidated School District is located in San Juan County and lies in the NW corner of New Mexico, in the Four Corners Area. CCSD is New Mexico’s 11th largest school district in terms of area. It covers about 3,000 square miles and serves Kirtland, Ojo Amarillo, Newcomb, Naschitti and Shiprock, New Mexico. CCSD has 16 sites that lie within district boundaries.

Estimated Enrollment for 22-23: 6000

Employment of District: The school district employees 1081 employees, including 551 certified teachers/administrators and 530 support staff.

Breakfast ADP: 2650

Lunch ADP: 5200

Snack ADP: 308

School Sites

Name	Address	Enroll.	Grades	School Hours	Brkfst Times	Lunch Times	Delivery Site Y/N
Ojo Amarillo Elementary	P.O. Box 768 Fruitland, NM 87416	400	K-6	7-4	7:30-8:45	10:30-12:00	Y
Kirtland Elementary	30 CR 6446 Kirtland, NM 87417	552	K-6	7-4	7:30-8:45	10:40-1:00	Y
Judy Nelson Elementary	40 CR 6580 Kirtland, NM 87417	629	K-6	7-4	7:30-8:15	11:10-12:30	Y
Kirtland Middle	538 CR 6100 Kirtland, NM 87417	475	7-8	7-4	7:15-7:50	10:53-12:26	Y
Kirtland Central High	550 CR 6100 Kirtland, NM 87417	727	9-12	7-4	7:30-8:00	10:55-12:25	Y
Nizhoni Elementary	P.O. Box 1968 Shiprock, NM 87420	390	Pre-K-5	7-4	7:15-8:30	10:30-12:00	Y
Mesa Elementary	P.O. Box 1803 Shiprock, NM 87420	300	K-5	7-4	7:30-8:30	10:45-12:30	Y
Eva B. Stokely Elementary	P.O. Box 3568 Shiprock, NM 87420	327	K-5	7-4	7:30-8:15	11:00-12:00	Y
Tse Bit Ai Middle	P.O. Box 1703 Shiprock, NM 87420	475	6-8	7-4	7:20-7:50	10:45-12:15	Y
Shiprock High	P.O. Box 3578 Shiprock, NM 87420	626	9-12	7-4	7:30-8:00	11:00-12:40	Y
Newcomb Elementary	P.O. Box 7963 Newcomb, NM 87455	280	PreK-5	7-4	7:30-8:30	11:00-12:30	Y
Newcomb Middle	P.O. Box 7973 Newcomb, NM 87455	190	6-8	7-4	7:30-8:00	10:50-11:40	N
Newcomb High	P.O. Box 7973 Newcomb, NM 87455	225	9-12	7-4	7:30-7:55	11:50-12:35	Y
Naschitti Elementary	Drawer F Sheepsprings, NM 87364	100	PreK-5	7-4	7:30-8:00	11:30-12:30	Y
Career Prep High	P.O. Box 1199 Shiprock, NM 87420	123	9-12	7-4	7:30-8:00	11:50-12:30	Y
Kirtland Early Childhood Center	10 CR 6400 Kirtland, NM 87417	109	Pre K	7-4	7:30-8:25	11:00-12:15	N
Student Nutrition Program Warehouse	76 C CR 6500 Kirtland, NM 87417			7:30 – 3:00			

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?	No		
Do you have a central warehouse		Yes	If needed

Estancia Municipal Schools

District Director: Marla E. Lovato marla.lovato@emsdbears.us 505-384-2053
Description of District: Public School
Estimated Enrollment for 22-23: 583
Employment of District: 96
Breakfast ADP: 230
Lunch ADP: 410
Snack ADP: N/A

School Sites

Name	Address	Enroll.	Grades	School Hours	Breakfast Time	Lunch Time	Delivery Site Y/N
Van Stone	300 N. 9 th Street	34	K	8-3	7:50	10:40	N
Lower Elementary	300 N. 9 th Street	147	PK-3	8-3	7:50	10:50	N
Upper Elementary	300 N. 9 th Street	135	4-6	8-3	7:50	11:10	N
Estancia Middle School	300 N. 9 th Street	86	7-8	8-3	7:50	11:15	N
Estancia High School	300 N. 9 th Street	181	9-12	8-3	7:50	11:40	N

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?		Yes	Yes
Do you have a central warehouse?	No		

Los Lunas Schools

District Director: Jamie Giron jgiron@llschools.net 505-866-2490

Description of District: LL Schools is sixteen schools in northern Valencia County approximately 20 miles south of the ABQ Sunport. It includes the villages of Los Lunas, Peralta, Valencia, Bosque Farms, Tome’, Meadowlake and El Cerro Mission.

Estimated Enrollment for 22-23: 8500

Employment of District: The school district employees 1100 employees, 600 certified staff and 500 support staff.

Breakfast ADP: 2950

Lunch ADP: 5500

Snack ADP: 80

School Sites

Name	Address	Enrollment	Grades	School Hours	Delivery Site Y/N
Ann Parish Elementary	112 Meadow Lake Los Lunas, NM 87031	528	PreK-6	6:45-1:15	Y
Bosque Farms Elementary	1390 W. Bosque Farms Loop Bosque Farms, NM 87068	431	K-6	7-1:30	Y
Desert View Elementary	49 Camino La Canada Los Lunas, NM 87031	489	PreK-6	6-12:30	Y
Katherine Gallegos Elementary	236 Don Pasqual Road Los Lunas, NM 87031	478	K-6	7-1:30	Y
Los Lunas Elementary	800 Coronado Road Los Lunas, NM 87031	552	PreK-6	7:15-1:45	Y
Peralta Elementary	3645 Hwy 47 Peralta, NM 87042	378	PreK-6	7-1:30	Y
Raymond Gabaldon Elementary	454 Coronado Road Los Lunas, NM 87031	425	K-6	7:30-2	Y
Sundance Elementary	3701 Sundance Road Los Lunas, NM 87031	597	PreK-6	7-1:30	Y
Tomē Elementary	46 Chacon Road Tom’e, NM 87060	511	PreK-6	6:45-1:15	Y
Valencia Elementary	111 Monica Road Los Lunas, NM 87031	431	PreK-6	7-1:30	Y
Los Lunas Middle School	423 Main Street Los Lunas, NM 87031	727	7-8	6:30-1	Y
Valencia Middle School	22 Marlink Road Los Lunas, NM 87031	552	7-8	6:30-1	Y
Century High School	32 Sun Valley Rd Los Lunas, NM 87031	175	9-12	5-1:30	Y
Los Lunas High School	1776 Emilio Lopez Road Los Lunas, NM 87031	1203	9-12	5-1:30	Y
Valencia High School	310 Bonita Vista Blvd Los Lunas, NM 87031	1013	9-12	5-1:30	Y

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?	No		
Do you have a central warehouse?		Yes	All deliveries go to the warehouse.

Mora Independent School District

District Director: Rachel Martinez, rmartinez@mora.k12.nm.us 575-387-3115

Description of District: Mora Schools is located in Northern New Mexico 30 miles north of Las Vegas. The district has two elementary schools, one middle school and one high school.

Estimated Enrollment for 22-23: 450

Employment of District: The school district employees 77 full time employees and approximately 20 substitute teachers.

Breakfast ADP: 350

Lunch ADP: 425

Snack ADP: 200

School Sites

Name	Address	Enroll.	Grades	School Hours	Breakfast Times	Lunch Times	Delivery Site Y/N
Holman Elementary	P.O. Box 179, Mora, NM	60	PreK-K	8:05-3:00	8:15-8:45	11:00-12:00	Y
Mora Elementary	P.O. Box 179, Mora, NM	150	1-6	8:05-3:00	8:00-9:05	11:00-11:30	Y
Mora Middle	P.O. Box 179, Mora, NM	80	7-8	8:10-3:10	8:00-9:05	11:45-12:15	Y
Mora High	P.O. Box 179, Mora, NM	130	9-12	8:10-3:00	7:30-8:05	12:00-12:30	Y
Mora EHS/HS	P.O. Box 179, Mora, NM	30	Early Head Start/Head Start	8:05-3:45	8:30	12:00	Y

Moriarty Edgewood School District

District Director: Josh McCleave; josh.mccleave@mesd.us

Description of District: Moriarty Edgewood School District is located approximately 22 miles east of Albuquerque. The district encompasses two small towns and their surrounding areas.

Estimated Enrollment for 22-23: 2350

Employment of District: Moriarty Edgewood School District employees about 475 employees including 275 classroom teachers and education assistants.

Breakfast ADP: 1050

Lunch ADP: 1450

Snack ADP: none

School Sites

Name	Address	Serving Times
Moriarty Elementary	2015 School Loop, Moriarty	10:50-12:20
Moriarty Middle	200 Center Street, Moriarty	11:25-12:00
Moriarty High	200 Center Street, Moriarty	11:42-1:11
Route 66 Elementary	805 Barton Road, Edgewood	10:40-12:00
South Mountain Elementary	577 Sate Road 344, Edgewood	11:00-12:30
Edgewood Elementary	17 West Venus Road, Edgewood	11:30-12:55

Mountainair Public Schools

District Director: Kathryn Littlefield, klittlefield@mpschoools.net 505-847-2333 ext: 3001

Description of District: Mountainair Public School District is located in Torrance County and lies in the central part of New Mexico. The school district has 3 schools that lie within the district boundaries.

Estimated Enrollment for 22-23: 240

Employment of District: The school district employees 48 employees, including 23 classroom teachers and educational assistants.

Breakfast ADP: 232

Lunch ADP: 232

Snack ADP: 25

School Sites

Name	Address	Enrollment	Grades	School Hours	Breakfast	Lunch	Delivery Site Y/N
Mountainair	P.O. Box 456 Mountainair, NM 87036	112	PK-5	7:55- 3:40	7:55	11:15 & 11:45	Y
Mountainair Middle School	P.O. Box 456 Mountainair, NM 87036	49	6-8	7:55- 3:40	7:55	11:07- 11:32	Y
Mountainair High	P.O. Box 456 Mountainair, NM 87036	79	7-12	7:55- 3:40	7:55	12:08- 12:37	Y

Central Delivery Information

Do you have a central kitchen? NO

Do you have a central warehouse? NO

New Mexico School for the Deaf

Food Service Manager: Laurie Allocca lauri.allocca@nmsd.k12.nm.us 505-476-6347

Description of District: Public “Special School”

Estimated Enrollment for 22-23: 145

Employment of District: 200

Breakfast ADP: 85

Lunch ADP: 115

Snack APD: N/A

School Sites

Name	Address	Enrollment	Grades	School Hours	Breakfast	Lunch	Delivery Site Y/N
NMSD	1060 Cerrillos Ave., Santa Fe, NM 87505	145	PreK-12	8:00-3:20	7:20-8:15	11:00-12:15	N

Central Delivery Site:

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?		Yes	Yes, we have only one site/one kitchen.
Do you have a central warehouse?	No		

Santa Fe Public Schools

District Director: Elizabeth (Betsy) Cull ecull@sfps.k12.nm.us 505-467-3606

Description of District: Santa Fe Public Schools is a district located in and around Santa Fe with 26 schools, 21 of which prepare meals and receive deliveries.

Estimated Enrollment for 22-23: 13000

Employment of District: The school district employees 2000 employees

Breakfast ADP: 3800

Lunch ADP: 7800

Snack ADP: 60

School Sites

Name	Address	Enroll.	Grades	School Hours	Brkfst Times	Lunch Times	Delivery Site Y/N
Acequia Madre Elem	700 Acequia Madre Santa Fe NM 87501	158	K-6	8-2:30	N/A	11:10 to 12:00	N
Amy Biehl	310 Avenida Del Sur Santa Fe, NM 87507	467	K-6	8-2:30	7:15-7:50	11:40-12:45	Y
El Camino Real	2500 S. Meadows Santa Fe, NM 87507	847	PreK-8	8-2:30	Brk in class	10:25 to 1:15	Y
Aspen Community School	450 La Madera Santa Fe, NM 87501	418	K-8	8-2:30	10:55-12:30	11:30 to 12:05	Y
Atalaya Elem	721 Camino Cabra Santa Fe NM 87505	315	PreK-6	8-2:30	7:30 to 7:50	11:00 to 12:15	Y
Carlos Gilbert Elem	3000 Griffin St Santa Fe NM 87501	341	K-6	8-2:30	7:30 to 7:50	11:00 to 12:20	Y
Cesar Chavez Elem	6251 Jaguar Dr Santa Fe NM 87507	408	PreK-6	8-2:30	7:30-7:50	10:50-12:10	Y
Chaparral Elem	2451 Avenida Chaparral Santa Fe NM 87505	300	K-6	8-2:30	7:30-7:50	10:45-12:15	Y
E.J. Martinez Elem	401 W. San Mateo Santa Fe NM 87505	271	PreK-6	8-2:30	7:30-7:50	11:00-12:30	Y
El Dorado Elem	# 2 Avenida Torreon Santa Fe NM 87508	502	K-8	8-2:30	7:30 to 8:00	11:00-12:20	Y
Gonzales Elem	851 West Alameda Santa Fe NM 87505	419	K-8	8-2:30	7:30 to 7:50	11:15 to 12:45	Y
Kearny Elem	901 AV Las Campanas Santa Fe NM 87505	436	PreK-6	8-2:30	7:30-8:10	10:40-12:45	Y
Mandela IB Academy at Larragoite	1604 Agua Fria Santa Fe NM 87507	217	7-12	8-2:30	N/A	12:20-1:00	N
Nava Elem	2655 Siringo Rd Santa Fe NM 87505	209	K-6	8-2:30	Brk in class	11:10-12:30	Y
Pinon Elem	2921 Camino los Caballos Santa Fe NM 87505	557	PreK-6	8-2:30	7:30 to 8:00	10:55-12:45	Y
Ramirez /Thomas Elem	3200Callw Po Ae Pi Santa Fe NM 87507	498	PreK-5	8-2:30	7:30-8:05	10:50-12:30	Y
Salazar Elem	1231 Apache Ave Santa Fe NM 87505	255	K-6	8-2:30	7:30-8:00	10:45-12:15	Y
Sweeney Elem	501 Airport Rd S.F.NM	458	PreK-6	8-2:30	Brk in Class	11:00-12:30	Y

Name	Address	Enroll.	Grades	School Hours	Brkfst Times	Lunch Times	Delivery Site Y/N
Nina Otero Community School	5901 Herrera Drive Santa Fe, NM 87507	758	PreK-8	8-2:30	7:30-8:15	10:30 to 12.:45	Y
Teseque Elem	PO Box 440 Teseque NM 87574	104	PreK-6	8-2:30	7:30 to 7:50	11:45-12:30	N
Wood Gormley Elem	141 E Booth St Santa Fe NM 87505	338	K-6	8-2:30	7:25-7:50	10:55-12:30	N
Milagro Middle	351 Zia Road Santa Fe NM 87505	524	7-8	8:25 - 3:25	7:50 to 8:20	11:00 to 1:00	Y
Ortiz Middle	4164 South Meadows Santa Fe NM 87507	621	6-8	8:25 - 3:25	7:50 to 8:20	10:50-1:05	Y
Capital High	4851 Paseo Del Sol Santa Fe NM 87507	1376	9-12	8:50 - 3:50	7:50-8:20	12:00-1:20	Y
Santa Fe High	2100 Yucca Rd Santa Fe NM 87505	1563	9-12	8:50 - 3:50	8:10-8:40	12:00-12:45	Y

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?	No		
Do you have a central warehouse?		Yes	Yes, if needed

Taos Public Schools

District Director: Monica Martinez monica.martinez@taoschools.org 575-758-5214

Description of District: Taos Public Schools is located in North Central New Mexico along the Rio Grande River approximately 40 miles south of the Colorado state line. Nestled at the foot of the Sangre de Cristo Mountains, it has a rich history dating back centuries when the valley was first inhabited by the Taos Pueblo Indians. Spanish explorers established Taos as we know today more than 400 years ago. Taos Public Schools is the largest school district in the county with 6 district schools and 3 charters which the School Nutrition Program provides meal service.

Estimated Enrollment for 22-23: 2500

Employment of District: The school district employees 393 employees, including 202 classroom teachers and educational assistants.

Breakfast ADP: 2000

Lunch ADP: 1800

Snack ADP: 300

School Sites

Name	Address	Enrollment	Grades	School Hours	Breakfast	Lunch	Delivery Site Y/N
Taos High School	133 Cervantes Road, Taos, NM 87571	750	9-12	7:45-2:45	7:30-8:05	11:15-11:45	Y
Taos Middle School	235 Paseo del Canon, Taos, NM 87571	535	6-8	7:40-2:40	7:30-7:45	11:00-11:15	Y
Enos Garcia Elementary School	305 Don Fernando, Taos, NM 87571	660	K-5	8:15-3:30	8:30-8:45	11:00-1:00	Y
Ranchos Elementary	200 Sanders Lane, Ranchos de Taos, NM 87557	515	K-5	8:15-3:30	8:00-8:45	11:00-1:00	Y
Arroyos del Norte Elementary	Hondo-Seco Highway Arroyo Seco, NM 87514	143	K-5	8:15-3:30	8:30-8:45	11:00-1:00	Y
District Warehouse	4048 SR 68, Ranchos de Taos, NM 87575	-	-	7:30-4:30	-	-	As needed

Central Delivery Information

Location	No	Yes	If yes, do you accept deliveries?
Do you have a central kitchen?	No		
Do you have a central warehouse?		Yes	Yes, if needed in emergencies

Attachment III

Additional Terms and Conditions For Compliance with 2 C.F.R. Part 200, Appendix II

1. REMEDIES

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

2. DAVIS-BACON ACT

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

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

C. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

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

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

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

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

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

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

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

A. Clean Air Act

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

B. Federal Water Pollution Control Act

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

7. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 1 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with w C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PROCUREMENT OF RECOVERED MATERIALS

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

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. IN compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO, AND FLAGS

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. BYRD ANTI-LOBBYING AMENDMENT *See Attachment IV

Contractor must sign and submit to the Owner Attachment IV-CERTIFICATION REGARDING LOBBYING

Attachment IV

**44 C.F.R. PART 18
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

APPENDIX C
COST PROPOSAL- (Submit in a Sealed Envelope)

SEE NEXT PAGE

Dairy Product Distribution Services
Appendix C-Cost Proposal

2022-008-HR Issued March 10, 2022

ITEM NUMBER	ITEM DESCRIPTION	TOTAL ESTIMATE D QTY (CASES)	Brand/Label OR EQUAL	Manufacturer Code Number	*Spec Sheet Required?	Pack/Size	Distribut or Code Number	Manufact urer Code Number	Pack/Size	Brand/Label	SELL PRICE	Description	Notes
1	Ice Cream, low fat, portioned in 3 oz. cup. Chocolate and Vanilla Flavors	100	HERSHEYS	24682-31655	Y	48/3 OZ							
		100	HERSHEYS	24682-31654	Y	48/3 OZ							
2	Milk: Buttermilk. Low fat (1%). Grade A. Homogenized. Unflavored. Packed half-gallon.	2,000			Y	1/HG							
3	Milk, Lactose-Free: Lactaid calcium fortified fat free milk, to contain 500 mg of calcium per 8 fl. oz serving. Packed 20 half pints per case.	290	LACTAID		Y	20/HP							
4	Milk: Low fat (1%). Grade A. Homogenized. Unflavored and chocolate flavor. Packed 50/half-pints.	27,800	UNFLAVORE D		Y	50/8 OZ							
		300	CHOCOLATE		Y	50/8 OZ							
4a													
5	Milk: Low fat (1%). Grade A. Homogenized. Unflavored. Packed 4/gallon.	350			Y	4/GL							
6	Milk: Non-fat, Grade A. Homogenized. Flavors to include: unflavored, chocolate and strawberry. Packed 50/half-pints.	31,000	CHOCOLATE		Y	50/8 OZ							
		8,500	STRAWBER RY		Y	50/8 OZ							
6a		4,300	UNFLAVORE D		Y	50/8 OZ							
6b													
7	Milk: Whole, Grade A. Homogenized. Unflavored. Packed 4/gallon.	150			Y	4/GL							
8	Creamer: Fat Free Half & Half	500	HALF & HALF		Y	QUART							

Submitted By: _____

Authorized Signature: _____ Date: _____

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: _____

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.

_____, 2022

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):

Sonya C’Moya	Board President
Bruce Bennett	Board Vice President
Tina Garcia	Board Secretary
Ragon Espinosa	Board Member
P.David Vickers	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): _____

--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: _____