

REQUEST FOR PROPOSALS
FOR
RFP 17-PW-003
FOOD VENDOR FOR CITY HALL LOCATION

As Requested by
THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 AM Thursday, November 17, 2016

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Floor Plan – Exhibit 1Attached

1. INTRODUCTION

1.1. Scope of Work / Specifications. The scope of work and specifications for this RFP are attached as Exhibit A.

Overview. The City of Rio Rancho is formally requesting RFP submissions for a food and catering vendor at City Hall. The chosen vendor (the "Contractor") will be located in approximately 400 square feet of space on the first floor of the City Hall located at 3200 Civic Center Circle NE Rio Rancho, New Mexico 87144. City Hall is part of Rio Rancho's City Center project and is located at the intersection of King Boulevard and City Center Circle Drive. See attached Exhibit 1 for a basic floor plan of area.

The selected vendor is expected to offer items for breakfast, lunch and a variety of snacks. Catering services are anticipated from time to time for City Hall business meetings and special events. The City Hall is occupied by approximately 300 employees and is regularly visited by residents and other City employees with offices elsewhere. City Center is host to more than 1,300 employees, 1,200 college students and thousands of visitors with limited food service options.

The selected vendor may occupy the location beginning December 1, 2016. The vendor's operations are required to commence on or before January 2, 2017.

1.2. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
Department of Financial Services
Attention: Shonna Ybarra, Purchasing and Contracts Manager
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 891-5044
sybarra@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

| Action | Responsibility | Date | Time |
|---|-----------------------|------------------------------|-------------|
| Issue RFP | City of Rio Rancho | Sunday, October 23, 2016 | NA |
| Return of Acknowledgement Form | Potential Offerors | ASAP | |
| Pre-Proposal Meeting | City of Rio Rancho | Wednesday, November 02, 2016 | 2:00 PM |
| Deadline to Submit Written Questions | Potential Offerors | Monday, November 07, 2016 | 5:00 PM |
| Response to Written Questions | City of Rio Rancho | Thursday, November 10, 2016 | 5:00 PM |
| Submission of Proposals | Offerors | Thursday, November 17, 2016 | 10:00 AM |
| Proposal Evaluation (Including time for Interviews, Oral Presentations, and Best and Final Offers)* | Evaluation Committee | NA | NA |

*Offerors will be notified by the Purchasing Department if and when to expect interview and Best and Final Offer dates.

2.2.1. Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2. Pre-Proposal Conference. A pre-proposal conference and site visit will be held on November 2, 2016 at 2:00 PM in the Governing Body Overflow Conference Room located on the 1st floor of City Hall.

2.2.3. Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4. Written Questions and RFP Amendments. Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date and time specified in the schedule of events. All written questions must be sent by email and addressed to the Point of Contact (see Section 1.2). Written responses to written questions and any RFP amendments will be distributed to all Potential Offerors whose organization name appears on the procurement distribution list, via electronic email (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: www.rnm.gov/bids. It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5. Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Shonna Ybarra, Purchasing and Contracts Manager
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Food Vendor for City Hall Location
RFP 17-PW-003**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, www.rnm.gov.

2.2.6. Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7. Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8. Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9. Award without Discussions. An award on the basis of the initial proposals may be made without further negotiations unless further discussions are determined to be necessary. An award without discussions will only be made if the offer is accepted as submitted.

- 2.2.10. Selection of Finalists.** If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail or email.
- 2.2.11. Discussions with Finalists.** The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Any communication received from the City shall be acknowledged immediately by the Finalist Offerors. Finalist Offeror shall ensure that adequate contact information is provided with the submitted proposal. Multiple contacts may be provided. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a best and final offer.
- 2.2.12. Proposal Revisions and Best and Final Offers.** Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, offers will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.
- 2.2.13. Finalize Contract.** The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.
- 2.2.14. Protest Deadline.** The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.
- 2.2.15. Notice.** The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

- 2.3.1 General Proposal Requirements.** Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the

proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non confidential portion of the proposal.

- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The City reserves the right to negotiate all elements of the Contract.
- 2.3.2.h. Right to Terminate Negotiations.** If an agreement cannot be made with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.
- 2.3.2.i. Modification.** Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.**

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its

- payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements

regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 5 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Proposals shall be limited to a maximum length of 10 pages. The Required Information Form, Table of Contents, any requested redlined changes to contract related documents, and other non-scored informational appendices will not be included in the total proposal page count. An additional cover letter may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Additional appendices will not be forwarded for review by the RFP Committee. Proposals must include page numbers for each section of the Proposal.

3.2.2 Proposals shall be divided into three clearly defined sections, which shall include:

3.2.2.a Section 1: Required Information Form, Table of Contents, Response to Evaluation Criteria, and any additionally required documents not included in the page count.

3.2.2.b Section 2: Additional non-scored informational appendices, such as promotional documents (these documents may not be reviewed by evaluation committee members).

3.2.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. Graphics incorporated into the proposal may exceed the paper-size requirement. **One (1) CD/DVD/flash drive containing the electronic files of the proposal shall be included with the original**

proposal submitted.

3.2.4 The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.

3.2.5 The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

4.1. Overview. This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.2 Mandatory Proposal Submission Requirements. Failure to comply with a mandatory requirement will result in disqualification of the proposal.

4.2.1 Required Information Form. Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:

- The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
- Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.
- This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.

4.3 Evaluation Criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

4.3.1 Qualifications/Finances/Past Experience/Resources Available

Provide a narrative description of Offeror's qualifications to provide the services described in the RFP. Include past experience, examples of similar services and resources available to you to aid in successful deployment of this project. In addition, please describe your financial status and how you intend to fund start-up/ongoing expenses. Include a well-defined work plan and detailed approach to this project. Points will be awarded based on the ability of each Offeror to provide a clear and concise

work plan, schedule, and approach related specifically to provide the services requested. Maximum page limit for responses to this section is three (3) pages.

4.3.2 Menu Item Variety/Quality/Pricing

Provide representative menus for both breakfast and lunch to include all food items that will be offered. Include a list of all snack and beverage items that will be offered. Indicate at what times items will be served. Provide a full detailed menu for all catering items to be offered. For the menus described, include pricing for all items listed. In addition, please verify how long the prices shall be valid. As it is anticipated this contract be in effect for an initial period of three (3) years, please describe your formula for calculating regular price increases. Maximum page limit for responses to this section is four (4) pages.

4.3.3 Proposed Hours of Operation and Staffing Approach

Provide proposed hours of operation. Please indicate all times that the vendor will be required to close and the reasons for the closure. Describe in detail the staffing plan of the café/deli and coffee shop. Such description should include the number of employees who will be present at all times, the total number of staff members. Maximum page limit for responses to this section is three (3) pages.

4.3.4 Quality of Proposal

The consultant shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in the category.

5. Scoring Overview

| RFP Section | Factor | Points |
|--------------------|---|------------------|
| | <u>Mandatory Requirements – Pass/Fail</u> | |
| 4.2.1 | Required Information Form | Pass/Fail |
| 4.2.2 | Cost Proposal | Pass/Fail |
| | <u>Evaluation Criteria</u> | |
| 4.3.1 | Qualifications/Finances/Past Experience/Resources Available | 50 |
| 4.3.2 | Menu Item Variety/Quality/Pricing | 30 |
| 4.3.3 | Proposed Hours of Operation and Staffing Approach | 20 |
| 4.3.4 | Quality of Proposal | 10 |
| | | |
| | Total Points | 110 |

Exhibit A
Scope of Work / Specifications for Food Vendor for City Hall Location
RFP 17-PW-003

GENERAL INFORMATION**Main Vendor Area**

Dimensions. The food vendor area comprises approximately 418 square feet of space with a length of 38 feet and a width of 11 feet. It is immediately adjacent to the front external wall of the building (to the West) and will include exterior storefront windows. A counter for service is located at the end of the area with access from the City Hall lobby area. Access to the space is provided by one external door.

Cooking. No cooking will be allowed in the space other than the use of commercial microwaves, refrigerators, heat lamps and/or other convenience appliances. Exhaust/grease hoods are not allowed in the area.

Plumbing. The vendor area has access to underslab sanitary sewer, and hot and cold water overhead and in the wall to the east.

Electrical. The space consists of 120/208 3 phase power on a 100 amp bus.

Flooring/Walls/Ceiling. The floor for the food vendor area is made of sealed concrete; walls are textured gypsum board and the ceiling will include lay-in acoustical panels. The space is equipped with fire suppression sprinklers.

Climate Controls. The space has dedicated heating and cooling units, thermostatically controlled from within the space, with plenum return air and ducted exhaust above.

SCOPE OF SERVICES

In general, the Contractor will provide a reasonable selection of full menu items for breakfast and lunch with several food choices. Such choices should include, but are not limited to, sandwiches, soups, salads, fruit cups, cereal, smoothies, hot breakfast items, hot lunch items, etc.

Contractor shall provide an array of beverage choices. Such choices should include, coffee, tea, a variety of sodas (to include diet options), chilled bottled beverages, an assortment of fruit juices and other beverages as are typically served in a café/deli context. *Note: No alcoholic beverages shall be served by the Contractor.*

Hours of operation are at the discretion of the Contractor, but must include the hours between 7:30 a.m. and 2:30 p.m. *Note: City Hall's normal hours of business are Monday-Friday, 8 a.m. through 5 p.m. City Hall is closed for most typical government holidays.* It is the Contractor's responsibility to ensure that adequate staffing is maintained during regularly scheduled hours.

On occasion, the Contractor will be asked to provide basic catering services for City business meetings. The City will allow enough time as is reasonably adequate for the Contractor to prepare such catering items. The City will work with the Contractor to compile and agree upon a reasonable catering menu.

Appendix A
REQUIRED INFORMATION FORM

RFP 17-PW-003
Food Vendor for City Hall Location

1. IDENTITY OF OFFEROR:

FIRM NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

ALTERNATE EMAIL CONTACT: _____

(City may attempt to contact Offeror via email please provide additional email contact information if available.)

TELEPHONE #: _____

FACSIMILE #: _____

NEW MEXICO TAX # (if any) _____

NEW MEXICO STATE CORPORATION COMMISSION # _____

CONTACT PERSON FOR PROPOSAL _____

2. DISCLOSURE OF ANY POTENTIAL CONFLICTS OF INTEREST

Please indicate any potential conflicts of interest including, but is not limited to:

- Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client.
- Performing work for a client or having an interest which conflicts with this contract.

(Please attach additional pages if necessary)

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 17-PW-003, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Food Vendor for City Hall Location

LEASE

THIS LEASE (the "Lease") is made and entered into by and between the City of Rio Rancho ("Lessor" or the "City"), and _____ ("Lessee").

1. LEASE OF PREMISES

Lessor, for and in consideration of the rent paid hereunder and the covenants and agreements herein to be kept and performed by Lessee, does hereby demise and lease to Lessee, and Lessee does hereby hire and take from Lessor the vendor space measuring approximately 418 square feet of space with a length of 38 feet and a width of 11 feet of Rio Rancho City Hall, 3200 Civic Center Circle, Rio Rancho, New Mexico (the "Premises"), or such other substitute premises of similar size and nature as Lessor shall designate, in Lessor's sole discretion during the term of this Lease (which substitute premises shall, in that event, be designated as the "Premises").

2. TERM AND USE

The term of this Lease shall commence on DATE, and shall terminate on DATE, unless extended or sooner terminated as hereinafter provided. Lessee warrants that it has physically inspected the Premises and accepts the Premises in their present condition, "as is." Lessee shall occupy and use the Premises solely for the purpose of providing the services as described in City RFP 17-AD-003, and the Lessee's response thereto, attached hereto as Exhibit B, and for no purpose other than such business purposes as may be necessary and incidental thereto. Lessee further agrees not to commit or suffer any act to be performed on the Premises which would violate any applicable law, statute, rule, regulation, or ordinance.

3. RENT

As monthly rent for the Premises, Lessee shall pay to Lessor, at its Department of Financial Services or such other place as Lessor may from time to time designate in writing, the sum of _____ (\$____), payable in advance on the first day of each month throughout the term of this Lease.

4. IMPROVEMENTS, ALTERATIONS, AND MAINTENANCE

Lessee may make alterations and improvements to the Premises only with Lessor's prior written consent, which consent Lessor shall not unreasonably withhold. Such alterations and improvements shall be made in a good and workmanlike manner and in compliance with all applicable laws and regulations. Lessee shall hold Lessor and the Premises harmless against all claims and demands of every kind and character that may result from or arise out of Lessee's making of such alterations and improvements.

5. TAXES AND UTILITIES

During the term of this Lease, and any extension thereof, Lessor shall pay all utilities for the Premises, except phone service, and all taxes and assessments, if any, accruing on the Premises.

6. INSURANCE AND INDEMNITY

Lessor shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty, to the same extent that Lessor insures the rest of City Hall. Lessee shall be solely liable for loss to the contents of the Premises and shall further maintain liability insurance protecting Lessor and third-parties from damage or injury arising from Lessee's operations and activities at the Premises.

Lessee shall, to the fullest extent permitted by law, indemnify Lessor and hold it harmless, for and against all damages, liabilities and costs, to the extent caused by Lessee's fault in the fulfillment of its responsibilities under this Lease. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, *et seq.*), or to waive any immunities, limitations or required procedures thereunder.

7. ASSIGNMENT AND SUBLETTING

Lessee may not assign or sublet the Premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of Lessor.

8. LESSOR WARRANTIES AND COVENANTS

Lessor represents that it has the right to lease the Premises, together with the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this Lease in respect thereof. Lessor agrees that, on payment of the rent and performance of the covenants and agreements thereunder by Lessee, Lessee shall peaceably have and enjoy the Premises and all rights and privileges thereof, its appurtenances and facilities.

9. DEFAULT

If Lessee shall neglect or fail to keep, observe, or perform any of the covenants and agreements contained herein, or if Lessee shall petition to be or be declared bankrupt or insolvent, or if Lessee shall vacate said premises or abandon the same during the term of the Lease, Lessor may immediately or at any time thereafter, without further notice or demand, enter into and upon the Premises and take possession of the same without such re-entering working a forfeiture of the rents to be paid and covenants to be performed by Lessee for the full term of this Lease, and Lessor may thereupon elect to lease the Premises or any part thereof on such terms and conditions and for such rent and for such time as it may elect, and after crediting the rent actually collected by Lessor from such re-letting toward the rent to be paid under this Lease, collect from Lessee any balance remaining due of such rent, after charging to Lessee such reasonable expenses as Lessor may expend in putting the Premises in tenantable condition and advertising the Premises for rent. Lessee shall not be deemed to be in default under this Lease until Lessor has given Lessee written notice specifying the nature of the default and Lessee does not cure such default within thirty (30) days after the receipt of said notice.

10. FIRE OR OTHER CASUALTY

If the Premises are damaged or destroyed by fire or other casualty, such that any substantial part of the Premises is rendered unfit for occupancy, Lessor shall undertake repairs occasioned thereby in accordance with the terms herein stated. If the repairs can be completed within ninety (90) days after the loss, Lessor shall repair the premises. If such repairs cannot be completed within ninety (90) days after such loss, Lessor shall repair the premises, unless within fifteen (15) days after said loss either Lessor or Lessee gives the other party written notice of intent to terminate this Lease, in which event the Lease shall be terminated as of the date of such loss. If the repair cannot be completed within one hundred twenty (120) days of such loss, this Lease shall automatically terminate as of the date of such loss. The number of days which is reasonably contemplated at the time of damage or destruction is the time required to settle the insurance claims, if any, together with the time required to repair in the ordinary course of business. Pending such repair, rent shall abate following such damage or destruction in proportion to the resulting interference with Lessee's use of the Premises. If the Premises are slightly injured by casualty, not as a result of any fault of Lessee, which does not render any substantial part of the Premises unfit for occupancy, then Lessor shall repair the same with reasonable promptness, and in that case Lessee's obligation for rent shall not be abated.

11. SURRENDER

On the last day of the term of this Lease, Lessee shall peacefully surrender the Premises in good condition and repair, reasonable wear and tear excepted. On or before the last day of the term of this Lease, Lessee shall at its expense remove all equipment and personal property from the Premises; any property not so removed shall be deemed abandoned. All alterations, additions, and fixtures, other than Lessee's equipment, which have been made or installed in the Premises shall remain Lessor's property. Lessee shall indemnify Lessor against any loss or liability resulting from any delay by Lessee in so surrendering the Premises. The provisions of this section shall survive the termination of this Lease.

12. OPTION TO RENEW

Lessee shall have an option to renew this Lease for up to four (4) additional one-year terms, provided Lessee has fulfilled all of its obligations under this Lease, upon the same terms and conditions as are provided herein, except that the monthly rent payable during any such renewal term shall increase by five percent (5%) over the rent payable during the preceding year's term. Lessee shall give Lessor written notice of its intent to renew at least sixty (60) days and not more than one hundred twenty (120) days prior to expiration of the then-current term.

13. HOLDING OVER

If Lessee remains in possession of the Premises at the end of the term without execution of a new written Lease, renewal or extension, Lessee shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions and obligations of this Lease, insofar as they are applicable to a month to month tenancy, including the applicable increase in monthly rent as if this Lease had been renewed at the end of the previous term.

14. NOTICES

Any notice required or permitted to be given hereunder shall be sufficient if delivered in person or mailed to the address shown below, or faxed to the number shown below, for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to Lessor:

City of Rio Rancho
Public Works Department
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Telephone: 505-891-5016
Fax: 505-891-5762

For notice to Lessee:**15. LESSOR'S RIGHT OF ENTRY**

Lessor or its agents may enter the Premises at any reasonable time, upon reasonable notice to Lessee, to inspect the Premises, to make repairs, or to verify compliance with the terms hereof. In the event of an emergency, such as fire, Lessor may enter the Premises as may be necessary to secure or protect the Premises, without notice to Lessee, but shall give Lessee notice of such entry as soon thereafter as may be practicable.

16. AUTHORITY

Each party represents and warrants that the person executing this Lease on such party's behalf is duly authorized to execute and deliver this Lease on behalf of said party, and that this Lease thereupon shall be a valid and binding obligation of said party in accordance with the terms hereof.

17. ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed lease (excluding Exhibits A & B) shall take precedence, followed by the provisions of Exhibit A, and then by the terms of Exhibit B.

18. MERGER; AMENDMENT

This Lease represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Lease. This Lease shall not be altered, modified, changed, or amended except by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease, effective as of the date above mentioned.

CITY OF RIO RANCHO

[Contractor]

Keith J. Riesberg, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Kenneth J. Tager, Acting City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

| |
|---|
| <p><u>PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:</u></p> <p>If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:</p> <p>RECYCLED CONTENT GOODS</p> <p>RESIDENT BUSINESS</p> <p>RESIDENT CONTRACTOR</p> <p>RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p> <p>RESIDENT VETERAN BUSINESS</p> |
|---|

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one):**

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 17-PW-003
Food Vendor for City Hall Location**

**Appendix D
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing and Contract Manager
 CITY OF RIO RANCHO
 DEPARTMENT OF FINANCIAL SERVICES
 3200 CIVIC CENTER CIRCLE
 RIO RANCHO, NM 87144
 Phone: (505) 891-5044
 Fax: (505) 891-5762
sybarra@rrnm.gov

RIO RANCHO CITY HALL FOOD VENDOR AREA (LARGE) CLOSE-UP

