



# BERNALILLO PUBLIC SCHOOLS REQUEST FOR PROPOSALS

**RFP #2021-061-003**

**RFP TITLE: FOOD FOR BPS FOOD SERVICES**

**COMMODITY CODE (NIGP): 37515, 38538, 38696, 39028, 39084**

## RFP Schedule

Action	Date & Time
RFP Issued	September 1, 2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	September 16, 2020 @ 5:00 PM (local time)
RFP Due Date and Time	September 30, 2020 @ 2:00 PM (local time)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the BPS Procurement bid clock.</i></b>	
Evaluation of Proposals	September 7, 2020
Contract Negotiations	TBD

## Procurement Contact Information

<b>Name</b>	Tarah Faraone-Arriola
<b>Phone Number</b>	505/404-5685
<b>E-Mail</b>	tarriola@bps.k12.nm.us

*Any inquiries or requests regarding clarification of this RFQ document shall be submitted to the Purchasing Specialist/CPO in writing. Offerors may contact ONLY the Purchasing Specialist/CPO regarding the terminology stated in the procurement documents.*

## RFQ Submittal Location

### Physical Address

Bernalillo Public Schools  
Finance Department  
Attention: Tarah Faraone-Arriola  
560 S. Camino del Pueblo  
Bernalillo, NM 87004

The outermost envelope of your proposal shall be clearly labeled with the following: Offerors' business name, RFQ number, and opening date & time. Please note: if you put your sealed proposal inside of a FedEx, UPS, etc. envelope, all of this information must be clearly written on that outer envelope as well.

## RFQ Term

Bernalillo Public Schools reserves the right to enter into a one (1) year contract with the awarded Offeror(s) with the option to renew for three (3) additional years. Contract not to exceed four (4) years.

# Table of Contents

<u>OFFEROR'S GENERAL INSTRUCTIONS</u>	<u>3</u>
<u>TERMS AND CONDITIONS</u>	<u>9</u>
<u>PROTESTS</u>	<u>14</u>
<u>SCOPE OF WORK</u>	<u>15</u>
<u>EVALUATION CRITERIA</u>	<u>22</u>
<u>SUBMITTAL REQUIREMENTS</u>	<u>23</u>
<u>LETTER OF SUBMITTAL FORM</u>	<u>26</u>
<u>COST QUESTIONNAIRE</u>	<u>27</u>
<u>CAMPAIGN CONTRIBUTION DISCLOSURE FORM</u>	<u>31</u>
<u>CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM</u>	<u>33</u>
<u>STATEMENT OF CONFIDENTIALITY</u>	<u>34</u>

# **OFFEROR'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS.** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Qualifications.

The submission of a proposal constitutes a representation by the offeror that the offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his proposal. By responding to this RFQ, Offerors acknowledge and agree to the terms and conditions set forth in this RFQ.

Offerors should promptly notify the Purchasing Specialist/CPO of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFQ. Any response made by the District will be provided in writing to all Offerors by addendum, no verbal responses shall be authoritative.

Offerors may contact ONLY the Purchasing Specialist/CPO regarding the terminology stated in the procurement documents. Other BPS employees do not have the authority to respond on behalf of BPS. Offerors **MAY NOT** contact other district departments or employees. Any contact with a district department 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 Purchasing Specialist/CPO will have no legal bearing on this RFQ or the resulting contract(s).

All documents submitted in response to, or resulting from, this RFQ shall become property of the District.

2. **ELECTRONIC RFQ DOCUMENTS.** This RFQ is being made available by electronic means. In the event of conflict between a version of the RFQ in the Offeror's possession and the version maintained by BPS, the Offeror acknowledges that the version maintained by BPS shall govern.
3. **INTERNET ACCESS AND E-MAIL REQUIRED.** A large part of the communication regarding this procurement will be conducted via the school/district/PSFA website and by electronic mail (e-mail). Offeror must have internet access and a valid e-mail address to receive correspondence.
4. **LEGAL REVIEW.** The District requires that all Offerors agree to be bound by the specific and general requirements contained in this RFQ. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Specialist/CPO.

In the event Offeror's forms or parts of forms are included as an attachment, Offeror agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Offeror's forms regardless of any statement to the contrary in an Offeror's form(s) or proposal. Notwithstanding the preceding sentence, the District reserves the right to consider the Offeror's additional terms and conditions and negotiate as necessary and applicable to the category of goods, services, or combination of goods and services offered by the Offeror in response to this RFQ. Unless the District specifically agrees in an express written amendment of this solicitation, terms and condition on Offeror's forms shall be of no effect.

5. **FORMS AND ATTACHMENTS.** It is the responsibility of every offeror to ensure they have downloaded the latest version of each RFQ, including any addendum(s) which may have been issued and posted on the BPS Purchasing Website. Offerors should revisit the website (<https://www.bernalillo-schools.org/Page/4296>) prior to the due date and before submitting their proposal to Bernalillo Public Schools. All addendums must be acknowledged in the submitted proposal.

Offeror shall submit one (1) original proposal, three (3) identical copies and one (1) identical electronic copy. Electronic copy is not email; please provide a USB Drive loaded with your proposal. Fax and e-mail copies are not accepted.

No Addendum will be issued later than FIVE (5) days prior to the date for receipt of proposals, except an Addendum withdrawing the RFQ or one which extends the date for receipt of proposals.

6. **CORRECTIONS.** Corrections shall be initialed in ink by the person signing the proposal.

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. The District personnel will not merge, collate, or assemble proposal materials.

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

The District reserves the right to add to or delete from the Scope of Work set forth in this RFQ.

7. **PRICE IS ALL INCLUSIVE.** The proposal price shall be a delivered price. All materials shall be shipped F.O.B. Destination as specified in the RFQ.

All costs incurred by an Offeror in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Offeror.

8. **BRAND NAMES.** 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, BPS 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.

9. **RFQ PRICING DURATION.** Responses, including proposal prices, will be considered firm for one-hundred twenty (120) days after the due date of the proposals or ninety (90) days from the due date for best and final offers, if the Offeror is invited or required to submit one.

10. **EXPLANATIONS, EXCEPTIONS.** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Purchasing Specialist/CPO, after review of the proposals may request clarifications on information submitted by any and all offerors in a written format, with a specified deadline for response. Such discussions shall not be initiated by the offeror(s).

The District reserves the right in its sole discretion to waive minor informalities in proposals 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 whose non conformity is waived.

11. **TIMELY SUBMISSIONS.** Proposals must be submitted by the due date and time. Bernalillo Public Schools does not accept proposals electronically, by fax, or email. Proposals must be submitted as a hardcopy with original signatures.

BPS may in its sole discretion extend the time for the submission of proposals 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.

It is the offeror's responsibility to ensure the proposal arrives before the due date and time. Offerors are cautioned that "late is late". It is the responsibility of the Offerors to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late proposals will be accepted under any circumstances, not even if the delivery company is late. It is recommended to send your proposal early.

12. **RFQ CANCELLATION OR REJECTION.** This RFQ may be canceled at any time and any or all proposals may be rejected in whole or in part when it is in the best interest of Bernalillo Public Schools.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

13. **RFQ OPENING.** Submitted proposals shall not be publicly opened.

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 Offerors who submitted responsive proposals with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

The District reserves the right to accept all or a portion of a potential Offeror's proposal.

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

14. **NEGOTIATIONS.** The District reserves the right to discontinue negotiations with any selected Offeror.

The contents of the proposals shall not be disclosed during any negotiations that may occur. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFQ. Awarded in this context means the final required District signature on the contract(s) resulting from the procurement has been obtained.

The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs to the District.

15. **MULTI-AWARD.** The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

16. **AFTER AWARD.** It is mutually understood and agreed that the successful offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of BPS.

This procurement in no manner obligates Bernalillo Public Schools to the eventual rental, lease, purchase, etc. of any equipment, software, services, goods, etc. offered until a valid written contract is awarded and approved by the appropriate authorities.

After the final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Specialist/CPO will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, 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.

The District shall keep one each of all proposals submitted for the procurement file. Offerors may make arrangements with the District to pick up additional copies of the proposals within 7 calendar days of the notice of award. After 7 days, the additional proposals will be shredded and will not be returned to the offerors.

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

“Agency” shall mean Bernalillo Public Schools (BPS)

“Award of Contract” shall mean formal approval by the Board of Education and a contract document has been signed by both parties.

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

“Contractor” shall mean the successful bidder

“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.

“Design Professional” shall mean architect or engineer.

“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 RFQ and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

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

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

“Owner” shall be Bernalillo Public Schools.

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

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

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

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



# **TERMS AND CONDITIONS**

1. **TERM:** BPS reserves to right to procure the services/goods as described in this RFQ and enter into a contract as described on RFQ front cover.
2. **GOVERNING LAW:** This RFQ and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
3. **PROCUREMENT CODE:** This procurement will be conducted in accordance with the applicable provisions of the State of New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 as amended.
4. **PUBLIC WORKS ACT:** Any contract or project resulting from this RFQ shall comply with the applicable provisions NMSA Article 4 Public Works, including but not limited to Section 13-4-10 through 13-4-17 NMSA 1978 “Public Works Minimum Wage Act” and 13-4-18 NMSA 1978 “Construction Contract Performance and Payment Bonds.”
5. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the BPS Procurement Specialist/CPO.
6. **MINIMUM AMOUNT:** Bernalillo Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for qualifications.
7. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary month) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
8. **TAXES:** BPS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** The District’s obligation to make payment under the terms of this RFQ 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.
10. **PENALTIES:** 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.
11. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The contractor may terminate this contract only if the Bernalillo 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 the District against the 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, BPS may without cause and without prejudice to any other right or remedy of BPS, 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.

12. **INDEMNIFICATION:** The Offeror 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 Bernalillo 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 Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as possible but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

13. **SUBCONTRACTORS:** Use of subcontractors **shall** be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the District awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
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  
Bernalillo Public Schools

**Certificate of Insurance forwarded to:** Bernalillo Public Schools  
ATTN: Tarah Faraone-Arriola, CPO  
560 S. Camino del Pueblo  
Bernalillo, NM 87004

15. **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.

16. **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.

17. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Bernalillo Public Schools.

18. **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.

19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such Offeror and another person or firm that constitutes a conflict of interest that is averse to the District.

20. **NON-DISCLOSURE:** The Offeror shall not disclose any information relating to students, employees of BPS or any other confidential information provided to or developed by the contractor in performance of the contract resulting from this RFQ. Vendor agrees to indemnify and hold harmless BPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

21. **RIGHT TO PUBLISH:** Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the District, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or District contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

22. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFQ shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

23. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).

24. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by BPS. If delay in delivery is foreseen, Seller must notify the BPS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

25. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

26. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.

27. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

28. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

29. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this RFQ nor transfer any interest nor assign any claims for money due or to become due under this RFQ without the written consent of BPS.

Any contractual agreement that may result from this RFQ shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District which may derive from this RFQ. The District entering into a contractual agreement with a vendor will make payments to only the prime contract.

30. **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 RFQ 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 Specialist/CPO 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 Purchasing Specialist/CPO of Bernalillo Public Schools – Bernalillo, NM via certified/tracked mail (UPS, FedEx, USPS, etc.). Faxed or e-mailed protests will not be accepted. Protests received after the deadline will not be accepted.
2. In the event of a timely protest under this section, the Purchasing Specialist/CPO and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Specialist/CPO 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 Specialist/CPO or their 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 Specialist/CPO or their 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).

# **SCOPE OF WORK**

# OVERVIEW

The purpose of the Request for Proposals (RFP) is to solicit competitive sealed proposals for food items to be supplied on demand for BPS Food Services programs. BPS reserves the right to bid any item(s) separately whenever it may be in its best interest to do so. BPS also reserves the right to negotiate a deeper discount in the event of a large quantity purchase or similar circumstance. New items which may become available over the life of the contract may be added if the product is representative of the materials requested in this RFP.

The specifications listed abide by the New Mexico Nutrition Rules for Competitive Foods. No substitutions of products are allowed unless approved by the BPS Purchasing Specialist & Director of Food Services.

# RFQ SCHEDULE

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

# SCOPE OF WORK

**Commodities:** BPS receives commodities throughout the year, some have definite schedules while others do not. Based on receiving commodity shipments, BPS reserves the right to reject product(s), bid or cancel a shipment. If an awarded vendor runs out of product and are unable to secure the product of equal or greater quality from another source on behalf of BPS, they are required to notify Director of Food Services as soon as possible. If BPS is able to secure the required product from another source, the awarded vendor will be required to pay the difference between the RFP price and the price paid by BPS for the replacement product.

**NM/USDA Requirements:** Federal and State regulations require that all food items served in the National School Lunch/Breakfast and After School Snack programs meet the established United States Department of Agriculture (USDA) meal requirements. Thus, BPS Food Services department is requiring the following:

1. Supplier is to indicate the item number, brand(s), manufacturer product code(s), and pack/sizes of the products proposed for each item listed on the RFP pricing list. If a proposal does not include this information, BPS will assume the information provided is for the product specified on the pricing list. Please review the pricing lists and be sure the following information is provided for each line item:
  - a. Supplier Item Number
  - b. Product Brand Name
  - c. Manufacturer's Item Number
  - d. Pack & Size
  - e. Cost per Unit
  - f. Cost per Case
2. CN labels and/or product formulation (product analysis) statement forms for all items must be available online and easily accessible to BPS staff. Product analysis sheets are required for all items proposed and must meet USDA meat/meat alternate, fruit/vegetable, bread/grain alternate, and/or milk component. This online database must be maintained by the supplier. If a database is not available, this information is required to be submitted with the proposal.
3. Nutritional fact label sheets must be available online and easily accessible to BPS staff. This online database must be maintained by the supplier. If an online database is not available, this information must be included with the proposal for all items.
4. Safety Data Sheets (SDS – formally MSD sheets) for chemical products must be available online and easily accessible by BPS staff. This online database must be maintained by the supplier. If an online database is not available, this information must be submitted with the proposal for all items.



5. The case amounts listed for each item are estimated quantities only. BPS Food Services department will not be held to these quantities, as total purchases may be greater than, equal to or lower than the quantities provided. The quantities provided are based on historical purchases and total number of students, and are the anticipated total quantities needed for the upcoming school year.

If any of the information in this section is omitted from the proposal submitted, BPS reserves the right to reject the RFP.

**Product Specifications:** Grades and other requirements specified for items are based on current US standards as applicable. Drained weights, brix values and other related values, as applicable to items listed in these specifications shall be those required by the US standards and Federal specifications in effect at the time of this RFP.

All food products furnished to BPS shall comply with the latest standards and regulations established by the Federal Laws (including the Federal, Food, Drug, and Cosmetic Act) and the USDA.

All frozen fruits and vegetables covered by specifications for frozen foods as issued by BPS shall be unconditionally guaranteed as to represented grade.

When quality is questioned, the awarded vendor will furnish to BPS on request, USDA Certificates of Grade. Any expense incurred in obtaining grade certification shall be the sole responsibility of the vendor and solely borne by the vendor. If any product is found to be below the grade specified, it shall be immediately replaced by the supplier at their cost.

**Food Protection Specifications:**

Transportation of food must meet the Food Sanitation Ordinance for General Food Protection 9-6-1-3.

Frozen products should be frozen solid when being received at a temperature of 0 degrees. Refrigerated trucks are required for delivery of all frozen foods.

It is crucial that all products be delivered on time and at the appropriate temperatures to meet health code requirements. Foods received at the wrong temperature will not be accepted.

**Any food attempted to be delivered that is not within proper holding temperatures recommended by USDA will be rejected and re-delivered at proper safe temperature at the supplier's expense.**

**Frozen Foods Specifications:**

- All frozen potato products shall meet United States standard for Grade A long or medium.
- All frozen fruits and vegetables shall be USDA Grade A.

**Grocery Specifications:**

- Supplier shall state on the pricing list, the packer and location of each item.
- All items offered shall be of the latest season's pack.
- All cans shall be labeled as to contents and shall conform in every aspect to the provisions of the Federal Food, Drug, and Cosmetic Act.

**Grains/Bread Specifications:**

- All grains/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched whole-grain meal or flour.
- The label must indicate that the product is enriched or whole-grain; made from enriched or whole-grain meal or flour as well as bran and/or germ, or fortified. If it is enriched, the item must meet the Food and Drug Administration's (FDA) Standards of Identity for enriched bread, macaroni and noodle products, rice, or cornmeal.

**Pricing:** Suppliers shall not include federal excise tax, transportation tax, or any other taxes in their RFP that do not apply to school district.

Items must be furnished as specified and at the price submitted.

All pricing will be FOB Destination including cost, insurance, and freight. FOB destination shall be interpreted as final site as specified by BPS.

**Pricing List:** Please review the pricing list carefully and fill in all required information. Information on the pricing list must be typed in order for accurate review. A USB drive with the excel file of the pricing list is **required** to be submitted with your proposal in addition to a hard copy of the list.

**Use of Federal Funds:** Food Services revenues are derived primarily from federal sources. Federal law prohibits application of any residential preferences when the expenditure of federal funds designated for specific purchases(s) is involved.

**Ordering:** Food orders will be submitted as follows:

National School Lunch Program, National School Breakfast Program, After School Snack Program – Food (NSLP, NSBP, ASSP – FOOD)

National School Lunch Program, National School Breakfast Program, After School Snack Program – Non-Food (NSLP, NSBP, ASSP – NON-FOOD)

Fresh Fruit & Vegetable Program – Food (FF&V PROGRAM – FOOD)

BREAKFAST IN THE CLASSROOM – FOOD

BREAKFAST IN THE CLASSROOM – NON-FOOD

BPS will indicate the item number when placing orders.

**Invoices are to be separated as per order description.**

**Pallet Requirements:** Any shipments received shall be palletized if the quantity of cartons in the shipment is more than twenty (20) and/or if the total shipment weight exceeds 200 pounds.

Palletized product must be tied and shrink wrapped to avoid shifting in transit and during unloading. Air Dunnage Bags must be in place of gaps between pallets to avoid shifting and falling over during transportation. Palletized product must not exceed five (5) feet in height.

All palletized cartons must have externally facing labels identifying carton contents and quantity. It is acceptable to mix product on a single pallet as long as smaller quantities of like items are placed toward the top and the entire pallet is stacked as may be physically and commercially sensible.

Adhering to the pallet requirements will limit your time at the receiving dock and will keep all incoming deliveries on schedule.

Purchase Order will not specify palletizing requirements. Offeror's signature signifies understanding of these requirements. BPS reserves the right to reject shipments which are not tied, shrink wrapped, palletized and the use of Air Dunnage Bags.

**Deliveries:** Deliveries will only be made to 2 locations throughout the term of this contract:

**Warehouse:** 224 N. Camino del Pueblo, Bernalillo, NM 87004 (contact information for warehouse deliveries will be provided to the awarded vendor(s)).

**Bernalillo High School:** 148 Spartan Alley, Bernalillo, NM 87004 (505/404-5219, Maria Calderon, Kitchen Manager)

**Deliveries are expected within five working days. SUPPLIER OWNS GOODS IN TRANSIT.** All products must be freshly packed; frozen items must be delivered completely frozen. Containers and packing crates must be in good form when delivered or delivery may be rejected and re-delivered at suppliers expense.

**BPS Food Services Contact Information:**

*Please note: these are the only BPS staff members authorized to place orders on behalf of the district.*

Dean Gallegos, Director	505/404-5741
Melissa Gonzales, Bookkeeper	505/404-5744
Vanessa Martinez, Food Orders	505/404-5746

**Purchase Order and Invoicing Procedures:** A Price Agreement (PA) will be issued to the successful offeror(s) on all awarded bid items for the duration of the contract. Actual quantities of award items requested by BPS and delivered by the offeror will be charged to a Blanket Purchase Order (PO) referencing the PA. Delivery shall be ticketed separately, showing the BPS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the item(s). Initials only are not acceptable and will not be processed for payment. BPS will not pay for unauthorized purchases.

Invoices must clearly state the PO assigned to your company, the quantity, description, individual prices and total. All information on invoice(s) must be filled out in black ink or typed and readable. Itemized invoices, clearly referencing appropriate purchase order number and bid number shall be submitted to Food Services, 560 S. Camino del Pueblo, Bernalillo, NM 87004. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

BPS will make a good faith effort to work with your company to remedy any problems with invoices. If invoices are not generated as per contract pricing and invoiced properly, BPS reserves the right to request corrected invoices.

**As a minimum, the following information must appear on all Delivery Tickets and Invoices:**

- a. Purchase Order Number
- b. Invoice Number
- c. Delivery Date
- d. Item Number
- e. Item Description
- f. Quantity Shipped
- g. Unit Price
- h. Lot/Batch #'s
- i. Extended Price
- j. Total Invoice
- k. Location Number
- l. Recipient's Signature
- m. Company Header

# **EVALUATION CRITERIA**

# **EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 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.

**\*\*\*The Offeror should contact Purchasing Specialist/CPO for clarification of evaluation criteria or terminology\*\*\***

	<b>Possible Points</b>	<b>Points This RFQ</b>
Price	40	
Product Documentation (CN labels, Product Analysis, Product Data Sheets, Safety Data Sheets)	20	
Meets Delivery and Service Requirements	15	
Experience, Qualifications and Capacities of Supplier	10	
Capabilities and Cost of Integration Technologies (Inventory and Accounting)	10	
Letters of Reference	5	
<b>Total Points</b>	<b>100</b>	
<b>Interviews (if held)</b>	50	
<b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business. Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation & Revenue Department.	5	
<b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. 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>	100-160	

**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.

---

## **Proposal Format**

Proposals shall be submitted in a three-ring binder. Page format shall be 8-1/2" x 11" with foldout sheets (if any) allowed up to 11" x 17" in size. Foldout pages shall be counted as two pages **and shall be numbered as such**. Text will be no smaller than 11 point.

**Proposals shall not exceed 10 pages total for all of the tabbed sections listed below. Each sheet face that is printed with text or graphics counts as one page. Tab Dividers do not count as pages provided the only text or graphics on the dividers are the tab numbers and section titles. Required forms under the Attachments and Compliance sections of this RFP do not count towards the limit.**

**Any response that exceeds the referenced page limitation shall be deemed non-responsive.** If there are any questions regarding format requirements, please contact the Purchasing Specialist/CPO prior to submission of Documents.

**Tabs/Evaluation Categories:** All sections shall be separated by tabs that correspond to the Submission Requirements and Evaluation Categories as shown below. Pages within each Tab shall be numbered consecutively.

**Electronic copies** should be identical to the printed copies and provided on a USB drive. E-mailed proposals will not be accepted. If there is a discrepancy between the electronic and printed proposal, the original printed proposal takes precedence.

---

**Proposal Contents – Submit 1 Original, 3 Identical Copies & 1 Identical Electronic Copy to include the excel file of the pricing list:**

### **BEFORE ALL TABS - LETTER OF SUBMITTAL**

Each proposal must be accompanied by a submittal letter. (See form on page 27.)

### **TAB 1 – PRICE**

Complete the pricing list in its entirety. If you are not offering an item list "n/a" for that line. Provide the excel copy of the pricing list on a USB drive with your proposal.

### **TAB 2 – PRODUCT DOCUMENTATION**

1. Supplier is to indicate the item number, brand(s), manufacturer product code(s), and pack/sizes of the products proposed for each item listed on the RFP pricing list. If a proposal does not include this information, BPS will assume the information provided is for the product specified on the pricing list. Please review the pricing lists and be sure the following information is provided for each line item:
  - a. Supplier Item Number
  - b. Product Brand Name
  - c. Manufacturer's Item Number
  - d. Pack & Size
  - e. Cost per Unit
  - f. Cost per Case

2. CN labels and/or product formulation (product analysis) statement forms for all items must be available online and easily accessible to BPS staff. Product analysis sheets are required for all items proposed and must meet USDA meat/meat alternate, fruit/vegetable, bread/grain alternate, and/or milk component. This online database must be maintained by the supplier. If a database is not available, this information is required to be submitted with the proposal.
3. Nutritional fact label sheets must be available online and easily accessible to BPS staff. This online database must be maintained by the supplier. If an online database is not available, this information must be included with the proposal for all items.
4. Safety Data Sheets (SDS – formally MSD sheets) for chemical products must be available online and easily accessible by BPS staff. This online database must be maintained by the supplier. If an online database is not available, this information must be submitted with the proposal for all items.

### **TAB 3 – MEETS DELIVERY AND SERVICE REQUIREMENTS**

Complete the cost questionnaire as part of your response in this section. If you need additional space please feel free to provide your response on a separate page labeled with the question and number from the cost questionnaire. **These separate pages count towards the 10 page limit.** The cost questionnaire form does not count towards the 10 page limit.

### **TAB 4 – CAPABILITIES AND COST OF INTEGRATION TECHNOLOGIES (INVENTORY AND ACCOUNTING)**

Complete the cost questionnaire as part of your response in this section. If you need additional space please feel free to provide your response on a separate page labeled with the question and number from the cost questionnaire. **These separate pages count towards the 10 page limit.** The cost questionnaire form does not count towards the 10 page limit.

### **TAB 5 – EXPERIENCE, QUALIFICATIONS AND CAPACITIES OF SUPPLIER**

Please provide a detailed response on your company’s commitment, experience, qualifications, and capacity in providing services to educational institutions, public agencies, or non-profit institutions for food and non-food items.

### **TAB 6 – LETTERS OF REFERENCE**

Please provide at least 3 letters of recommendation from other educational institutions and/or public agencies in the State of New Mexico. **Do not include references from BPS staff.**

### **TAB 7 – COMPLIANCE (not counted towards page limit)**

#### CERTIFICATE OF INSURANCE (IF APPLICABLE):

Offeror shall provide a Certificate of Insurance that meets the requirements listed.

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in this RFQ. 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. 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.

#### CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Offeror shall complete this form which is provided in the RFQ and include it in their proposal.

#### STATEMENT OF CONFIDENTIALITY:

Each Offeror shall complete this form which is provided in the RFP and include it in their proposal.

#### SUBSTITUTE W-9 FORM:

Each Offeror shall complete and provide a Substitute W-9 Form



# ATTACHMENTS

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

# LETTER OF SUBMITTAL FORM

**Submit with your proposal**

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

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

Name:
Address:
City, State, Zip:
NM CRS #

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person to be contacted for payment/invoice information:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for product or delivery problems:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

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



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

# COST QUESTIONNAIRE

**OFFEROR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Notice to Suppliers:** BPS reserves the right to pre-audit any or all responding suppliers in accordance with the terms included in their respective RFPs. In this way, BPS can assure itself of the mechanics of the suppliers proposed pricing mechanism as well as provide an opportunity to validate submitted RFP prices in support of the individual proposal. Serious deviations which might surface during such an audit can disqualify a supplier.

**Please address the following questions as part of your proposal for RFP #2019-061-005:**

1. Does your company have a school site drop ship case minimum requirement?

YES       NO      If yes, please explain:

---

---

---

---

2. Does your company have a school site drop ship dollar minimum requirement?

YES       NO      If yes, please explain:

---

---

---

---

3. How much time does your company need in order to fill complete food and non-food orders, so that back-orders or out of stock items are avoided?

---

---

---

---

4. Can your company follow the detailed delivery schedule as specified below?

**NO EARLIER** than 6:30 AM and **NO LATER** than 1:30 PM. Deliveries will not be accepted during the lunch time frame of 11:00 AM – 12:30 PM.

Please also describe your company’s process for orders that are attempted to be delivered unsuccessfully outside of these delivery hours. How will you ensure orders are not delivered outside of these hours? Please note: Delivery drivers or sales representatives are forbidden from calling kitchen personnel to request that the wait for a late delivery. *(Please feel free to address these issues on a separate page.)*

---

---

---

---

5. How long will it take for your sales representative to communicate with our District when items are not available? How are shortages processed?

---

---

---

---

6. Please describe the steps your company will take to ensure deliveries are signed for by authorized personnel **only**. (Custodians, secretaries, principals, etc. are not authorized to receive food services deliveries. Only kitchen personnel are authorized to receive food services deliveries.)

---

---

---

---

---

7. How are returns processed?

---

---

---

---

---

8. How are backorders processed?

---

---

---

---

---

9. Does your company provide online ordering capabilities? Provide a detailed description of how products and services will be provided.

---

---

---

---

---

10. Does your company provide any interfacing opportunities? If so, please provide a detailed description of the software and services that will be provided.

---

---

---

---

---

11. What type of usage or activity reports are available and how often will they be provided? Please provide a sample copy.

---

---

---

---

---

12. Does your company provide systems for managing Commodity Pass Thru programs (Net Off Invoice)?

---

---

---

---

---

13. Does your company provide any discounts? Please explain in detail.

---

---

---

---

---

14. Does your company charge any additional fees? Please explain in detail. (Costs to consider: Fuel surcharge, delivery fee, minimum order fee, etc.)

---

---

---

---

15. Please describe how your company could assist BPS in complying with the Nutritional Standards in the National School Lunch and School Breakfast programs in the upcoming 2019 – 2020 school year and in years to come.

---

---

---

---

16. Please state your invoicing procedures. (Please note, it is BPS policy to pay invoices that have receiver signatures. If an invoice does not have a receiver signature, it will not be paid.)

---

---

---

---

17. Please provide any additional information you feel is important for the evaluation committee to consider.

---

---

---

---

# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

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

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

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

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

– OR –

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

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

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





# CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

## CONFLICT OF INTEREST

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

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

No employee or board member of Bernalillo 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 Bernalillo 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 Bernalillo 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 Bernalillo Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

### CERTIFICATION

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



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

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

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

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

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFQ process, and during the term of the Contract between Contractor and the Bernalillo Public Schools (BPS) and forever thereafter, to keep confidential all information and material provided by BPS or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFQ, and relating to any client, vendor, or other party transacting business with BPS, and not to release, use or disclose the same except with the prior written permission of BPS. This obligation shall survive the termination or cancellation of the Contract between Contractor and BPS 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 BPS, a client or customer of BPS, or to the owner of such information, inadequately compensable in damages and that, accordingly, BPS 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