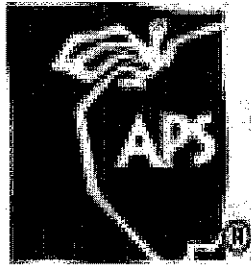


Albuquerque Public Schools  
**REQUEST FOR PROPOSAL (RFP)**  
RFP # 17-014 RA-KN

**Second Request-Food Based Vending Machine  
Services**



**ALBUQUERQUE  
PUBLIC SCHOOLS**

RFP DUE TIME AND DATE: 8/25/16 @ 2:00 PM (LOCAL TIME)  
PURCHASING CONTACT: Renette Apodaca at 505-878-6112  
E-MAIL: Renette.Apodaca@aps.edu

LOCATION:  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

**OFFICIAL CONTACTS ONLY**

This RFP contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 4 (Page 3) of General Instructions of this document.

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## **PROPOSAL GENERAL INSTRUCTIONS**

1. Requests for proposals (RFP) will be received at the Albuquerque Public Schools Procurement Office no later than 8/25/16 at 2:00 P.M. (Local time) at which time the said proposals will be opened and recorded as received. The purpose of this Request for Proposal is obtain food based vending machine service as needed by the district. This is a second request, if you have been awarded a contract under RFP16-045 RA-KM(Food Based Vending Machine Services) then you do not have to respond to this RFP.
2. "The Purchaser" as used in these specifications shall refer to Albuquerque Public Schools (APS).
3. Albuquerque Public Schools is seeking requests for proposals from qualified individuals and/or companies in accordance with the RFP scope of work.
4. Any inquiries or requests regarding clarification of this procurement document shall be submitted to the buyer in writing. Buyer contact information is Renette Apodaca and email is Renette.Apodaca@aps.edu. 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 District Departments or employees. Any contact with a District Departments or employee may automatically result in a rejection of any proposal. Any other communication will be considered 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 the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.
5. Any contact during the RFP evaluation process, or attempt to have contact with the Evaluation Committee, where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your offer.
6. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
7. No Addendum will be issued later than FIVE (5) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.
8. The envelope containing the completed request for proposal **must** be marked "Request for Proposal" and corresponding RFP # and addressed as follows:

### **Albuquerque Public Schools**

#### **Physical Address**

6400 Uptown Blvd. NE, Suite 500 E  
Albuquerque NM 87110

#### **Mailing Address** (Allow 5 additional days)

P.O. Box 25704  
Albuquerque NM 87125-0704

9. Any and all Proposals not received by the Proposal submission date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if Delivery Company is late. It is recommended to send your proposal early.

10. APS may in its sole discretion extend the time for the submission of offers upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.

11. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

“Agency” shall mean Albuquerque Public Schools (APS)

“Contract” shall mean an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean 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 of District employees or other representatives assigned to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Bid 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 Offeror’s proposal or bid.

“Offeror” or “Proposer” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“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 personal property described in the bid.

“Responsive Offer” shall mean an offer, which conforms in all material respects to the requirements set forth in the request for proposal.

12. Any exceptions to the scope of work and/or specifications shall be listed separately in the offer and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
13. This request for proposal may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
14. The District reserves the right in its sole discretion to waive minor informalities in offers submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Offeror who's non conformity is waived.
15. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the District.
16. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Proposer.
17. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract or valid Purchase Order is executed.
18. The District may add to or delete from the Scope of Work set forth in this RFP.
19. The District reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
20. The District reserves the right to discontinue negotiations with any selected Proposer.
21. In submitting an offer to this invitation, the Contractor certifies that the Contractor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District.
22. The contents of the proposals will be kept confidential until APS awards a contract. At that time, 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 bid 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 offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. 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 Secrets Act, 57-3A-1 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.

23. 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. If a vendor proposes an "equal" to scope of work/specifications, reserves the right to refuse any or all proposals and 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.

24. By responding to this RFP, Proposers acknowledge and agree to the terms and conditions set forth in this RFP.

25. Offeror shall submit one (1) original proposal and one (1) identical electronic copy of their proposal to the location specified in item 8 proposal general instructions. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.

## **TERMS AND CONDITIONS**

1. **TERM:** APS reserves to 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. The District will determine which is most advantageous and in the best interest of the District.

2. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

3. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

4. **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 the District fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

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, the District 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 the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District 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.

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

6. INSURANCE (If Applicable): The successful proposer 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 - \$1,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$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  
Albuquerque, New Mexico 87125

7. **AUDIT:** The District 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 District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District’s access to books and records of such party.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.

9. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, proposers 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 proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools

10. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the



District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.

11. **CONFLICT OF INTEREST:** By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the District 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 the District.

12. **NON-DISCLOSURE:** The proposer 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.

13. **PAYMENT:** Any invoice received and payment made shall be subject to District's terms and conditions (NET 30) unless specifically waived by District in a separate written document and not this RFP or any response.

## **PROTESTS**

1. 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 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

2. 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 (13-1-173 NMSA 1978).

3. The Purchasing Agent or his 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 (13-1-174 NMSA 1978).

4. The Purchasing Agent or his 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 13-1-183 NMSA 1978.

5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

## OVERVIEW

APS has issued this competitive sealed request for proposals for the purpose of obtaining responsive proposals from responsible parties to food vending machine product and services.

## RFP SCHEDULE

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

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	District	8/10/16
Pre-proposal Meeting	District and Offerors	N/A
Deadline for Questions	Offeror	8/15/16 @ 5:00pm (MST)
Submission of Proposal	Offeror	8/25/16 @ 2:00pm (MST)
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist's Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD

\*The selection 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.

**This schedule is subject to change.**

## BACKGROUND

APS is the largest school district in New Mexico and one of the nation's largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 143 schools: 13 high schools, 13 schools of choice, 27 middle schools, 89 elementary schools plus 21 APS authorized Charter Schools in 2013-2014. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 88,122 students and 14,000 employees, 11,500 full time and 6,300 teachers, and 1,900 classroom educational assistants.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Raquel Reedy.

## INTRODUCTION

**The purpose of this Request for Proposal is obtain food based vending machine service as needed by the district. This is a second request, if you have been awarded a contract under RFP16-045 RA-KM(Food Based Vending Machine Services) then you do not have to respond to this RFP.**

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).

### **SCOPE OF SERVICES - Products / Services Offered**

Vendors shall meet each of the following:

1. Supply, install, regularly service/maintain and/or periodically improve vending machines for the school sites that they work with.
  - Vending machines will be fully stocked.
  - 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 are to be 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 area is 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 and shall be trained in safety best practices and practices for working within schools. Awarded vendor is responsible for paying for their fingerprinting background clearance. At this time it is \$44.00. 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 or at time that is approved by the Principal.
  
2. Awarded offeror will continually stay up to date with and meet the requirements of the USDA Smart Snack Guidelines, Competitive Food Sales Standards, [http://www.fns.usda.gov/sites/default/files/allfoods\\_flyer.pdf](http://www.fns.usda.gov/sites/default/files/allfoods_flyer.pdf), APS Competitive Food Sales Procedural Directive, <http://www.aps.edu/about-us/policies-and-procedural-directives/procedural-directives/j.-students/competitive-food-sales> and Food and Drug Administration regulations, <http://www.fda.gov/Food/IngredientsPackagingLabeling/LabelingNutrition/ucm248732.htm#vending> for covered vending machine operators throughout the length of the bid contract.

3. All snacks items sold by the vendor shall:
  - Meet the USDA Smart Snack Guidelines;
    - 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 expiry date.
  
4. Per the 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 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. APS highly encourages vending machine operators who are not covered by this FDA requirement to voluntarily comply with these regulations.

### **Other Requirements**

Teacher’s Lounges and APS Departments 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.

- **Contact information:** Vendors shall provide the Student, Family & Community Supports Division their current contact information annually (see for technical assistance contact below).
- **Technical Assistance:** Offerors will contact Cynthia Grajeda, [grajeda@aps.edu](mailto:grajeda@aps.edu), 505-855-9812 in the SFCS Division for technical assistance with meeting Smart Snack Guidelines and the APS Competitive Food Sales Policy and Procedural Directive.
- **Fingerprints and Background Checks:** Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, 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 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 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 not directly involved in the employment decision regarding the applicant or contractor.

- **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.
- **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.
- **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.
- **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 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.

**Product/Service Details:**

- **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: employees 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.
- **APS Property:** All structures, furnishings, utilities, services, roads, trees, shrubbery, etc., which may be located on district property shall be protected against damage or interrupted services at all times by the contractor. Contractor shall be held responsible for repair or replacement of any and all such property damaged by reason of the contractor's actions or negligence.
- **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. Vandalism may also occur. APS will take reasonable care to ensure that buildings are locked when not in use and that the area is supervised, but will not be

responsible for the equipment or its contents. Contractor must insure his/her own property. If a machine has been repeatedly damaged, APS and contractor may elect to install some type of protection to select another more secure location or to remove the machine entirely. In the event of a catastrophic loss caused by arson, flood, earthquake etc. in which the building and its contents may be destroyed or seriously damaged, machines and contents will be included with district property for claim purposes. In no case will payment exceed fair market value.

- **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. 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. Identify what we do to ensure that schools notify vendors of any loss of electricity to machines.

- **Inconsistent machines:** School Principals will have the right to request new machines from contractors at any time.

- **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.

- **Commission Payments:** Commission payments due are payable to each school or site hosting a machine(s) will be issued no less than once per month. Each check must be documented with the accurate reports. As well, a monthly report will be sent to each individual school with the following information for each machine at the school:

- \*Each machine's serial number or other identification acceptable

- \*the last date in which it was serviced

- \*the name of the each type of product served

- \* the quantity of each product sold, and

- \*the resultant proceeds.

Credits must be shown separately. This same information will be provided to the APS Finance Department on a quarterly basis for audit purposes.

Vending Machines Information:

- See attached list; Larger Schools such as Cibola, Volcano Vista and Atrisco Heritage have an average of 4-5 vending machines.
- No information is available on sales volume of each machine or total machines over the past years.

- No information is available on existing pricing structure, commission being paid per machine, existing machine type, size and age.
- This RFP is for food only and no beverages (hot beverage, cold beverage, frozen machines).
- Schools will select from awarded vendors.
- There is no minimum or maximum machine per school; it depends on the needs of each school.
- Vending machines in Elementary Schools are only allowed in staff lounges and no access of the student body.

**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 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is Joint Venture, Offeror shall state in submitted proposal 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. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. **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.

	Possible Points	Points This RFP
<b>Service</b>	20	
<b>Healthy Snacks</b>	20	
<b>School/District Partnership and Value Added Services</b>	20	
<b>School Revenues</b>	25	
<b>Business Profile</b>	10	
<b>References</b>	5	
<b>Total Possible Points</b>	<b>100</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, eight, or seven percent of the total possible points to a resident veteran business. To qualify an Offeror shall include a copy of their Resident Veteran Certificate issued by State of New Mexico Taxation & Revenue Department. <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>	110	

**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 point 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.

Your response shall not exceed sixty (60) single sided pages. The page limit does not include: front and back cover, any required attachments, blank dividers, and table of contents.

#### **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 on the staff available for this contract. Do they wear uniforms or distinctive clothing and 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 knowledge 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 brief statement of your organization's knowledge and understanding of current USDA Smart Snacks guidelines. Discuss how your organization intends to ensure that your products will meet these 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.

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 and telephone numbers 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, New Mexico Employees Health Coverage Form, Acknowledgement of Addendums.

**PROPOSAL CHECKLIST**  
**Albuquerque Public Schools / Procurement Department**

***Did You:***

- Include One (1) original and one (1) identical electronic copy of your proposal. Electronic copy is not email; please provide a Jump Drive loaded with your proposal. Fax copies are not accepted.
- Include List of References- Please do not list current APS personnel.
- Acknowledge all addenda
- Review all clarifications/questions/answers.
- Clearly mark your proposal with RFP number on the front of the envelope and opening date.
- Deliver sealed proposal to APS Procurement Office located at 6400 Uptown Blvd. NE, Suite 500 E Albuquerque, New Mexico 87110 before due date.

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

Contact the Purchasing Department immediately if any portion of this RFP is missing. This form is for your information only and does not need to be submitted with your proposal. This form is not all inclusive and Offerors should read the RFP carefully to ensure all items are addressed in your proposal.

## 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

Schools	Vendor	# of machines
Albuquerque High	Healthy Choice Vending of NM	7
Atrisco Heritage Academy	Sanding Vending	5
Cibola	Healthy Choice Vending of NM	5
Del Norte	None	0
Eldorado	KRL Vending	3
Highland	None	0
La Cueva	KRL Vending	4
Manzano	KRL Vending	2
Rio Grande	KRL Vending	2
Sandia	KRL Vending	3
Valley	None	0



<b>Volcano Vista</b>	<b>KRL Vending</b>	<b>5</b>
<b>West Mesa</b>	<b>Healthy Choice Vending NM</b>	<b>4</b>
<b>New Futures</b>	<b>KRL Vending</b>	<b>1</b>
<b>Freedom High School</b>	<b>KRL Vending</b>	<b>1</b>
<b>Next Gen</b>	<b>KRL Vending</b>	<b>1</b>
<b>Roosevelt Middle School</b>	<b>Desert Vending Machine</b>	<b>3</b>