

REQUEST FOR PROPOSALS FOR
RFP 21-PR-013
Beverage Vending Machines

As Requested by
THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

March 31, 2021

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1. **INTRODUCTION**

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

1.2. Overview. The City of Rio Rancho (the “City”) is seeking a contractor to provide citywide beverage services in an exclusive arrangement by which the contractor will have the sole right to sell their product at all City facilities in accordance with the provisions contained herein. In exchange for such rights, the City shall be entitled to free cases of bottled water from the Contractor as further described in the RFP document.

The City must be in compliance with the Horace De Vargas Act. The Horace De Vargas Act is an Act "providing for the establishment, maintenance and operations of a vending stand program for the Blind granting preference to the Blind and providing for co-operation with the United States Government." Notwithstanding anything to the contrary contained herein, the City shall adhere to all requirements provided by the Horace de Vargas Act.

All Offerors are encouraged to contact the New Mexico Commission for the Blind should they have any questions or concerns related to the financial and operational requirements if they are the awarded vendor by the Commission and the Act. Please contact Diana A. Martinez at (505) 841-8844 or by email at DianaA.Martinez@state.nm.us.

1.3. 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: Anthony Serna-Sanchez, Purchasing Specialist
3200 Civic Center Circle NE
Rio Rancho, NM 87144
(505) 896-8769
aserna-sanchez@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, February 28, 2021	
Return of Acknowledgement Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Sunday, March 21, 2021	5:00 PM
Response to Written Questions	City of Rio Rancho	Wednesday, March 24, 2021	5:00 PM
Submission of Proposals	Offerors	Wednesday, March 31, 2021	10:00 AM

*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 will not be held for this solicitation.

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 1.3). 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 mail (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: <http://www.rrnm.gov>. 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. Due to the current health concerns and the changing environment in respect to COVID-19 the City respectfully requests that all RFP submissions be mailed to:

**City of Rio Rancho
Clerk's Office
Attention: Anthony Serna-Sanchez, Purchasing Specialist
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: Beverage Vending Machines
RFP 21-PR-013**

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, <http://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 no 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 E, 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 3 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, the cost proposal, sample 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:

- 3.1.1.a** Section 1: Required Information Form, Table of Contents, Cost Proposal, Sample Contract and any additionally required documents not included in the page count.
- 3.1.1.b** Section 2: Response to Evaluation Criteria (maximum length of 10 pages)
- 3.1.1.c** Section 3: 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, size 12 font, 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 or USB jump drive containing the electronic files of the proposal and cost 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, and complete a Cost Proposal. 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:

4.2.1.a The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.

4.2.1.b 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.

4.2.1.c 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.

4.2.2 Sample Contract. Offerors must submit their sample contract with their proposal. A working format is preferred and may be submitted with the electronic submission.

4.2.3 Cost Proposal. Offerors shall submit a detailed Cost Proposal detailing all applicable charges for offered products.

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 Project Understanding/Work Plan

Provide information about the Offeror's understanding of the services to be provided. Include a well-defined work plan and detailed approach to the delivery of services detailed in the Scope of Work. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, delivery schedule of machines, and approach related specifically to this RFP. Maximum page limit for responses to this section is five (5) pages.

4.3.2 Experience of Offeror and Organizational Structure

Provide detailed experience, qualifications and organizational structure of the Offeror. Points will be award based on the ability of the Offeror to express their knowledge and experience to provide the services being requested. Maximum page limit for responses to this section is five (5) pages.

4.3.3 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, quality of product, 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.

4.3.4 Cost Proposal.

Provide relevant and concise information regarding the product variety, quality and pricing to be provided by Offeror. Offerors shall provide information regarding maximum pricing for the term of the agreement if applicable. Points will be awarded based on the reasonableness and competitiveness of pricing.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Sample Contract	Pass/Fail
4.2.3	Cost Proposal	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Project Understanding/Work Plan	35
4.3.2	Experience of Offeror and Organizational Structure	20
4.3.3	Quality of Proposal	10
4.3.4	Cost Proposal	35
	Total Points	100

Exhibit A
Scope of Work / Specifications for
RFP 21-PR-013
Beverage Vending Machines

GENERAL INFORMATION

Products

- a) The products shall be the line of all non-alcoholic Beverage Products sold by the Contractor. The City desires the options of a wide variety of beverage products to be provided by the Contractor for sale, including water, juices, tea, soda, isotonic, etc. (excluding milk, hot coffee, hot tea, hot chocolate, and 4 or 6 ounce breakfast juice). The City shall be allowed to sell those products that are not currently sold by Contractor after Contractor is given ninety (90) days' notice by City of its desire to sell said products.
- b) The final product line to be sold will be at the mutual decision of the City and the Contractor.
- c) The City shall not be required to provide personnel for selling beverages. However, if the City desires to sell over-the-counter beverages at events with its personnel, the Contractor shall be required to provide Beverage Products at a cost not greater than the costs contractually stipulated for sale at related events.
- d) The City anticipates a certain volume of free bottled water products during each year of this agreement.

Exclusivity

The City will provide the selected Contractor the exclusive right to supply all non-alcoholic beverages excluding milk, hot coffee, hot tea, hot chocolate, and 4 or 6 ounce breakfast juice (the "Beverage Products"), including concession stands, but subject to any applicable laws, regulations or policies with respect to the City. Except as noted above, during the term of the contract, the Contractor shall fully supply all products in a timely manner to keep all machines, concessions, and food service operations fully supplied with respect to all cans, bottles, syrups, carbonation, and all other necessary supplies to allow the City and the Contractor to maximize sales.

The successful Contractor may receive exclusive beverage product advertising opportunities in all City owned facilities, the operations of the Rio Rancho Events Center shall be exempt from the terms of this contract.

The City shall use its best efforts to ensure that the benefits described above are exclusive to the Contractor. However, the exclusive rights shall apply only with respect to City owned and controlled facilities with respect to which the City retains control of space utilization decisions. The exclusive rights shall be subject to any existing conflicting contract rights.

Equipment

The Contractor will be required to furnish, as soon as possible based on its submitted plan, but not less than within three months from the date of Contract award, vendor-owned and manufactured vending beverage machines and all other equipment at all agreed upon locations. Currently, there are six (6) locations and seven (7) machines on City premises. The vending machines shall be modern and of the latest machine technology, have bill change capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to the City.

City Facility	Address	Number Of Units Needed
City Hall	3200 Civic Center Circle NE	1
Aquatic Center	745 Loma Colorado Boulevard	1
Loma Colorado Library	755 Loma Colorado Boulevard	1
Meadowlark Senior Center	4330 Meadowlark Lane SE	1
Motor Vehicle Division	4114 Sabana Grande Boulevard	1
DPS/Courts Main Building	500 Quantum Road NE	2

In an effort to conserve energy, machines that feature illumination, should make every effort to have such illumination turned off at times when not available for use if practicable. In addition, Contractor shall endeavor to ensure all machines are using the minimal amount of power as required for successful operation thereof.

Vending machines shall be quiet and not disruptive to the on-going activities on City property.

The installation and expense of installation of vending machines shall be the Contractor's responsibility. The City shall cooperate with, and support, reasonable requests from the Contractor in this regard.

The City may reject machine signage or logo if deemed objectionable or a distraction to the activities in any City facility or on City property.

Vending Equipment Maintenance

The Contractor shall be responsible for the maintenance and repair of vending equipment and any other equipment it provides for use on City property which is owned by the Contractor during the term of this contract. The City will exercise prudent care in the handling and operation of any such equipment. The Contractor must ensure that each machine is not out of service for more than 48 hours from the time of notification by any City employee of a malfunction. The Contractor shall replace machines which are chronically out of service or malfunctioning within 14 calendar days.

Electricity

The City shall furnish, at no cost to the Contractor, the necessary electricity for the operation of the machines. A projection of the maximum annual electrical cost and maximum aggregate annual electrical consumption per machine shall be included in the proposal. Please describe how your proposed operation can aid in cost/energy savings (i.e. timers, etc.).

Storage Space

The City shall not be required to furnish any storage space for beverage products owned by the Contractor. The City may provide temporary storage of concession equipment after athletic or other events without charge.

Annual Rights Fee and Commission Payment/Procedure

The sum as negotiated with the NM Commission for the Blind per Section 1.3.4.a of the Horace de Vargas Act will need to be reported to the City Financial Services Department on a semiannual basis of every contract year.

The Contractor acknowledges that the Contractor is responsible for and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the City's calendars, temporary or permanent building closures, changes to building facility construction plans, changes to the athletic or extracurricular program or schedule, machine failure (refunds), other acts beyond the City's control, and actions within the City's control that are necessary for sound business reasons (e.g. relocation of vending machines) and that are considered typical for City operations. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors shall constitute a basis for reducing or renegotiating any annual commission guarantees, or any other payments.

All machines shall have automatic sales counters which can be used for sales verification by the City.

Accounting Requirements

All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours by the City or its designated auditor.

The Contractor shall provide prompt refunds for machine malfunctions by which money is accepted, but no product is dispensed. City and Contractor shall develop mutually agreed upon procedures for such process.

The City must approve the Contractor's semiannual report format for the purpose of tabulating and monitoring sales receipts. Such reports shall be submitted to the City semiannually and shall include detailed sales reports by product and machine location. The Contractor shall maintain complete and accurate records of vending transactions for each machine

in accordance with the accepted industry standards, and will keep such financial records for the term of the contract.

Licenses and Taxes

All state, county, and city license fees shall be paid by the Contractor.

The Contractor shall promptly pay all sales and excise taxes resulting from sales through the Contractor's vending machines. The City shall be promptly reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.

The Contractor shall comply with all federal, state, and City regulations governing the preparation, handling and serving of beverages, and shall procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.

Service Personnel and Service Vehicles

The Contractor's personnel shall, at all times, be dressed in service uniforms and shall observe the City's regulations in effect. The Contractor shall be responsible for furnishing its service personnel the proper company uniforms and picture ID. Contractor's delivery vehicles must adhere to the City's advertising policies and must not include advertisement of alcoholic beverages.

Location of Vending Machines within City Facilities

The City shall not be required to relocate any electrical outlets in order to provide electrical power to vending machines at desired locations. No extension cords will be allowed. The Contractor may make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured or facilities. However, final decisions regarding the location of electrical outlets and vending machines shall be solely determined by the City. Once approved all expenses associated with any new electrical needs are to be paid by Contractor.

**Appendix A
REQUIRED INFORMATION FORM**

**RFP 21-PR-013
Beverage Vending Machines**

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 21-PR-013 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
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.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

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:

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

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

RESIDENT VETERAN BUSINESS

- 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M. 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 21-PR-013
Beverage Vending Machines**

**Appendix C
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:

Anthony Serna-Sanchez, Purchasing Specialist
 CITY OF RIO RANCHO
 DEPARTMENT OF FINANCIAL SERVICES
 3200 CIVIC CENTER CIRCLE
 RIO RANCHO, NM 87144
 Telephone: (505) 896-8769
 Fax: (505) 891-5762
aserna-sanchez@rrnm.gov