



**REQUEST FOR PROPOSALS**  
**FOR COLD BEVERAGE VENDING SERVICES**

**RFP NO: 2019-002-HR Issued December 13, 2018**

**PROCUREMENT ON BEHALF OF: Los Lunas School District**

**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: Tuesday, February 12, 2019 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**

**DATE: Friday, December 21, 2018**

**TIME: 10:00 AM Local Time**

**LOCATION: Los Lunas Schools Administration Office, 119 Luna Avenue, Los Lunas, NM 87031**

**Commodity Codes: 96115, 74085**

# Table of Contents

<b>I. INTRODUCTION .....</b>	<b>1</b>
A. PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B. SUMMARY SCOPE OF WORK.....	1
C. SCOPE OF PROCUREMENT .....	1
D. PROCUREMENT MANAGER .....	1
E. DEFINITION OF TERMINOLOGY .....	2
F. PROCUREMENT LIBRARY .....	4
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>5</b>
A. SEQUENCE OF EVENTS .....	5
B. EXPLANATION OF EVENTS .....	5
1. Issue RFP .....	5
2. Return of “Acknowledgment of Receipt” Form for Participation List.....	5
3. Pre-Proposal Conference.....	6
4. Deadline to submit written questions .....	6
5. Response to written questions/RFP Amendments.....	6
6. Submission of Proposal.....	6
7. Proposal Evaluation.....	7
8. Notification of Finalists.....	7
9. Best and Final Offers .....	7
10. Oral Presentations .....	7
11. Price Agreement Negotiations.....	7
12. Price Agreement(s) Award .....	8
13. Protest Deadline.....	8
C. GENERAL REQUIREMENTS .....	8
1. Acceptance of Conditions Governing the Procurement .....	8
2. Incurring Cost .....	9
3. Prime Contractor Responsibility.....	9
4. Subcontractors .....	9
5. Amended Proposals.....	9
6. Offerors' Rights to Withdraw Proposal.....	9
7. Proposal Offer Firm.....	9
8. Disclosure of Proposal Contents.....	10
9. No Obligation.....	10
10. Termination .....	10
11. Sufficient Appropriation .....	10
12. Legal Review .....	11
13. Governing Law.....	11
14. Basis for Proposal.....	11
15. Price Agreement Terms and Conditions.....	11
16. Offeror's Terms and Conditions.....	11
17. Contract Deviations .....	11
18. Offeror Qualifications .....	12
19. Right to Waive Minor Irregularities.....	12
20. Change in Contractor Representatives.....	12
21. Notice .....	12
22. School District Rights.....	12
23. Right to Publish .....	12
24. Ownership of Proposals .....	12
25. Ambiguity, Inconsistency or Errors in RFP .....	13
26. Competition .....	13
27. Confidentiality.....	13
28. Electronic mail address required .....	13
29. Use of Electronic Versions of this RFP.....	13
<b>III. RESPONSE FORMAT AND ORGANIZATION .....</b>	<b>14</b>

A. NUMBER OF RESPONSES ..... 14

B. NUMBER OF COPIES ..... 14

C. PROPOSAL FORMAT ..... 14

    1. *Proposal Construction* ..... 14

    2. *Letter of Transmittal Form* ..... 15

A. INFORMATION ..... 16

    1. *Background* ..... 16

    2. *Resident Business Preference* ..... 16

    3. *Resident Veteran Business Preference* ..... 16

    4. *Response to Requirements* ..... 17

B. [RESERVED] ..... 17

*(This section not used.)* ..... 17

C. MANDATORY REQUIREMENTS ..... 17

    1. ***Letter of Transmittal Form (0 Points – Pass/Fail Only)*** ..... 17

    2. ***General Performance Requirements (0 Points – Pass/Fail Only)*** ..... 17

    3. ***Insurance (0 Points – Pass/Fail Only)*** ..... 17

    4. ***Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)*** ..... 18

    5. ***Permits and Licenses (0 Points – Pass/Fail Only)*** ..... 18

    6. ***Price Schedule (400 Points)-Submit in a sealed envelope (See Appendix C)*** ..... 18

D. DESIRABLE REQUIREMENTS ..... 18

    1. ***Past Performance and Background (150 Points Possible)*** ..... 18

    2. ***Product Selection (175 Points Possible)*** ..... 18

    3. ***Equipment Provided and Services (175 Points Possible)*** ..... 18

    4. ***Payment Procedures (100 Points Possible)*** ..... 19

**V. EVALUATION ..... 19**

    A. EVALUATION POINT SUMMARY ..... 19

    B. EVALUATION FACTORS ..... 19

    C. MANDATORY REQUIREMENTS ..... 20

        1. *Letter of Transmittal Form (0 Points – Pass/Fail Only)* ..... 20

        2. *General Performance Requirements (0 Points – Pass/Fail Only)* ..... 20

        3. *Insurance (0 Points – Pass/Fail Only)* ..... 20

        4. *Campaign Contribution Disclosure Form (0 Points – Pass/Fail Only)* ..... 20

        5. *Permits and Licenses (0 Points – Pass/Fail Only)* ..... 20

        8. ***Price Schedule (400 Points)-submitted in a sealed envelope (See Appendix C)*** ..... 20

    D. DESIRABLE REQUIREMENTS ..... 20

        1. *Past Performance (150 Points)* ..... 20

        2. *Product Selection (175 Points)* ..... 20

        3. *Equipment and Services Provided (175 Points)* ..... 20

        4. *Payment Procedures (100 Points)* ..... 20

    E. EVALUATION PROCESS ..... 20

        1. *Initial Review* ..... 21

        2. *Clarifications* ..... 21

        3. *Other Information Sources* ..... 21

        4. *Resident Preferences* ..... 21

        5. *Scoring and Price Agreement Award Recommendation* ..... 21

**APPENDIX A ..... 22**

    ACKNOWLEDGEMENT OF RECEIPT FORM ..... 22

    REQUEST FOR PROPOSALS ..... 22

**APPENDIX B ..... 23**

    PRICE AGREEMENT ..... 23

**APPENDIX C ..... 29**

    PRICE SCHEDULE- (SUBMIT IN A SEALED ENVELOPE) ..... 29

**APPENDIX D ..... 30**

    LETTER OF TRANSMITTAL FORM ..... 30

**APPENDIX E ..... 31**  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM ..... 31

## **I. INTRODUCTION**

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

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

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

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

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

This is a Procurement being conducted by Los Lunas School District. The scope of the procurement consists of identifying one company that can provide the products and services described herein. This procurement will result in the award of one exclusive, indefinite quantity Price Agreement. The term of the Price Agreement shall be for one (1) year beginning fiscal year 2019/2020. Unless otherwise terminated pursuant to the Price Agreement, the Price Agreement shall automatically renew, on an annual basis, for up to three (3) additional one-year terms. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed four (4) years. This procurement will result in a single source award.

### **D. 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.

"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**

<http://public.nmcompcomm.us/nmnextadmin/NMPublic.aspx>

**- Los Lunas Schools Purchasing Policy**

[http://www.llschools.net/school\\_board/policies/section\\_i\\_i\\_i\\_finance/](http://www.llschools.net/school_board/policies/section_i_i_i_finance/)

**-Los Lunas Schools Wellness Policy (7.43)**

[http://www.llschools.net/school\\_board/policies/section\\_v\\_i\\_i\\_students](http://www.llschools.net/school_board/policies/section_v_i_i_students)

**-Los Lunas Schools Sites and Case Volume History**

[http://www.llschools.net/district/departments/purchasing\\_warehouse/purchasing\\_services\\_rf\\_psitbsandcontracts](http://www.llschools.net/district/departments/purchasing_warehouse/purchasing_services_rf_psitbsandcontracts)

**Click on Bid Opportunities**

**-Federal W-9**

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

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Procurement Manager (PM)	12/13/18 (Thur)
2. Return of “Acknowledgment of Receipt” Form for Participation List	Potential Offerors (PO)	12/21/18 (Fri)
3. Pre-Proposal Conference (Non-Mandatory)	PM	12/21/18 (Fri) 10:00 AM
4. Deadline to Submit Questions	PM	1/4/19 (Fri) 4:30 PM
5. Response to Written Questions/ RFP Amendments	PM	1/11/19 (Fri) 4:30 PM
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>2/12/19 (Tue) 2:00 PM</b>
7. Proposal Evaluation	Evaluation Committee (EC)	2/19/19 (Tue)
8. Notification of Finalists (If desired)	EC	[Not Applicable]
9. Best & Final Offer (If requested)	Offerors	[Not Applicable]
10. Oral Presentations (If requested)	Offerors	[Not Applicable]
11. Price Agreement(s) Negotiations (If needed)	Tentative awardee(s)/School District	2/26/19
12. Price Agreement(s) Award*	Purchasing Director*	3/26/19
13. Protest Deadline	Offerors	4/10/19 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.

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

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

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

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

### 3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 10:00 AM Local Time in the Los Lunas School District Board Room, 119 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

### 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 “Cold Beverage Vending Services” Request For Proposals and should reference “RFP #2019-002-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. The School District will only make contract payments to the prime contractor.

## 4. Subcontractors

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

## 5. Amended Proposals

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

## 6. Offerors' Rights to Withdraw Proposal

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

## 7. Proposal Offer Firm

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

## 8. Disclosure of Proposal Contents

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

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

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

## 9. No Obligation

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

## 10. Termination

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

## 11. Sufficient Appropriation

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

## 12. Legal Review

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

## 13. Governing Law

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

## 14. Basis for Proposal

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

## 15. Price Agreement Terms and Conditions

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

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

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

## 16. Offeror's Terms and Conditions

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

## 17. Contract Deviations

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

#### 18. Offeror Qualifications

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

#### 19. Right to Waive Minor Irregularities

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

#### 20. Change in Contractor Representatives

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

#### 21. Notice

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

#### 22. School District Rights

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

#### 23. Right to Publish

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

#### 24. Ownership of Proposals

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

25. Ambiguity, Inconsistency or Errors in RFP

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

26. Competition

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

27. Confidentiality

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

28. Electronic mail address required

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

29. Use of Electronic Versions of this RFP

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

### **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 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 price proposal (See Appendix C) and mandatory items (See Section IV.C) are required. They can be submitted in the copy marked "Original". The price proposal MUST be submitted in a SEALED envelope.

#### **C. PROPOSAL FORMAT**

##### **1. Proposal Construction**

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

- A. Letter of Transmittal Form (See Appendix D)
- B. Table of Contents
- C. Mandatory Requirements (Page 17-18)
  - 1. General Performance Requirements
  - 2. Insurance
  - 3. Campaign Contribution Disclosure Form (See Appendix E)
  - 4. Permits and Licenses
- D. Response to Desirable Requirements (See pages 19-20)
- E. Preference Certificate (Optional)\*
- F. Response to Agency Terms and Conditions (if any)
- G. Offeror's Additional Terms and Conditions (if any)

\*See Sections IV.A.2 and IV.A.3, below.

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

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

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

2. Letter of Transmittal Form

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

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Background

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

#### 2. Resident Business Preference

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

In order for a Bidder to receive preference as a resident business, that Bidder **must** submit a copy of their resident business preference certificate with their bid. The preference certificate **must** have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. **Requests for qualification as a Resident Business after receipt of proposals will not be considered.**

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

#### 3. Resident Veteran Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for a Bidder to receive preference as a resident veteran business, that Bidder **must** submit a copy of their resident veteran business preference certificate with their bid. The preference certificate **must** have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. **Requests for qualification as a Resident Business after receipt of proposals will not be considered.**

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

#### 4. Response to Requirements

Each mandatory requirement in Sections IV.C.1 through IV.C.10, 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.2, 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 and priced by the offeror in their proposal, at a price not to exceed the prices stated in the offerors proposal (“Price Schedule”, Appendix C), such prices as may be amended from time to time by mutual agreement of the parties as provided elsewhere herein. Using agencies may negotiate lower prices, by mutual agreement of the parties, on a per-project basis. A statement of concurrence is required.

##### **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 Frank Otero; Vice-President Bryan Smith; Secretary Sonya C’Moya; Members Brandon Campanella and Milo Moody.)

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

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

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

**D. DESIRABLE REQUIREMENTS**

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

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

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

Provide a detailed description of your recommended “mix” of products to include a list of beverages that you propose to offer including carbonated and non-carbonated drinks. List your products using the following categories: Soda, Water, Sports Drinks, Other. Your recommended products must comply with LLS Wellness Policy 7.43 (See Procurement Library Section I.F)

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

Describe the types of machines you recommend for LLS use to include capacity, manufacturer, model and date of machines you propose to furnish. Information should include any special electrical requirements, such as dedicated circuits and energy saving

features. Describe the quality of vending service offered including service call response times. Discuss value-added services and criteria for participating in special events.

4. Payment Procedures (100 Points Possible)

Discuss payment procedures and payment schedules of proposed commissions.

**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.

<b>REF.</b>	<b>REQUIREMENT</b>	<b>POINTS AVAIL.</b>
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	Price Schedule- <b>submitted in a sealed envelope</b>	400
IV.D.1	Past Performance	150
IV.D.2	Product Selection	175
IV.D.3	Equipment and Services Provided	175
IV.D.4	Payment procedures	100
<b>TOTAL</b>		<b>1,000</b>
	*Pass/Fail Only	

**B. EVALUATION FACTORS**

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

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

$$\text{Offeror's Points} = \frac{\text{Lowest Total Evaluation Price}}{\text{This Offeror's Total Evaluation Price}} \times 400$$

**D. DESIRABLE REQUIREMENTS**

1. Past Performance (150 Points)

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

2. Product Selection (175 Points)

Points will be awarded based on the variety of products and compliance with LLS Wellness Policy 7.43 (See Procurement Library Section I.F)

3. Equipment and Services Provided (175 Points)

Points will be awarded based on the quality of machines and services proposed.

4. Payment Procedures (100 Points)

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

**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

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those offerors that have provided the proper documentation to qualify for the preference. (See also section IV.A.2 and IV.A.3)

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, 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**

**Cold Beverage Vending Services**

**Los Lunas School District RFP #2019-002-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 E.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than December 21, 2018.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

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

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

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

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

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

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

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

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

Please return to:

**Heather Rindels**  
Los Lunas Schools Purchasing 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](mailto:hrindels@llschools.net)

## APPENDIX B

### PRICE AGREEMENT

#### Los Lunas School District

##### PRICE AGREEMENT #2019-002-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

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

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

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

Vending machines will accept dollar coins, quarters, dimes, nickels, one dollar and five dollar bills with the ability to provide change with paper bills and coins.

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

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

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

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

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

3. Taxes:

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

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

contractor's federal and state tax identification number(s).

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

4. Term: The term of this Price Agreement shall be for one (1) year beginning fiscal year 2019/2020. Unless otherwise terminated, the Price Agreement shall automatically renew, on an annual basis, for up to three (3) additional one-year terms. Under no circumstances will the term of the Price Agreement, including any extensions and renewals thereto, exceed four (4) years.

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

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

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

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

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

10. Conflict of Interest: The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any

manner or degree with the performance of services required under this agreement.

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

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

13. Scope of Agreement: This agreement incorporates Appendix B Price Agreement, Appendix C Pricing Schedule, Appendix D Letter of Transmittal Form, Appendix E Campaign Contribution Disclosure Form, RFP 2019-002-HR, RFP amendments and vendor's RFP response.

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

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

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

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

- **Professional Liability Insurance:** The contractor shall procure and maintain during the term of the Agreement professional liability insurance in an amount not less than \$1,000,000 per occurrence, not including defense costs. Such insurance shall have no greater than a \$10,000 deductible unless a different form of security is specifically accepted in writing from LLS. The amount of any deductible shall be stated.
- **Comprehensive General Liability:** The contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for all operations performed for LLS by the contractor, coverage for the use of all owned, non-owned, hired automobiles vehicles, and other equipment both on and off work. Contractual liability coverage shall specifically insure the indemnity and hold harmless provisions of this Agreement.
- **Workers' Compensation Insurance:** The contractor shall provide for its employees workers' compensation insurance as applicable under the New Mexico Workers' Compensation Act.
- **Increased Limits:** If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27 NMSA 1978, LLS may require the contractor to increase the maximum limits of any insurance required herein.

By signing this agreement the contractor certifies that the records of the New Mexico Taxation and Revenue Department reflect that the contractor has a valid Federal Tax Identification Number or Social Security Number and is registered with the Taxation and Revenue Department to pay the New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Furthermore all terms and conditions spelled out in the original Request for Proposal RFP 2019-002-HR, dated December 13, 2018 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: LLHS Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Los Lunas Schools  
P. O. Drawer 1300  
Los Lunas, NM 87031  
Phone: 865-9636 Fax: 866-8262

By: Contractor: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Company Name)  
(Address)  
(Phone/Fax)  
(Email Address)  
(Federal Tax ID#)



**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 Number

4. For the person to be contacted for clarifications:

Name	Title	Email Address	Phone Number

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I have read and understand the LLS Wellness Policy 7.43(See Section I.F)
- I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2018

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):

Frank A. Otero	Board President
Bryan C. Smith	Board Vice President
Sonya C’Moya	Board Secretary
Brandon Campanella	Board Member
Milo W. Moody	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): \_\_\_\_\_