



**ALBUQUERQUE
PUBLIC SCHOOLS**

Accelerate Progress for Students

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RFP NO. 16-045 RA-KM Food Based Vending Machine Services

ADDENDUM #2

June 11, 2016

Please note the following responses to questions regarding RFP:

Question 1. Under terms and conditions Page 6 of the (RFP) States: "APS reserves the right to procure the services/goods as described in this RFP as a single purchase or may, enter into a one (1) year contract, plus an additional one-year extension, not to exceed a total of five (5) years."

-Would it be possible to make a determination on the number of years of this contract?

Answer: It is not possible to make this determination until the proposals are submitted. This may be negotiated with the successful Offerors.

-Also, a determination of how many total machines needed per School would be very helpful. At this point, we can only guess on how many machines are needed per school. I understand different Schools are different in size and students. A minimum of machines and a maximum of machines per School would be very helpful.

Answer: We do not have a minimum or maximum of machines per school; it depends on the needs of each school.

Question 2. Under Introduction, Page 10 continuing on Page 11. States: "As well, food vending machines are not allowable in APS Elementary Schools (other than in staff lounges)."

-Are vending machines in Elementary Schools only allowed in staff lounges and not in access of the student body in Elementary Schools?

Answer: Yes, that is correct Vending machines in Elementary Schools only allowed in staff lounges and no in access of the student body.

Question 3. Paragraph 1 page 11 States: "All delivery personnel shall have an APS fingerprint background clearance and shall be trained in safety best practices and practices for working within schools."

Who will pay for the APS fingerprint back ground clearance?

Answer: The awarded vendors will be responsible for the cost.

How much is the cost per individual?

Answer: \$44 per individual.

Who will provide the safety training?

Answer: Approved vendors should already be doing this and will continue to do so. If there is a need for technical assistance in this arena, the Coordinated School Health Department will provide some resources.

Is there a cost for the training?

Answer: This will be dependent on each vendor and if they can conduct the training themselves or if they are bringing in a trainer. If they bring in an outside trainer, the awarded vendor shall pay for the outside trainer.

How long is the training for?

Answer: A time period that is sufficient for personnel on APS campuses to be able to maintain safety.

Question 4. Paragraph 1 page 11 States: "The 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 earliest the schools open is 6 in the morning, that only gives a total of about one hour and twenty minutes in the morning to stock the machines before school starts. According to my knowledge, vending machine companies in the past, have been able to stock machines throughout the whole school day at APS schools for at least the last 15 years.
-These hours greatly limit the amount of time needed to stock machines in order to be compliant with the scope of work and services as addressed in this RFP.

-Can this part of the scope of services be revised/amended to be able to stock the machines during normal school hours?

Answer: No

If not, can you please provide a reasonable explanation? The main goal of APS is to educate students and it is our responsibility to minimize distractions to that process. I would highly recommend consulting with the school principles on this matter if awarded. Principals were consulted in this matter and were actually the ones that brought up this issue.

Question 5. Under Vending Machine Location Page 14 States: "From time to time APS may request placement of additional machines on a temporary basis to accommodate special events such as basketball finals."

-On an average it costs \$100 to move a machine one way and another \$100 to move a machine back, totaling \$200 round trip. If a temporary placement of the machine sales amount to \$200 for a special event... the moving costs involved wouldn't be advantages to the vendor or "The District." Please consider revising/amending?

Answer: This item just explains part of the scope of work that could possibly be requested so that applicants could understand the whole picture.

Question 6. Seems to me, this contract will not be awarded until the later part of July. It takes 4 to 6 weeks from the day of purchase to deliver a machine from the manufacturer. School starts around the second week in August, not allowing enough time to have the machines in place and ready for the first day of school.

-Will APS take this time frame into consideration and extend the start performance date of the awarded contract date?

Answer: No. However, please keep in mind that the vendors that are approved in relation to this RFP will provide services based on two main factors: 1) the vendor's capacity and 2) each individual school's willingness to work with them. In as such, vendors will only partner with the number of schools that they are able to work with.

Question 7. As far as the Attachments on page 18. Campaign contribution Form, Conflict of Interest and Debarment/Suspension Certification Form and Statement of Confidentiality Form.

-Does APS provide these forms?

Answer: Please see attachments.

Thank you for your interest in Albuquerque Public Schools

ACKNOWLEDGE ADDENDUM WITH SUBMITTED PROPOSAL : Addenda not signed and returned may consider the RFP non-responsive and may be rejected.

COMPANY/FIRM NAME

SIGNATURE

DATE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“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) _____

(The above fields are unlimited in size)

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)

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the 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. _____

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 Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____ Date: _____
Name of person signing (typed or printed): _____
Title: _____
Name of Company (typed or printed): _____
Address: _____ City, State & Zip _____
Phone number: _____
Email Address: _____

**ALBUQUERQUE PUBLIC SCHOOLS
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 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