



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP #21-053MS**

**RFP TITLE: Food Based Vending Machine Services**

**NIGP Code: 96115**

## RFP Schedule

Action	Date & Time
RFP Issued	05/07/2021
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	05/18/2021 @ 5:00pm (local time)
RFP Due Date and Time	06/08/2021 @ 3:00pm (local time)
<i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)</i>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## RFP Buyer Contact Information

<b>Name</b>	Melissa Sanchez
<b>Phone Number</b>	505-345-5661 Ext. 38241
<b>E-Mail</b>	Melissa.sanchez@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

## RFP Submittal

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

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

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

## RFP Term

Albuquerque Public Schools reserves the right to enter into five (5) year contract with the awarded Offeror(s).

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# **OFFEROR'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS.  
  
Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.  
  
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
8. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
9. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.  
  
Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, "See Current Bids and RFPs") prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
10. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
11. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

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

12. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
13. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications
14. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
15. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. **PLEASE NOTE: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

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

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

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

18. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

19. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
20. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
21. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
22. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.
23. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
24. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
25. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Procurement Department 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 non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
27. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.
28. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
- “**Agency**” shall mean Albuquerque Public Schools (APS)
- “**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.
- “**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
- “**Contractor**” shall mean the successful Offeror.

**“Determination”** shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Desirable”** the terms **“may”**, **“can”**, **“should”**, or **“prefers”** identify a desirable or discretionary item or factor.

**“Evaluation Committee”** shall mean a body constituted to evaluate proposals and make selection recommendation.

**“Finalist”** is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

**“Mandatory”** the terms **“must”**, **“shall”**, **“will”**, **“is required”**, or **“are required”**, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

**“Offer”** – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

**“Offeror”**, **“Bidder”**, or **“Proposer”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**“Owner”** shall be Albuquerque Public Schools.

**“Purchase Order”** shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

**“Request for Proposal”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

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

**“Responsive Offer”** or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

# **TERMS AND CONDITIONS**



1. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover. The contract will commence on July 27, 2021 and terminate on July 26, 2026, subject to the District's option to extend the contract for up to four (4) one-year renewal periods, not to exceed 5 years. The District has sole discretion to determine whether to exercise its right to extend the contract for the renewal periods.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
9. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract **only** if Albuquerque Public School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and APS.
  - B. Termination by APS
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, APS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project

costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

- c. Where Contractor’s services have been so terminated by APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

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

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

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

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

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

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

**Certificate of Insurance forwarded to:** Albuquerque Public Schools- Procurement Department  
P.O. Box 25704

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
13. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

25. **PAYMENT:** Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
26. **ASSIGNMENTS:** The awarded contractor shall not assign nor delegate specific duties as part of this RFP not transfer any interest not assign any claims for money due or to become due under this RFP without the written consent of APS.
27. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

## **PROTESTS**

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

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

# **SCOPE OF WORK**

## **OVERVIEW**

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 5 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 75,000 students and 11,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Scott Elder.

## **RFP SCHEDULE**

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

## **PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of obtaining responsive proposals from responsible parties for food vending machine product and services. Cost will be included as one of the evaluation criteria but the award of this RFP will not depend solely on cost.

### **Scope of Work**

The Coordinated School Health Department of the Albuquerque Public Schools is requesting proposals from qualified suppliers to provide a consistent level of vending services for food at reasonable prices to APS middle and high school students and various APS personnel (in all school staff lounges and within departments). For the purposes of this request for proposals, food is defined as any food that is sold through any means or mechanism to students outside of the schools regular breakfast and lunch program. This document does not pertain to snacks and/or meals provided to students through after school programs. As well, food vending machines are not allowable in APS elementary schools (other than in staff lounges and no access to the student body). The selected supplier(s) will furnish full service vending by providing the equipment, product, and services required for a complete vending machine operation.

### **Scope of Services** – Products/Services Offered.

Vendors shall meet each of the following:

Supply, install, regularly service/maintain and/or periodically improve vending machines for the school sites that they work with.

1.

- Vending machines will be fully stocked.
- In elementary schools, no vending machines will be placed in any location that students will have access to them.
- Vending machines in middle schools in locations that students have access to, must have timers installed by awarded offeror. The timers shall ensure that students only have access to the vending machine items after the last lunch period. Offerors will work with each middle school to ensure that there is a notification process if the timer has malfunctioned. Offerors will also check to see that these timers are working appropriately for each school's schedule each time the machine is restocked.
- No vending machines are allowed inside APS cafeterias.
- Vending machines will be "state of the art" new or like new machines. All machines should have the capability to accept credit cards, as well as the change making type, equipped with electronic coin changers. The machines shall accept coins and/or paper currency.

- APS staff will not be involved in the operation, restocking, collection, or servicing of the vending equipment.
- All vending machines will be the property of the contractor and will at no time be leased or purchased by APS. Maintenance and insurance will be the responsibility of the contractor. APS will take reasonable care to ensure that buildings are locked when not in use and that areas are supervised, but will not be responsible for the equipment or its contents. Contractor must insure his/her own property.
- All delivery personnel shall have an APS fingerprint background clearance prior to entering APS Schools. Awarded vendor(s) will be responsible for the \$44.00 fingerprint background clearance. The fee is per individual for all delivery personnel servicing/accessing schools.
- Delivery personnel shall be trained in safety best practices and practices for working within schools. Awarded vendors will be responsible for conducting training for their own personnel. If there is a need for technical assistance in this arena, the Coordinated School Health Department will provide some resources. Training costs if applicable, will be the Awarded vendor(s) responsibility.
- Restocking of vending machines shall be conducted before the first bell or after the last bell and never during passing periods or school lunch time. The main goal of APS is to educate students and it is our responsibility to minimize distractions.
- All vending equipment shall be UL Listed, designated, constructed, installed and operated in accordance with the standard of the National Sanitation Foundation, the National Automatic Merchandising Association, U.S. Public Health Service Vending of Food Code.
- All personnel working in any district location shall meet all State and district Public Health Order requirements. State Public Health Orders can be found at <https://cv.nmhealth.org/public-health-orders-and-executive-orders>
- Awarded offeror will continually stay up to date with and meet the requirements of the USDA Smart Snack Guidelines, Competitive Food Sales Standards, [https://fns-prod.azureedge.net/sites/default/files/resource-files/USDSmartSnacks\\_508\\_62019.pdf](https://fns-prod.azureedge.net/sites/default/files/resource-files/USDSmartSnacks_508_62019.pdf)
- APS Competitive Food Sales Procedural Directive, <https://www.aps.edu/about-us/policies-and-procedural-directives/procedural-directives/j.-students/competitive-food-sales>) and Food and Drug Administration regulations, <https://www.fns.usda.gov/cn/fda-requirements-vending-machines> for covered vending machine operations throughout the length of the RFP contract.

2. All snack items sold by the vendor shall:

- Meet the USDA Smart Snack Guidelines;
  - A current list of products shall be provided via email to [studentwellness@aps.edu](mailto:studentwellness@aps.edu) quarterly (or as updated).
  - Repeated failure to meet these guidelines may lead to a dissolution of the Offerors contract with the District.
- Be only of the best quality. No product shall be for sale beyond its expiration date.

3. Food and Drug Administration (FDA), vending machine operators who own or operate 20 or more vending machines must disclose calorie information for foods sold from their machines. FDA defines a covered vending machine operator as a person or entity that; “controls or directs the function of the vending machine or the placement of the articles of food within the vending machine, and is compensated for the control or direction of the function of the vending machine.”

The FDA regulation requires that calorie declarations be disclosed by covered vending machine operators be clear, conspicuous, and prominently placed. Calorie information may be disclosed on a sign (e.g. small placard, sticker or poster) near the food item or selection button. Electronic or digital displays also may be used. If the consumer can clearly examine the Nutrition Facts label of a food item sold from the vending machine before purchase, or the nutrition information is otherwise visible at the point of purchase (e.g.

through front of package calorie labeling), then no further calorie information is required. Covered vending machine operators also must disclose their contact information on the machine to enable FDA to contact operators for enforcement purposes. Vendors who are covered by this FDA requirement shall comply with these regulations.

Teacher's Lounges and APS Department/Administrative Sites: These sites will typically need at least one vending machine. The referenced Nutritional Guidelines **do not apply** to teachers' lounges or administrative sites. However, the Food and Drug Administration regulations still apply.

## **Other Requirements**

5. **Contact information:** Vendors shall provide their current contact information and list of sites annually via email to [studentwellness@aps.edu](mailto:studentwellness@aps.edu).
6. **Technical Assistance:** Offerors will contact the Student Wellness Coordinator, at [studentwellness@aps.edu](mailto:studentwellness@aps.edu) or (505) 855-9812, 6400 Uptown Blvd. NE Ste. 310W, for technical assistance with meeting Smart Snack Guidelines and the APS Competitive Food Sales Policy and Procedural Directive.
7. **Fingerprints and Background Checks:** Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1197, Chapter 238, Section 1) New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools also requires said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied due to felonies or misdemeanors, or other information (supported by independent evidence) establishes unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.
8. **Partnership:** Awarded offeror shall be a good community partner to the district and schools by always having open communication dialog and being available when needed.
9. **School/District Commissions:** Offerors shall remit to the school sites/district department a monthly commission report of the total gross sales resulting from the contract. Commissions shall be paid every month, no later than the fifteenth (15<sup>th</sup>) day of the following month and should include a sales summary by product. **All school/district sites must receive the same level (e.g. percentage of commission).**
10. **Vending of Drinks:** Offerors understand and agree that APS has a sole source agreement with Pepsi and that only PepsiCo and APS Food & Nutrition Services may sell beverages in vending machines in any APS facility.
11. **Termination of Services:** APS reserves the right to cancel the award and terminate supplier services if the supplier:
  - Fails to furnish commission reports or commission checks within thirty days (30) following the close of the service for any month.
  - Fails to provide vending machine service and/or repair or replace a defective vending machine within ten (10) business days from date of original report of vending machine breakdown.
  - Fails to comply with USDA Smart Snack Guidelines, Competitive Food Sales Standards and APS Competitive Food Sales Procedural Directive.
  - Fails to complete APS Background check.
  - **Fails to abide by school and/or district safety protocols.**



## **Product/Service Details:**

12. **Full Service Contract:** All vending units are to be continuously stocked with the specified products in a timely manner. This will require adequate delivery personnel, all of whom must carry identification and be uniformed or otherwise readily identifiable. Deliveries must be made in company vehicles, also readily identifiable. Note: Employee must have an APS background check clearance and must check in and out with the school's security and/or front office on each campus or site, each time they come to the school. Contractor will establish and adhere to regular routes. Contractor will provide all necessary equipment to transport product to the designated location(s). APS will not store products and/or stock machines. Products are to be delivered fresh and ready for consumption. Items that are past the expiration date marked will be taken out of machines immediately. Broken seals, dirty or open packaging and the like are not acceptable and will be returned for full credit.
13. **Protection of Adjacent Surfaces:** The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of APS.
14. **Vending Machines:** All vending machines will be the property of the contractor and will at no time be leased or purchased by APS. Therefore, maintenance and insurance will be the responsibility of the contractor. APS and the contractor will agree upon exact procedures to be followed in the event of a malfunctioning machine. Any such machine must be repaired or replaced as soon as possible at no charge to APS. Any machine that experiences repeated repairs, documented down time and similar will be replaced.
  - **Inconsistent machines:** School Principals will have the right to request new machines from contractors at any time.
15. **Vending Machine Location:** APS may add or delete vending machine locations at any time during the life of the contract as new schools are built or other considerations affect district growth and/or need. Any such machines will be considered as part of the original placement and will not be subject to any surcharge or installation/removal fee. APS will supply the space for the vending machines and electrical and plumbing hookups as necessary. From time to time APS may request placement of additional machines on a temporary basis to accommodate special events such as basketball finals. During these times, a machine may conceivably be emptied several times during day/evening and contractor must be prepared for such demand. Schools/departments shall make every effort to notify vendors of any loss of electricity to machines in a timely manner.
16. **Machine Removal Cleanup:** In the event any or all machines are removed from the District for any reason, or relocated to another area of the District, Contractor shall restore the vacated machine location(s) to the state and condition in which they existed at the time of original installation.
17. **Vandalism of Machines/Damage to Machines:** Vandalism and/or damage to machines may occur. APS will not be responsible for any intentional or unintentional damage, destruction, loss or theft of the equipment or its contents. Contractor must insure his/her own property and equipment and is responsible for repairs, replacement, maintenance and other related costs.
18. **Suggested Products:** Contractor may suggest products that have been proven to maximize profit potential. However, each school or location will determine the final product mix to be sold in the machines in accordance with nutritional guidelines and in response to the requests of staff and students.

Additionally, the selected contractor is required to sponsor a community wide taste sampling to assist in selection of the initial product mix at least annually.

19. **Product Recalls:** Contractors are responsible for the monitoring of any product recalls. In the event of a recall, products shall be removed from all machines within 24 hours.
20. **Commission Payments:** Commission payments due are payable to each school or site hosting a machine(s) and will be issued no less than once per month. Each check must be accompanied by documentation of summary reports. As well, an accurate monthly-report will be sent to each individual school/department with the following information for each machine.
  - \* Each machine’s serial number or other acceptable identification (e.g. location)
  - \* The last date in which it was serviced
  - \* The name of each type of product served
  - \* The quantity of each product sold
  - \* The resultant overall proceeds, and
  - \* The commission amount
  - \* Credits must be shown separately
21. **Transition period:** If award warrants a change out of vendors, the transition process shall take place before the new school year starts. Removal of machines will be in an orderly manner and with as little disruption to the schools as possible.
22. **Award:** The District reserves the right to award a multiple source award if it is determined to be in the best interest of the District in accordance with 13-1-153 NMSA 1978, and is to be awarded to the Offeror(s) having submitted the proposal(s) determined to be in the best interest of APS.

Awarded vendor(s) will not select schools of their choice. Schools will select vendors.

### Current Vending Machines & Locations

All vending machines must be stocked with healthy products meeting USDA Smart Snack requirements for schools, with the exception of machines that are located in staff only areas that operate at outside venues, or that are located in other non-school locations in the district. Machines must display and provide healthy messages to students and staff. Machines must also display the company name and telephone number.

This is a current list of schools with machines. List is subject to change after award.

Schools	School #	Address	Current # of Machines
Albuquerque HS	505-843-6400	800 Odelia Rd. NE Albuq. NM 87102	7
Atrisco Heritage Academy HS	505-243-1458	10800 Dennis Chavez Blvd. SW Albuq. NM 87121	5
Cibola HS	505-897-0110	1510 Ellison Dr. NW Albuq. NM 87114	5

Del Norte HS	505-883-7222	5323 Montgomery Blvd. NE Albuquerque, NM 87110	0
Eldorado HS	505-296-4871	11300 Montgomery Blvd. NE Albuquerque, NM 87111	3
Highland HS	505-265-3711	4700 Coal Avenue SE Albuquerque, NM 87108	0
La Cueva HS	505-823-2327	7801 Wilshire Avenue Albuquerque, NM 87122	4
Manzano HS	505-559-2200	12200 Lomas Blvd. NE Albuquerque, NM 87112	2
Rio Grande HS	505-873-0220	2300 Arenal Road SW Albuquerque, NM 87105	2
Sandia HS	505-294-1511	7801 Candelaria NE Albuquerque, NM 87110	3
Valley HS	505-345-9021	1505 Candelaria Rd. NW Albuquerque, NM 87107	0
Volcano Vista HS	505-890-0343	8100 Rainbow Rd. NW Albuquerque, NM 87114	5
West Mesa HS	505-831-6993	6701 Fortuna Rd. NW Albuquerque, NM 87121	4
New Futures HS	505-883-5680	5400 Cutler, NE Albuquerque, NM 87110	1
Freedom Magnet HS	505-884-6012	5200 Cutler NE. Albuquerque, NM 87110	1
Next Gen Academy Magnet HS	505-878-6400	5325 Montgomery NE. Albuquerque, NM 87109	1
Roosevelt MS	505-281-3316	11799 South Highway 14 Tijeras, NM 87059	3

# **EVALUATION CRITERIA**

**EVALUATION CRITERIA**

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

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**

<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. The preference does not apply if APS is utilizing federal funds.

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

	Possible Points	Points This RFP
<b>Service</b>	20	
<b>Healthy Food Snacks</b>	20	
<b>School/District Partnership and Value Added Services</b>	20	
<b>School Revenues/Percentage of Commission</b>	25	
<b>Business Profile</b>	10	
<b>References</b>	5	
<b>Total Possible Points</b>	<b>100</b>	
<b>Interview ( if needed)</b>	<b>50</b>	
<b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. <ul style="list-style-type: none"> <li>• 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</li> </ul>	10	
<b>Total Possible Awarded Points</b>	<b>100-165</b>	

**Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the procurement officer.**

## **SUBMITTAL REQUIREMENTS**

*(For ease of evaluation, Proposals should be formatted in the order as listed below)*

The Offeror is particularly encouraged to address all points that will be evaluated as described herein in each element of the evaluation criteria. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive. The Offeror should contact Buyer for clarification of evaluation criteria or terminology.

### **Proposals Include:**

A Letter of transmittal, which includes the following information:

- A. Name, address, telephone/FAX number and email of business
- B. Name of the primary contact.
- C. Authorized signature and title of Offeror.
- D. Date of proposal; and
- E. Statement that the Offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this Request for Proposal and acknowledges any addendums or is requesting changes to certain terms and conditions, if awarded a contract.

**Introduction and Background:** Overview of current and prior experience in work comparable to the scope of services required in this request for proposals. Include years of experience providing these services for similar public school districts of comparable size and complexity. Demonstrate firm's ability to act in this capacity for the District, demonstrate industry performance indicating the ability of Offeror to perform the required services in a timely, effective and efficient manner.

**Response and Approach to requested Scope of Work:** Provide an in-depth response to the requested Scope of Work with and detailed description of services to be offered and an indication of capabilities to provide these services.

**Qualifications:** Background, qualifications, education, training and years of experience of personnel that will be providing services to APS. A resume of personnel is recommended. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team.

### **Service**

- APS will require a complete full service contract. Discuss how you will accomplish this. Given the size of the district, you must demonstrate that you are able to accommodate multiple deliveries to stock a large number of machines that may need replenishing several times per day or during the evening.
  - How will you avoid stock outs?
  - How will you handle emergency orders or cover large events such as basketball finals?

- Provide information about the staff related to this contract.
  - **Do they wear uniforms or distinctive clothing?**
  - What kind of identification do they carry?
  - Do you utilize any hiring practices which screen individuals who will have access to children?
  - Are your employees bonded?

Acknowledge your understanding that fraternization with staff and students is unacceptable behavior and will be grounds for replacement of any individual servicing any site where the behavior is reported.

- Discuss your delivery vehicles.
  - Are they readily identifiable and do you have enough to handle this contract?
  - How are your routes established?
  - Can you provide APS with additional machines for a large event?
  - How much advance notice will you require?
  - Will evening events be a problem?
  
- Discuss your procedure should a machine require service, include your escalation procedure and response time to repair or replace a machine. Include who the APS site would contact to report a problem, whether parts are available locally, how vandalism is handled, criteria for replacement of a high volume machine, and your definition of a high volume machine.
  - Are your machines on a specific preventative maintenance schedule and how will you interface with the site for needed repairs?
  
- Detail your refund procedure for bad product and machine malfunction, include details about timeliness of refunds and escalation procedure.

### **Healthy Snacks**

- Include a statement of your organization's knowledge and understanding of current USDA Smart Snacks guidelines. Discuss how your organization keeps up to date on these guidelines, and would ensure that your products will meet them guidelines.

### **Food and Drug Administration Requirements**

- Include a brief statement of your organization's knowledge and understanding of the current FDA requirements regarding disclosure of calorie information for all foods sold through vending machines. Discuss if your organization fits into this requirement (owns or operates 20 or more vending machines) and how it intends to ensure that your machines will meet these requirements.

## **School/District Partnership and Value Added Services**

- Include a brief statement regarding your organization's strategy to establish and maintain a strong partnership and open communication with each school and/or department. Indicate your agreement to sponsor a community wide taste sampling to assist in selection of the initial product mix and how you will coordinate this with each school at least annually.

Discuss any other value added services that you plan to offer. While APS does not expect the contractor to sponsor any school activities, discuss any contributions in which your company will provide (if any).

## **School Revenues**

- **Rates and Payment Procedures:** Discuss each school's reimbursement rate and payment procedures relating to this contract. Discuss how school revenues are calculated. Include detail on whether you pay a percentage based on units sold or money collected; identify if figures provided are gross or net. Describe how credits will be addressed at the sites; include your refund policy and how they will be handled at the sites. Detail your complaint resolution process.

## **References**

- Include a list of at least three (3) client references, names, telephone numbers and email addresses of clients for which these services have been performed, currently or in the recent past. Please do not include current APS personnel.

## **Attachments**

- Campaign Contribution Form
- Conflict of Interest and Debarment/Suspension Certification Form
- Statement of Confidentiality Form
- Letter of Transmittal Form
- New Mexico Employees Health Coverage Form
- Acknowledgement of Addendums



## ATTENTION:

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



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

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

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

### PROPOSAL – DETAILED REQUIREMENTS

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

#### **Proposal Format**

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

# **FORMS & ATTACHMENTS**

**LETTER OF TRANSMITTAL FORM**  
**SUBMIT WITH YOUR PROPOSAL**

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

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


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

Name	
Title	
E-Mail Address	
Telephone	

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

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

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



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

# COMPLIANCE

***(REQUIRED LEGAL FORMS)***

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

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

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

– OR –

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

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

\_\_\_\_\_  
Title (position) Offeror Business Name



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

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

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

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

**DEBARMENT/SUSPENSION STATUS**

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

**CERTIFICATION**

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



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

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

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

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

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

Address: \_\_\_\_\_ City/ State: \_\_\_\_\_

**ALBUQUERQUE PUBLIC SCHOOLS**  
**TERMS AND CONDITIONS**  
**STATEMENT OF CONFIDENTIALITY**

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

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



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date



## **PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST**

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

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

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

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

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