

**CITY OF GALLUP**  
Purchasing Division  
P.O. Box 1270  
Gallup, NM 87305-1270  
Office: (505) 863-1232; Fax (505) 722-5133  
*gallupnm.gov/purchasing*

**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:**  
**Vending Machine Snack and Beverage Services for**  
**City of Gallup Facilities**

**RFP NO. 2015/2016/06/P**



**CITY OF**  
**GALLUP**

**RFP DEADLINE ACCEPTANCE:**  
**Wednesday, December 16, 2015**  
**TIME: 2:00 P.M. (LOCAL)**

**PREPARED BY: Frances Rodriguez,**  
**Purchasing Director**

# ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO  
RFP NO. 2015/2016/06/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

## **Vending Machine Snack and Beverage Service for the City of Gallup Facilities**

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301. Copies of the RFP documents may also be accessed at [www.gallupnm.gov/bids](http://www.gallupnm.gov/bids).

Sealed proposals for such will be received at the Office of the Purchasing Department until 2:00 P.M. (LOCAL TIME) on **Wednesday, December 16, 2015** where proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked **RFP Number 2015/2016/06/P**. NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS; proposals submitted after the specified date and time will not be considered and will be returned unopened.

For information on this RFP, contact Frances Rodriguez, Purchasing Director at 505-863-1334; Email: [fr Rodriguez@gallupnm.gov](mailto:fr Rodriguez@gallupnm.gov)

Dated the 9th day of November, 2015

By: /S/ Jackie McKinney, Mayor

*CLASSIFIED LEGAL COLUMN:  
Gallup Independent Publishing Date: Saturday, November 14, 2015*

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**GENERAL CONDITIONS**  
**RFP No. 2015/2016/06/P**

The City of Gallup is inviting proposals to: Provide Vending Machine Snack and Beverage Services

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **Wednesday, December 16, 2015 at 2:00 p.m. local time** . Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building  
Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

**Mailing:** Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

**MODIFICATIONS OR WITHDRAWAL:** Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

**COPIES:** Please return **four (4)** copies of each proposal; an original and three copies.

**PROPOSAL OPENING:** The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

**UNIT PRICES:** Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

**NON-DISCRIMINATION:** The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

**SAFETY:** The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, Offerors are cautioned that any oral or written representations made by this or any person that

**appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.**

**AUTHORIZED DEALER:** All offerors shall be a firm regularly engaged in the business of providing the type of goods or services described in the bid documents, and have a minimum of five (5) years previous experience in providing the goods or services required on this RFP.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the city unless the specifications state that no substitutions or equivalents are allowed. If the bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

**CONFIDENTIALITY:** This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

**NEGOTIATIONS:** Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable  
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking

into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

**TAXES:** The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

**APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

**CONTACTS:** If clarification is needed on the General Conditions of this proposal submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270; 110 W. Aztec; Gallup, NM 87305; (505) 863-1232; (505) 722-5133 (fax); or [frdriguez@gallupnm.gov](mailto:frdriguez@gallupnm.gov) (email). Questions submitted after **December 4, 2015** may not be addressed.

**MANDATORY REQUIREMENTS:** The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms "must", "shall", "will", "is required", or "are required".**

**TECHNICAL IRREGULARITIES:** The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

**CONTRACT TERMS AND CONDITIONS:** The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth the draft agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

**OFFEROR'S TERMS AND CONDITIONS:** Offeror's must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

**INCURRING COST:** Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

**ACCEPTANCE:** Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

**PREFERENCES:** A five percent preference of the total weight of all factors used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business, or to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business, and in either case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's Preference will be factored into the Request for Proposal scores where applicable. However, no offeror will receive BOTH preferences.

For information on State of New Mexico Resident Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov), select "Businesses" and then select "In-State Preference Certification under "Popular Information".

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing and stating the grounds for the protest within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

**AWARD:** The award shall be made to the responsible and responsive Offeror or Offerors

whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

## SUPPLEMENTAL TERMS AND CONDITIONS

RFP NO. 2015/2016/06/P

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or email are not acceptable as noted in the General Conditions.

**DEBARRED OR SUSPENDED CONTRACTORS:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

**ACKNOWLEDGE RECEIPT OF AMENDMENTS:** Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

**PROHIBITED CONTACT:** Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than **Friday, December 4, 2015**. Inquiries received after the deadline may not be considered.

**DUE DATE, TIME & PLACE:** Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):  
City of Gallup Municipal Building  
ATTN: Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

If Hand Delivered (FedEx; UPS, etc):  
City of Gallup Municipal Building  
ATTN: Purchasing Department  
110 West Aztec  
Gallup, NM 87301

**TECHNICAL CONTACT:** Send all inquiries regarding the technical aspects of the RFP to: Frances Rodriguez, Purchasing Director; Phone (505)-863-1334; Fax (505)-722-5133; (Email) [fr Rodriguez@gallupnm.gov](mailto:fr Rodriguez@gallupnm.gov)

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number; b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

**ACCESS TO FACILITIES:** Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence.

**ACKNOWLEDGEMENT OF RECEIPT:** Return Acknowledgement of Receipt form no later than **December 4, 2015**. Only potential offerors who return this form will receive copies of amendments and correspondence.

**ACKNOWLEDGMENT OF RECEIPT FORM**  
**RFP No. 2015/2016/06/P**

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of **twenty-nine (29)** pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on **December 16, 2015**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.

The above name and address will be used for all correspondence related to the Request for Proposal.

FIRM DOES DOES NOT (Circle one) intend to respond to this Request for Proposal.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Return this form to: City of Gallup Purchasing Department:

Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1334  
(505) 722-5133 Fax  
[fr Rodriguez@gallupnm.gov](mailto:fr Rodriguez@gallupnm.gov)

**Please return this form by DECEMBER 4, 2015**

**CITY OF GALLUP**  
**RFP NO. 2015/2016/06/P**

**SECTION I: SCOPE OF WORK**

**A. DESCRIPTION**

The City of Gallup is requesting proposals for exclusive rights to provide beverage and snack vending machine services to the City of Gallup. The Contractor shall have the exclusive right during the term of this agreement to sell snack foods, candy products, chips, pastries and soft drinks through vending machines in numbers and types listed, or as is necessary to meet the demands of the City's employees and to members of the public using City facilities. The vending machines furnished pursuant to this agreement, and any replacements thereof, shall remain the property of Contractor with no sale or lease intended. Contractor shall, at its sole cost and expense, service all equipment with merchandise and maintain said equipment in clean, sanitary, and in good mechanical condition. The City shall provide and maintain, at its expense, suitable space, electricity, water, and utilities required for efficient performance of vending machines. The City shall not be responsible for loss of or damage to Contractor's vending machines, equipment, or their contents, except where such loss or damage is caused by the negligence or willful misconduct of the City or agents or employees of the City.

**B. PROPOSAL TERMS**

1. All equipment will be in first class operational condition.
2. Upon award Vendor shall provide a list indicating the type, model, and year of manufacture for each machine proposed for this contract. Machines will be new, current production models or updated, refurbished models. All machines will contain dollar bill reader/changers.
3. The City of Gallup reserves the right to determine equipment selections installed at each location and is not guaranteeing that all locations will be maintained for the term of the contract.
4. Vendor shall provide a complete list of proposed products to be sold. This list will include brand name, portion size, and proposed selling price **as stated on the Proposal Form**. Product furnished shall be within the shelf life of the product, and stale dated product shall be replaced at no charge. The current product categories and prices are included on the Proposal Form. Product that is placed in machines and is beyond stale date, shall be refunded. Continuous practice of such, shall be means of contract termination.
5. It is the intent of the City to award this proposal to a full service vendor with a minimum of five (5) years experience in providing the requested services, and who can provide BOTH a variety of soft drinks/beverages and snack foods, candy products etc. If no responsive proposals are received for a full service vendor the City reserves the right to award this contract in whatever manner it determines to be in its best interests.

## **SECTION II: CONTRACT TERMS**

### **C. TERMS OF AGREEMENT**

This agreement shall remain in full force and effect from the Date of Award through June 30, 2016. The City shall have the option to renew this agreement for one (1) each additional two (2) year period, through June 30, 2018.

### **D. COMMISSIONS**

Contractor **AGREES TO PAY** a percentage commission on gross sales of each machine. Gross sales are defined as money removed from vending machines.

### **E. AUDITS**

Contractor shall keep and maintain records of all money received through the vending machines by type of machines, keeping such records for a minimum of two (2) years. The City of Gallup shall have the right, upon reasonable notice, to inspect and audit the accounts and methods of control established by the Contractor and to make such other inspections or audits as may be considered reasonable necessary to ensure full compliance with the provisions of this bid. The City of Gallup's right to inspect and audit Contractor's books is limited to those books and records relating directly to the City of Gallup.

### **F. SANITATION**

Contractor shall be responsible for keeping all vending machines clean, orderly, attractive, and in sanitary condition and in compliance with all applicable state, federal, and local health and sanitation requirements.

### **G. SERVICE**

Contractor agrees to adequately stock machines on a timely basis and to assure that all merchandise in the machine is fresh. Restocking with stale, dated, merchandise is not acceptable.

### **H. REFUNDS**

Contractor shall refund to the City of Gallup money lost by customers through equipment malfunctions including, but not limited to, non-delivery of merchandise, spoiled products, dated product, or incorrect change. The means by which the reimbursements are to be made shall be mutually agreed upon between Contractor and the City of Gallup.

### **I. SUCCESSORS AND ASSIGNS**

This bid shall insure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, provide, however, that the City of Gallup shall not make an assignment without written consent of contractor.

## J. SELLING PRICES

All snack items, chips, pastries, candies, and drinks sold through vending machines shall be sold at the prices submitted with the Proposal Form by the Contractor. All requests for price increase by Contractor will be substantiated by documentation and copies of invoices showing the cost of product, the last time selling price was increased, the current cost of product, the proposed selling price, and the estimated effect on sales that the new selling price will have. Any change in selling price, if acceptable to the City, shall be approved in writing by the Purchasing Director, **prior to increasing selling prices.**

## K. SITE INSPECTION

Vendors are expected to visit the City of Gallup locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

## L. INSTALLATION

Contractor will be required to coordinate the installation of equipment with the removal of equipment by the contractor in order to assure a minimum period of time without service and that all equipment is in place.

## M. CURRENT USAGE

The following table shows the numbers and types of machines currently in use in the City of Gallup facilities. Contractor shall provide, at a minimum, the same number of machines listed.

### ***EXISTING MACHINES***

<b>Location</b>	<b>Point of Contact</b>	<b>Drink Machines</b>	<b>Snack Machines</b>	<b>Combination Machines</b>
Municipal Building (City Hall) 110 W. Aztec	Karla Chavez (505) 863-1235	1	1	
Public Safety Building 451 State Rd. 564	Kristie Johnson (505) 863-9365	0	0	

Gallup Fire Department Station #1 (South Side) 1800 S. 2 <sup>nd</sup>	Marianne Guillen (505) 722-4195	1	1	
Gallup Fire Department Station #2 (North Side) 911 W. Lincoln	Marianne Guillen (505) 722-4195	1		
Gallup Fire Department Station #6 (East Side) Aztec & Williams	Marianne Guillen (505) 722-4195	1		
Gallup Fire Department Station #4 707 South Rico St	Marianne Guillen (505) 722-4195	1		
Gallup Fire Department Airport W. 66 Avenue	Marianne Guillen (505) 722-4195	1		
Water Department 1910 Warehouse Ln.	Joe Urycki (505) 863-1209	1		
Vehicle Shop 1940 Warehouse Ln.	James Saucedo (505) 863-1236	1		
Municipal Court 451 State Rd 564	Monica Martinez (505) 722-4469	1	2	

Aquatic Center 620 S. Boardman Ave.	Michelle Burrola (505) 726-5460	1	1	
Harold Runnels Pool 720 East Wilson Ave.	Denise Parra (505) 726-5490	1		
Larry Brian Mitchell Recreation Center 700 JM Montoya Blvd.	Denise Parra (505) 726-5490	1	1	
Octavia Fellin Library 115 West Hill	Betty Martin (505) 863-1291	1	1	
Electric Department 1898 Warehouse Lane	Maria Otero (505) 726-6061		1	

**N.** Offeror submitting a responsive proposal may be given an opportunity to discuss their offer prior to award for the purpose of obtaining the Contractor(s) best and final offer.

1. Any substantial revision will be accepted in writing from the offer or prior to final recommendation of award.
2. The process of discussion may extend up to the time of award and may require public presentation by the offeror(s).
3. Offeror may request within their response non-disclosure of confidential data.
4. Designated confidential data will accompany the proposal and will be readily separated from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

**O. DEFAULT PROVISION:**

Any failure by the successful contractor(s) to make payment or deliveries as determined by contract and in accordance with the terms and conditions described herein shall be considered by the City of Gallup to be in default.

The contractor(s) will have seven (7) days to remedy a default situation. Grounds for failure to remedy default situation(s) will result in the termination of said agreement for vending and beverage services for the City of Gallup.

### **SECTION III: RESPONSE FORMAT AND ORGANIZATION**

#### ***NUMBER OF RESPONSES/COPIES***

Only one proposal may be submitted by each Offeror for this proposal. Offerors shall provide **one (1) original** and **three (3) identical copies** of their proposal.

#### ***PROPOSAL FORMAT***

***The proposal must be labeled in sequential order (corresponding to evaluation criteria listed in Section IV below) to facilitate evaluation.***

1. Proposal Organization – A separately tabbed Appendix should be included at the end of offeror's proposal that contains the following: a) Letter of Transmittal; b) Campaign Disclosure Form; c) Acknowledgement of Receipt of Amendment forms (if any); d) Current insurance certificates should be included; e) Address specific concerns with the Services Draft Agreement, if any.
2. Letter of Transmittal –Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
  - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
  - b. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
3. Campaign Contribution Disclosure Form –A blank form is included at the end of this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
4. Copy of current insurance certificate indicating Workmen Compensation coverage if required by Statute
5. Cost Proposal

6. No other materials are to be submitted, unless specifically requested in proposal.

## SECTION IV: PROPOSAL EVALUATION AND CRITERIA

### **Evaluation:**

**Shortlisting** - A maximum total of **100 points** are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are listed below.

**Scoring** - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if:

A majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

### **Evaluation Criteria: Please Address all areas of the Evaluation Criteria**

***The proposal must be labeled in sequential order (corresponding to the numbered paragraphs below) to facilitate evaluation.***

1. **Company Background and Experience:** **(25 Points)**
  - a. Provide a history of your firm's or joint venture's experience, background, capacity, and describe your experience in providing similar services and number of years in business
  - b. Qualifications and experience of assigned staff members

**2. Capacity and Capability: (20 Points)**

- a. Ability to service the City's account
- b. Response time to request for services and availability of trained technicians.

**3. Product Selection and Related Pricing: (25 Points)**

- a. Submit a brief description of your product offerings including beverages, candy, snacks, chips, pastries etc.

**4. Revenue Guarantee/Pricing: (25 Points)**

**5. Quality and Completeness of Response: (5 Points)**

**TOTAL = 100 POINTS**

**Offerors are encouraged to fully address each category and sub-category completely, as points are assigned for responses to each.**

**The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.**

**COST PROPOSAL**  
**RFP NO. 2015/2016/06/P**

Vendor shall provide list of type and vending price for snack items, chips, pastries, candies, and drinks on the form below.

PRODUCT CATEGORY	VENDING PRICE	COMMISSION TO THE CITY OF GALLUP
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

**PRICE PROPOSAL (CONT'D)**

<b>PRODUCT CATEGORY</b>	<b>VENDING PRICE</b>	<b>COMMISSION TO THE CITY OF GALLUP</b>
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

Attach additional pages if required

CITY OF GALLUP  
RFP No. 2015/2016/06/P

**LETTER OF TRANSMITTAL**

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME PRINTED OR TYPED

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**(RETURN THIS FORM WITH YOUR PROPOSAL)**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

**--OR--**

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title (Position)**

**RETURN THIS FORM WITH YOUR PROPOSAL**

**CITY OF GALLUP  
RFP NO. 2015/2016/06/P**

**RESPONSE FORM**

A. Does your offer comply with all of the terms and conditions? If no, indicate exceptions.

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B. Does your offer meet or exceed all specifications? If no, indicate exceptions.

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## DRAFT AGREEMENT

1. **SCOPE OF WORK:**

Contractor warrants they are properly licensed and possess all certifications required to: Furnish Beverage and Snack Vending Services in accordance with the terms of the RFP. All products furnished shall be fresh and within their shelf life.

2. **PAYMENT:**

Payment and pricing for services shall be as outlined in \_\_\_\_\_  
Invoices for services shall be presented to the administrator of the using department for his approval and verification.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from \_\_\_\_\_, 2015 to June 30, 2016, unless terminated, renewed or amended by either party. Contract may be renewed thereafter for one additional two (2) year term through June 30, 2018.

4. **TERMINATION:**

Termination for Cause. If, through any cause the Contractor fails to fulfill in a timely and proper manner the Contractor's obligations under this agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order Contractor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the Contractor fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Gallup. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City.

9. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. **APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **CONFIDENTIALITY:**

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. **CONFLICT OF INTEREST:**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. **AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the city of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. **EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation. Certificate evidencing the above shall be furnished to the City of Gallup.

19. **APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New Mexico.

20. **WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it

would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup:	City of Gallup Purchasing Dept. Attn: Frances Rodriguez P.O. Box 1270 Gallup, NM 87305
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Provider:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City below.

**CONTRACTOR:**

\_\_\_\_\_  
COMPANY NAME

By: \_\_\_\_\_  
(NAME & TITLE)

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

**CITY OF GALLUP, NEW MEXICO**

By: \_\_\_\_\_  
Frances Rodriguez, Purchasing Director

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

Attest:

\_\_\_\_\_  
Alfred Abeita, City Clerk

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