

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL # 19-002-8  
BEVERAGE AND SNACK VENDING SERVICES  
NIGP Code 96115**

<p><b>This Request for Proposals is for a company to manage the beverage vending machine operations and snack vending machine operations for New Mexico Highlands University. This Request for Proposal requests offers to be submitted for: 1.) Beverage Vending Operations <u>OR</u> 2.) Snack Vending Operations <u>OR</u> 3.) Both Beverage Vending Operations AND Snack Vending Operations.</b></p>			
<p><b>Date Request for Proposal Issued: Saturday, March 16, 2019</b></p>		<p><b>Date Proposals Are Due: Prior to 3:00 pm local time on Friday, April 5<sup>th</sup>, 2019</b></p>	
<p><b>NMHU Point-of-Contact: Adam Bustos, CPO Director of Purchasing</b></p>	<p><b>Phone Number:</b> (505) 454-3053</p>	<p><b>Fax Number:</b> (505) 454-3109</p>	<p><b>Email:</b> adambustos@nmhu.edu</p>

**INTRODUCTION**

New Mexico Highlands University (hereinafter called “NMHU”) is seeking offers (hereinafter called “Proposal”) from interested individuals or companies (hereinafter called “Proposer”) to provide beverage vending services and snack vending services (hereinafter called “Services”) throughout the NMHU main campus, located in Las Vegas, New Mexico. The start of the Services is to be negotiable and is to be mutually agreed upon by the successful Proposer and NMHU.

This document, its attachments, exhibits, and subsequent addendums will constitute the entire Request for Proposal number 19-002-8 (hereinafter called “RFP”).

NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein, not simply the best financial arrangement. NMHU reserves the right to award a contract to multiple Proposers and to cancel this RFP in whole or in part if it is in its best interests.

If NMHU and the successful Proposer (hereinafter called “Contractor”) agree to mutual terms both parties will enter into a Contract. A draft of the Contract is included as Attachment 8.

For instructions and clarification of terms refer to **Section VI Instructions to Proposers.**

**ACCEPTANCE OF TERMS AND CONDITIONS FORM**

**During the period of the bidding, your points of contact (hereinafter called “POC”) will be limited to Adam Bustos, Director of the Purchasing Department. Mr. Bustos has been designated as the contact person for this RFP. No Proposer may contact any NMHU employee, officer or member of the Board of Regents other than Mr. Bustos regarding this RFP through the date of the Contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Proposer’s offer may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC. Every effort will be made to respond to your questions within a timely manner. The question and response will be shared with all Proposers, with personal information removed to ensure anonymity.**

**Proposals submitted in response to this RFP shall represent a firm offer to contract on all the terms and conditions described in this RFP. Each representation of fact and promise of future performance therein will be incorporated into the Contract as a warranty or covenant. By signing below Proposer agrees to be bound by all terms and conditions of this RFP, its Attachments, Addendums, and Proposer’s Proposal.**

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Company Name (if applicable)

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Authorized Representative Name Title

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Signature Date

**Provide point of contact of Proposer:**

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Name Title

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Mailing Address

---

Telephone Number Fax Number

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Email Address

**(Sign and return this page with your Proposal)**

# I GENERAL INFORMATION

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## PROPOSAL SCHEDULE

### ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	March 16, 2019
Last Day to Submit Requests for Clarification	March 26, 2019 at 5:00 pm
Proposal Submittal Deadline	April 5, 2019 prior to 3:00 pm
Evaluations of Proposals by Committee Members	April 2019
Negotiations	Immediately following the evaluation of Proposals
Award of Contract	Immediately following successful negotiations
Lessee to Begin Operations	A mutually agreed upon date.

## **II SCOPE OF SERVICES**

### **2.1 BACKGROUND**

NMHU is a state-funded institution of higher education primarily serving the northeastern New Mexico population. NMHU is in its 126<sup>th</sup> year, with its main campus located in Las Vegas, New Mexico. It currently serves other communities within the state via distance education technologies.

### **2.2 SCOPE OF SERVICES**

NMHU is seeking Proposals from qualified offerors for its Beverage Mechanized Vending Program and Snack Mechanized Vending Program (hereinafter called “Program”) for its main campus.

Make sure to specify at the beginning of your narrative or in a cover letter which Program(s) your Proposal will be for:

**1.) Beverage Vending Only**

**OR**

**2.) Snack Vending Only**

**OR**

**3.) Both Beverage Vending AND Snack Vending.**

Proposer shall be required to provide a complete Program operation including supervision, labor, supplies, equipment, required to provide such vending machine Services on the NMHU campus. Services shall include, but shall not be limited to, purchase of mechanized equipment, product, supplies, storage, handling, stocking of machines, repair and maintenance of equipment, collecting revenue, reporting sales, and handling all customer service issues, including refunds and out-of-orders.

The Program will apply its collective resources to increase and improve the sale and availability of products at NMHU facilities. The NMHU has established criteria, which include, among other things the requirement to provide students, faculty, staff and guests with a comprehensive line of national brand products, which respond to consumer demand and brand preferences. The Program will pursue innovative and effective distribution, merchandising and marketing opportunities.

Each respondent is required to provide a Program to support his Proposal. As discussed in greater detail in the following pages, the Program should describe assumptions and expectations to achieve its financial operational objectives.

Proposer shall be responsible for thoroughly inspecting the sites and work to be done prior to submitting a Proposal. Failure of the Proposer to be fully informed regarding the requirements of this request will not constitute grounds for any claim, demand for adjustment or the withdrawal of a Proposal after the opening.

### **2.3 EXEMPTIONS FROM CONTRACT**

NMHU has contracts with food service providers, a convenience store operator, a bookstore operator and will soon be leasing its golf course restaurant to an external individual or company.

The following entities on the NMHU campus will be exempt from this RFP and the resultant Contract and may choose their own beverage and snack providers:

- A. Roadrunner Bar and Grill (Golf Course restaurant).
- B. Ilfeld Auditorium concessions.
- C. Einstein Bro's Bagels
- D. Wild Wayne's Convenience Store

None of the companies listed in this section manage beverage or snack machines on the NMHU campus. However, NMHU reserves the right to include them during contract negotiations now and in the future.

### **2.4 STATISTICS**

- A. Exhibit A includes a listing of NMHU buildings and locations of existing vending machines.
- B. Campus population
  - 1. Student population on the main campus is approximately 1,900;
  - 2. Staff and faculty population of approximately 450;
  - 3. The main campus is open to the public;
- C. Buildings
  - 1. There approximately 48 buildings on the main campus.
  - 2. Seven of the buildings are for student housing. Five of the buildings are primarily for traditional students with a capacity of 699 students. The other two buildings primarily house non-traditional students, most of which have other family members living with them. Each of the buildings consists of 32 apartments; and
  - 3. Exhibit B is a map of the NMHU campus.

### **III REQUIREMENTS AND MANDATORY INFORMATION**

#### **3.1 GENERAL INFORMATION**

The NMHU will administer this contract through NMHU's Business Office and will designate a Contract Administrator.

#### **3.2 PROPOSED PROGRAM PLAN FOR MECHANIZED VENDING SERVICES AND IMPLEMENTATION**

- A. Provide concise narrative specifically describing the complete and total vending Services offered addressing each item identified in the RFP, including but not limited to Exhibit B.
- B. Proposer shall provide a list of products to be vended within each product classification, and shall include description, size, weight or quantity measurements of each product, and the vended price of each. Product categories other than those specified will be allowed in the event specifics are provided.
- C. The Program must address the process to determine:
  - 1. What product to vend;
  - 2. Site location(s);
  - 3. What type of machine(s) to use;
  - 4. Where new machine(s) are required;
  - 5. Cycle or plan to replenish machines for state-of-the-art equipment;
  - 6. The removal of equipment for current and future sites;
  - 7. What the mechanic/technical response and repair time to be;
  - 8. Stocking (frequency) and collecting change (frequency and accuracy); and
  - 9. Transition plan detailing the basis and timetable which the Proposer would utilize in taking over existing product, equipment, change and cashbox.
- D. Commencement of Services is an important factor. Please state your earliest transition date. NMHU is desirous of experiencing little to no interruption of its Services.

#### **3.3 TRANSITION PLAN**

All cash remaining in current machines must be reconciled and accounted for as it is the property of NMHU. Proposals should include a schedule for setting up Service. The schedule should include a proposed timeframe for the installation of equipment in order that the impact on NMHU operations is minimized and the Service is fully operational as soon as possible.

#### **3.4 VENDING EQUIPMENT**

- A. The NMHU is interested in having the Proposer utilize state-of-the-art vending equipment on its campus throughout the term of the Agreement. Therefore, the Proposer must commit to supply, install, service, and maintain state-of-the-art vending equipment. Proposer should outline a program which provides for equipment renewal.
- B. The vendor will maintain a continual program of equipment replacement/renewal especially in high volume locations, in order to retain the highest level of service and sales.

- C. As machines are replaced or removed from NMHU premises, an Audit Verification Form for starting and/or ending reading must be completed and signed by Contract Administrator.
- D. As the successful Proposer identifies poor revenue generating locations, the Proposer may submit them to the Contract Administrator for review. Proposer may be required to maintain machines in low revenue generating locations in order to provide Services to isolated areas of the NMHU.
- E. For each existing location, and any identified new location(s), Proposer is required to provide a list of equipment to be utilized. Proposer is required to provide the manufacturer's name, age of equipment, model number, machine capacity and descriptive product literature for equipment new to the Campus.
- F. All vending machines must be equipped with sales tracking devices such as non-resettable counters (meters), both by unit product count and total dollars.
- G. NMHU reserves the right to exclude Services in locations where it is determined such Service is, or would be in, or becomes in conflict with operational or contractual obligations of NMHU. Facilities taken off-line for demolition, remodel, and renovation or due to fire, flood, and acts of terrors or natural disaster shall not impact this agreement. Where such plans are known, the Proposer will be notified in advance.
- H. Proposer shall be available from time to time to consult with NMHU Contract Administrator with regard to vending requirements for new construction.
- I. All equipment and automatic vending machines installed by successful Proposer pursuant to the provisions of the resultant agreement shall remain the property of Proposer, with title vested in Proposer, and NMHU shall have no property interest in said vending machines and/or other equipment.

### **3.5 MAINTENANCE AND REPAIR**

It is important that the equipment supplied for the Services be maintained in optimum working order. Minimum requirements for the maintenance of equipment are as follows:

- A. Maintenance and repair to Proposer's vending equipment shall be provided by the Proposer at no cost to NMHU. All work shall be done in neat, workman-like manner using acceptable equipment and methods per the industry standard. All work shall be performed so as not to interfere with normal activities.
- B. The NMHU is interested in prompt response time for the following service issues. Please outline your service response plan for Monday through Friday daytime hours, after-hours and weekends.
  - 1. Repairs and out of orders;
  - 2. Empty machines;
  - 3. Break-ins; and
  - 4. Refunds.
- C. NMHU's Contract Administrator reserves the right to establish standards of maintenance, clearing, and sanitation in keeping with NMHU's policy and responsibilities for the health and safety of students and patrons. NMHU shall, during regular business hours, have the right to inspect and evaluate maintenance standards in premises under jurisdiction of the Proposer. It is the Proposer's responsibility to keep sites clean while work is performed under the resultant

agreement. In the event the Proposer is unable, for whatever reason, to meet NMHU’s cleaning maintenance standards, NMHU reserves the right to assume this responsibility and receive reimbursement from the Proposer.

- D. The Proposer must guarantee that the frequency of preventive maintenance will meet, or exceed that which is recommended by the manufacturer of the equipment. The NMHU will not provide storage space for any back up equipment.
- E. The Proposer will affix a decal or sticker to each machine to show the machine identification number, machine location (building name), the contact telephone number to call for machine service or refunds (Contract Administrator). Proposer must submit a sample decal/sticker.

**3.6 REGULAR SERVICE**

**A. PERFORMANCE**

The NMHU desires to engage a Proposer who is committed to exemplary service. The Proposer’s Program should describe the service frequency and quality control for the Program.

**B. QUALITY CONTROL**

It is the responsibility of the Proposer to ensure all products provided for vending or other sale is fresh. All dated product must be removed from vending machines and retail sales areas prior to its expiration date.

- C. NMHU expects high caliber customer service and interaction and requires that undesirable practices be discontinued or remedied. Failure of the Proposer to address related concerns within ten (10) business days after written notification from NMHU may result in the NMHU invoking cancellation procedures as specified in Terms and Conditions.

**D. PRODUCT RECALL**

In the event of a product recall, it will be the provider’s responsibility to ensure that such a recall is completed with no, or minimal disruption to the NMHU’s operations. In the event a product recall the Contract Administrator shall be notified. The Proposer’s Program shall identify the anticipated plan for removing and replacing product in the event of a recall.

**E. BREAK-INS**

In the event of a break-in, it will be the provider’s responsibility to remove all products and ensure that it not be re-utilized. The NMHU is concerned that the product may have been contaminated from glass breakage or other actions due to break-in.

**F. REFUNDS**

Proposer will seek the assistance of the NMHU Contract Administrator to continue to develop a campus refund center or provide an alternative plan for refunds. However, the Proposer must provide such alternatives in the Program. In the Program, a provision of an “immediate” refund must be in place for guests and visitors of the NMHU.

**G. SERVICE HOURS**

Residence Halls on campus are not accessible until after 9 am. All other buildings on campus open at approximately 8 am on business days (some buildings are open



earlier or on non-business days). Some areas on campus require key or card access. Arrangements for access will be coordinated with the Contract Administrator.

### **3.7 SANITATION**

- A. It is the Proposer's responsibility that the job site be kept clean and free of trash while work is performed under this agreement. Upon completion of the work, all areas (locations) shall be cleared of all Proposer's equipment, excess materials and trash, and the site shall be left (broom) clean. Trash shall be taken away by Proposer.
- B. The Proposer will maintain all equipment in a clean and sanitary condition. The NMHU will provide normal custodial service, to consist of clearing the walks, hallways, and other NMHU property. Vendor will be responsible for clearing under the machines, top of machines, and behind machines on a regular basis or as requested by the NMHU Contract Administrator.
- C. NMHU reserves the right to establish standards of maintenance, cleaning, and sanitation in keeping with NMHU's policy and responsibilities for the health and safety of students and patrons. NMHU shall at all times have the right to inspect and evaluate maintenance standards in premises under jurisdiction of the Proposer.

### **3.8 UTILITIES**

NMHU shall furnish all electrical and water (if applicable) requirements. The cost of installation or change of all utility requirements shall be the sole responsibility of Proposer but must be accomplished or ordered through the Contract Administrator. Any alternations to NMHU structures and utilities must be approved in writing by its director of Facilities Services.

NMHU shall not be liable or responsible for any failure to furnish Services set forth above occasioned by strike or other work stoppage, federal, state, or local government action; breakdown or failure of apparatus, equipment or machinery employed in supplying the Services; any stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Proposer shall provide any energy conservation plans.

### **3.9 PRODUCT SPECIFICATIONS**

- A. The NMHU must approve all products to be vended.
- B. Proposer shall provide a list of products to be provided within each product classification and shall include size, weight, or quantity measurements of each product and the vended price of each.
- C. Each machine shall have a wide product mix.
- D. Healthy products to be offered include low-fat popcorn, low fat/salt crackers and pretzels.
- E. Introduction of new products must be submitted in writing to the NMHU Contract Administrator in advance of the product sales introduction date and include product name, description, portion size, product specifications, and proposed sales

price. NMHU's Contract Administrator will agree to provide a written response to such changes within five (5) working days. However, infrequent, short term promotional selections may be approved through the Contract Administrator on a short turn-around cycle (2 days or less).

- F. Sales histories of all items shall be subject to inspection by NMHU's Contract Administrator. Products deemed to have weak sales in total or in particular locations may be rejected at sole discretion of NMHU. Rejected merchandise shall be removed with five (5) business days following notification from the facility and shall not be returned for sale.
- G. Proposer's Program should identify frequency of review of product offering and how recommendations for changes will be submitted to the Contract Administrator.

**3.10 PRICE AND QUALITY OF MERCHANDISE**

- A. Prices must be posted permanently on the vending machines.
- B. NMHU reserves the right to review and approve/disapprove any and all product, price or portion adjustment(s). Proposer's Program should reflect assumptions and recommendations and provide multiple pricing options. If during the term of the resultant Agreement, the Proposer deems an adjustment in prices or portions is appropriate, Proposer shall notify NMHU's Contract Administrator thirty (30) days prior to proposed effective date for product, price or portion changes.
- C. All products listed for sale must not have exceeded the "best by" or "freshest by" date (or similar language) as labeled on the product. The successful proposer must also provide their products in accordance with the best practices of the industry or better. If products meet this requirement, however, has lost more than a negligible level of freshness, the product must not be sold in the vending machines.
- D. NMHU reserves the right to test product at any time and may require the successful Proposer to discontinue selling the product not meeting NMHU's standards. NMHU's judgement is final and it will not bear any costs associated with lost product or its replacement.

**3.11 PROMOTIONS AND MARKETING**

- A. NMHU is interested in innovative promotions and marketing throughout the Agreement.
- B. Promotional rules and redemption instructions shall be posted on each participating machine(s) along with an outline of the game and the prizes to be won. The names of any promotional winners are to be available to the Contract Administrator.
- C. The Proposer agrees not to display, inscribe, paint, use or fix any sign, picture, advertisement, name, notice or advertising equipment on any part of the inner or outer walls of the premises or elsewhere without NMHU approval.
- D. NMHU is interested in any marketing campaigns that allow for the opportunity to enter into naming rights, large scale marketing campaigns, and sponsorships that are mutually beneficial to the Proposer and NMHU.

**3.12 PERSONNEL**

- A. The Proposer is an independent Contractor performing Services for NMHU and neither he/she nor his/her agents or employees shall, as a result of the resultant Agreement, accrue leave, retirement, insurance bonding authority, use of NMHU vehicles, or any other benefits, pre-requisites or allowances normally afforded only to employees of NMHU. Proposer acknowledges that all sums received under the resultant Agreement are personally reported by him/her for income, self-employment and other applicable taxes.
- B. Proposer shall hire all employees necessary for the performance of the resultant Agreement. The Proposer shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this RFP.
- C. The Proposer shall be entitled to a reasonable number of employees who shall be permitted entry to the service areas agreed to. NMHU reserves the right to deny entry for good cause to any person employed by the Proposer. Proposer's employees shall at all times be neat and cleanly dressed in company identified uniforms and Picture ID at all times. No intoxicating liquors or alcoholic beverages or drugs shall be consumed, kept, disbursed, sold or given away while on NMHU premises. NMHU is an Alcohol/Drug Free Work environment.
- D. All of the Proposer's subcontractors are independent contractors as described in this section. Proposer's subcontractors are required to comply with all the provisions of this Section.

**3.13 STANDARDS OF OPERATION**

- A. All items sold or kept for sale shall be first quality, fresh, and conform in all respects to the federal, state, local, and other laws, ordinances, and regulations pertaining to production, sales, and service, and any other franchise agreement requirements.
- B. NMHU's Contract Administrator shall, during regular business hours have access and right to inspect and evaluate the premises under the management of the Proposer. Proposer shall comply with reasonable requests by NMHU relating to the correction of cleaning, production, service and sanitation or other practices associated with the conduct of business under the Agreement.
- C. NMHU shall rely upon the due diligence and expertise of Proposer to inspect NMHU's facilities and develop and submit their own unique plan offerings. The successful Proposer and NMHU shall mutually agree upon the initial number of machines/locations to be provided. As future areas become identified and designated for Services, placement and relocation of machines shall be mutually agreed upon by NMHU and successful Proposer.
- D. The Contractor is responsible for immediate reporting of security compromises and losses incurred as a result of break-in or theft.
- E. The Proposer and its employees shall comply with all NMHU rules and regulations governing access and conduct on campus property.
- F. The Proposer shall be responsible for obtaining, at his/her expense, all licenses and permits required to perform the work under the resultant agreement in compliance with the latest local and state codes, ordinances, and regulations governing the work involved.

**3.14 ACCOUNTABILITY, RECORDS, PAYMENTS AND AUDITS**

Proposer shall agree to the following reporting and recording requirements at its direct cost. All bookkeeping procedures are subject to review and approval by NMHU.

- A. Unless otherwise agreed in writing, the accounting period is defined as the last day of each month. The NMHU's fiscal year begins on July 1<sup>st</sup>, and ends on June 30<sup>th</sup>. The term "gross receipts" is defined as the total amount received for each item before deducting all costs of sales, licenses, taxes of every kind and description, or overhead expense. The Contractor agrees to pay all taxes, licenses, and other expenses, if any.
- B. The Proposer will submit to the NMHU Contract Administrator ten (10) days following the conclusion of each accounting period (last day of each month) a commission report that includes the information under reporting herein, accompanied by a check for the commissions earned. If any additional annual payment is needed to meet the minimum annual guaranteed commission, such payment will be submitted within ten (10) days following the end of the year.
- C. If monthly commission payments are not received by NMHU's Contract Administrator on the due dates prescribed above, the unpaid commissions will accrue interest at the lesser of one and one-half percent (1 and ½%) per month or the highest contractual interest rate allowed by the State of New Mexico. All such amounts will be calculated monthly and will be due and owing in the same manner and at the same time as the commission payments.
- D. If the Proposer proposes a one-time or annual guarantee, such guarantee payment shall be specified in the Proposer's Program in the Financial Proposal.
- E. The NMHU will have the right to review the Contractor's internal controls and accounting procedures relative to the Contractor's operation at the NMHU. This includes the ability to accompany route collections. Significant weaknesses will be rectified as soon as possible, but no later than thirty (30) days after written notice specifically describing such condition is received by the Contractor from the NMHU.
- F. Proposer shall meet with NMHU Contract Administrator to review each periodic statement. NMHU shall have the right to require an annual independent audit of Proposer's sales and commission payments under the resultant agreement at the Proposer's expense. NMHU shall recover any moneys underpaid.
- G. Proposer shall maintain its own complete and accurate accounting records of all transactions in accordance with accepted industry standards and shall keep such records for a period of not less than eight (8) years. Such records shall include accounting records, including but not limited to gross receipts, machine meter readings, products, price, commissions, refunds, net discount sales by category, cash receipts and deposits, and inventory purchases. Proposer shall make available for inspection by NMHU during normal business hours all records which the Proposer makes in the course of performing its obligations under the resultant agreement. The Proposer shall provide NMHU with the name and address of the custodian of the accounting records applicable to the operation of the resultant Contract.

**3.15 MULTIPLE OFFERS**

- A. Proposers may submit one or more alternative Proposals in addition to a response conforming to the requirements specified in this RFP. Any alternative Proposals must be clearly identified and submitted as separate files clearly marked as alternate responses.
- B. Alternatives must be prepared using the same format specified in this RFP. The Proposer will assume full responsibility to demonstrate that the alternative will meet or exceed NMHU's expectations.
- C. NMHU is not obligated to accept quoted alternatives however may do so if it is in its best interest.

### **3.16 SUBMITTAL FORMAT**

Responses should be prepared simply and economically, providing an organized and categorized straightforward and concise description of the Proposer's Proposal to satisfy the requirements of this request, and at Proposer's own expense.

During NMHU's review of the submitted Proposals, NMHU may select semi-finalists which may be required to travel, at Proposer's expense, to NMHU's facility in Las Vegas, New Mexico and provide a presentation of, among other things its ability to provide the Services in an uninterrupted manner.

### **3.17 FINANCIAL PROPOSALS**

- A. Proposers are required to provide a guaranteed minimum commission amount and a percentage of total cash sales. Proposer shall pay to NMHU a guaranteed commission percentage of each vended sale with a guaranteed minimum annual commission. Proposer should detail commission options at each identified pricing strategy proposed.
- B. A performance bond in the amount of one-hundred percent (100%) of the minimum guaranteed commission amount (per year) is required. The Proposer must execute the bond, with a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance bond must be received by the NMHU Purchasing Department issuing the award within thirty (30) days of the award and must reference this RFP on the face of the document. The performance bond must remain in effect for the entire term of this Agreement and must be able to extend to coincide with any future agreement extensions.
- C. The successful proposer is required to provide revenue sheets with every monthly commission.

### **3.18 DEMONSTRATED ABILITY AND FINANCIAL CAPABILITY**

Describe your corporate philosophy for campus vending Services and concessions that will be evident in your day-to-day operations as successful Proposer.

- A. Briefly detail the length of time your firm has been in business as a candy/snack and/or beverage vending management firm.
- B. Demonstrate your firms' ability to sustain an account similar in size and scope to the NMHU campus for a period of at least ten (10) years.

- C. Provide a copy of the most recent annual report including an audited financial statement. If this document is considered 'confidential' indicate so on the top of each page of the document(s). NMHU will comply with the State of New Mexico 'Inspection of Public Records Act' (§14-2-4 N.M.S.A. 1978), which allows for certain documents to remain confidential.
- D. Provide an Organizational Chart of your firm including Route Personnel. Briefly outline background of your major officers.

**3.19 CLIENT REFERENCES**

Furnish a minimum of three (3) references of organizations and/or businesses that the Proposer has provided with similar services within the last three years. Please provide a list of accounts lost in the last three (3) years. Provide the organization's name, a contact, and telephone number. The Proposer, by furnishing these references, agrees to allow NMHU to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.

**3.20 PROMOTIONS/MARKETING/AMENITIES**

The NMHU Athletic Department will consider allowing your company to provide promotions and/or advertising at its athletic events and facilities.

Within your Proposal specify the types of promotions and advertising you propose. For NMHU to allow such activities by a private company it must receive compensation which may include, but not be limited to: financial compensation, beverages/snacks at no cost, and/or signage at no cost to NMHU.

The NMHU Athletic Department offers the following thirteen (13) sports programs:

- Football
- Men's and Women's Cross Country
- Volleyball
- Women's Soccer
- Men's and Women's Basketball
- Wrestling
- Women's Indoor Track
- Women's Outdoor Track
- Softball
- Baseball

The total number of student athletes at NMHU in fiscal year 2019 is approximately four-hundred and twenty (450).

**3.21 NON-MANDATORY SITE VISIT**

- A. A non-mandatory site visit may be held on the days of **March 21, 22, or 25, 2019;** and during the times of 9 am to 4 pm local time.

- B. Prospective Proposers may attend only one (1) site visit, unless this stipulation is changed via a subsequent Addendum. **In order to schedule a meeting contact the POC, Adam Bustos, listed on the first page of this RFP.** A prospective Proposer may not be guaranteed a site visit if he has not scheduled it with the POC prior to March 14, 2019.
- C. Prospective Proposers may visit the potential locations for placement of the Proposer's machines.
- D. This visit will also provide the prospective Proposer an opportunity to ask questions of the RFP. If NMHU personnel are unable to answer a question at the site visit the responses to the questions will be provided to all prospective Proposers via an Addendum.
- E. NMHU reserves the right to allow multiple prospective Proposers to be present during any site visit.

### 3.22 MANDATORY INFORMATION

- A. Proposers are required to respond in writing to each requirement listed in the Business Proposal and Pricing Proposal sections of this RFP using the format provided.
- B. During NMHU's review of the submitted Proposals, NMHU may select semi-finalists which may be required to travel, at Proposer's expense, to NMHU's facility in Las Vegas, New Mexico and provide a presentation of, among other things its ability to provide the Services in an uninterrupted manner.
- C. Proposals to this RFP should include the following:
  - 1. Detailed response to the appropriate questions and statements that will clarify Proposer's understanding and ability to meet the requirements.
  - 2. Detailed explanation of Proposers assumptions or conditions as imposed on or in the RFP Responses.
  - 3. Proposer's quoted pricing to include all costs associated with acquisition including:
    - i. Licensing
    - ii. Training
    - iii. Implementation abilities
    - iv. Support services required to timely meet NMHU's needs, as well as reporting, functional and technical criteria
  - 4. Optional Documentation:  
Diagrams or other attachments that will help clarify the Proposer's Proposal, as needed.
  - 5. In the event, Proposers are asked to visit any NMHU facility, Proposer shall comply with any postings or notices located at NMHU's facility regarding safety or security.
- D. The successful Proposer will be required to submit commissions to NMHU on a monthly basis. The successful Proposer is to also submit with payment, a report to include the following at a minimum:
  - 1. Total quantity of items sold and gross sales in dollars per vending machine;
  - 2. Total quantity of items returned and credits in dollars; and

3. Total commission due to NMHU for the reporting period.  
Include a sample report with your Proposal.

- E. If Proposer intends to subcontract any of the Services, he is to include within his Proposal information about the subcontractor(s) and is to include the following at a minimum:
1. Business name;
  2. Mailing and physical addresses;
  3. Federal Taxpayer Identification Number;
  4. Name of the account manager;
  5. Contact information, such as toll-free number, fax number, and email address;
  6. State the number of years the subcontractor has performed similar services in the snack/beverage industry;
  7. State the number of years the subcontractor has serviced any of your company's accounts;
  8. State the number of accounts the subcontractor has serviced for your company in the past;
  9. Size of the business (total employees);
  10. Names of three (3) or more references, including contact name, address, and phone number; and
  11. Specify which Services the subcontractor will perform.
- F. List the names of the industry trade groups and associations your company is a member of.

### **3.23 COWBOY BUCK\$ FEATURE**

- A. NMHU is implementing a feature called "COWBOY BUCK\$" which will utilize its existing campus identification card (ID) system to allow individuals to deposit funds into an account for use at its cafeteria, bookstore, and other venues.
- B. NMHU would like to include this feature with services required by this RFP. This option is highly recommended, however prospective Proposers are not required to participate.
- C. The feature requires NMHU to provide the hardware, software, and ID cards; to program the ID cards; and maintain the ID system. One exception is with the card readers required for the vending machines. The successful Proposer will be responsible for the costs to purchase, install, and maintain the card readers on the vending machines they have provided. The successful Proposer will be required to work with NMHU personnel to ensure that their vending machines can be integrated with NMHU's "COWBOY BUCK\$" feature.
- D. NMHU does not intend to pass on any other costs to the successful Proposer of this RFP, however the successful Proposer may have to incur incidental costs to incorporate the technology and integration with NMHU's computer system.
- E. NMHU's ID card system is manufactured, sold, and supported by CBORD Group Inc. The ID card hardware and software is the Odyssey PCS system.



**3.24 REQUIRED PLACEMENT AT RESIDENCE HALLS**

- A. The successful Proposer is to include a vending machine at the residence halls listed in this section. This is required of the successful Proposer(s) of both the beverage machine and snack machine.
- B. The residence halls are as follows:
  - 1. Archuleta Hall
  - 2. Arrott House (family housing)
  - 3. Connor Halls (in at least one of the three wings)
  - 4. Gregg House (family housing)
  - 5. Kennedy Commons (serves Kennedy Halls East, North, South, and West)
  - 6. Melody Hall
  - 7. Viles/Crimmins Hall

## IV EVALUATION COMPONENTS

Award of a Contract of the Program Proposal will be made on a comprehensive review, analysis and negotiation of the Proposal, which best meets the needs of the NMHU. The specific evaluation components, in order of priority, will include the following:

No.	Evaluation Factor	Weighting (Points)
1	What “incentives” can be provided to NMHU	20
2	Total merchandise line (is it limited, is it a wide array?)	5
3	What is the Commission Rate*?	30
4	What is the availability of a tech to provide service “after hours or on weekends?”	5
5	How is the accountability for revenues handled?	5
6	How “up to date” is the equipment? Capability of integrating equipment with current Cowboy Bucks program	5
7	How are refunds distributed?	5
8	What is the turnaround time for re-stocking machines?	5
9	How often are machines checked for “maintenance issues”?	5
10	Past service experience	10
11	Freshness of Products	5
	<b>TOTAL POSSIBLE</b>	<b>100</b>

\* Point awards for the Commission Rate will be assigned by using a mathematical formula to compare the lowest responsive price Proposal submittal against each responsive submittal. The formula uses the lowest responsive price amount as the denominator and each subsequent price Proposal amount as the numerator. The resultant factor is then applied to the total possible point number. The resultant number becomes the point award.

For example:

Annual Commission Proposer A = \$25,000 annually

Annual Commission Proposer B = \$18,500 annually

Possible Point Award = 20 points

Formula =  $\frac{\text{numerator}}{\text{denominator}}$

Point award for Proposer A: STEP #1      \$25,000/\$25,000 = 1.00  
 STEP #2      1.00 x 20 = 20.00 points awarded

Point award for Proposer B: STEP #1      \$18,500/25,000 = 0.74  
 STEP #2      .74 x 20 = 14.80 points awarded

## V. SUBMITTAL PROCEDURES

### 5.1 COMMUNICATIONS

- A. All communications with NMHU are to be directed to the Purchasing Department Point-of-Contact (“POC”), Adam Bustos. His contact information is as follows: e-mail address **adambustos@nmhu.edu (preferred option)** or telephone (505) 454-3053.
- B. Questions regarding the RFP contents shall be submitted to the POC and until the deadline as provided in this RFP. Refer to the second table of **Section II General Information**. NMHU will accumulate all questions submitted and will make every effort to provide a timely, written response via email or mail. The question, along with the appropriate response, will be forwarded to all Proposers without reference to the company or representative who submitted it.
- C. Any verbal statements regarding this RFP by any person(s) other than the POC should not be relied upon. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the RFP, a copy of which will be forwarded to all Proposers.
- D. All questions must include:
  - 1. Company’s name, Requester’s name, and appropriate contact information;
  - 2. Clearly state the question(s); and
  - 3. Specifically reference the applicable RFP section(s).

### 5.2 RFP RESPONSES

- A. The RFP will consist of 2 parts; a **Business** Proposal and a **Price** Proposal.
- B. The Business and Price Proposal requirements are listed in **Section II and III**.
- C. Proposer is required to address all elements listed in this section.

### 5.3 REQUIRED AND INFORMATIONAL FORMS

- A. The following are to be completed and submitted with your Proposal:
  - 1. Acceptance of Terms and Conditions Form (page 2);
  - 2. Addendum(s) Acknowledgement Form (Attachment 1);
  - 3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);
  - 4. New Mexico Business Preference Form (Attachment 3), if applicable;
  - 5. Resident Veterans Preference Certification Form (Attachment 4), if applicable;
  - 6. Proposal; and
  - 7. Any additional relevant information.
- B. Informational Documents Incorporated into the RFP:
  - 1. Advertisement (Attachment 5);
  - 2. List of locations with an existing vending machine (Exhibit A); and
  - 3. Campus Map (Exhibit B).

### 5.4 NUMBER OF PROPOSALS

- A. Proposer is to submit five (5) complete copies of their Proposal.

- B. At least one (1) of the Proposals must have original signatures from an authorized representative on all required forms.
- C. It is recommended, but not required, to also submit the Proposal on one (1) flash drive.

**5.5 SIZE OF PROPOSAL**

The Proposal is not to exceed ten (10) printed pages. The following will not count towards the limit of ten (10) pages:

- A. Attachments to this RFP,
- B. "Signature Page" (page 2 of this RFP);
- C. Subsequent addendums;
- D. Proof of insurance;
- E. Cover sheets;
- F. Table of contents;
- G. Section dividers;
- H. Full-page graphic documents; and
- I. Product listings and proposed pricing.

**5.6 COSTS INCURRED**

Any cost incurred by the Proposer in preparation, delivery, presentation of any Proposal or material submitted in response to this RFP shall be borne solely on the Proposer.

**5.7 INSTRUCTIONS FOR SUBMITTAL**

- A. All Proposals must be submitted in a SEALED envelope. **Place your Pricing/Commission Proposal in a separate sealed inner envelope. On the inner envelope write the following "Price Proposal."** Please write on the outer sealed envelope the following:

**"SEALED PROPOSAL #19-002-8 TO BE OPENED ON  
April 5, 2019 AT 3:00 PM"**

*Failure to mark the sealed envelope may result in the Proposal being opened early or the Proposal may be declared non-responsive*

- B. NMHU is not responsible for Proposals lost during delivery. Proposal may be accepted if received in a manner listed below and not delivered to the Purchasing Department office only when the error was made by NMHU personnel. NMHU will make this determination.
- C. All Proposal documents must be received by the due date and time. If a Proposal is late, NMHU will not accept it if it has a postmark date prior to the due date and time. The Proposal will not be opened and will be returned to the Proposer. Missing the deadline for submittal, for any reason beyond the control of NMHU, will not constitute grounds for a Protest.
- D. Faxed and emailed Proposals will not be accepted.
- E. **DELIVERY MAY BE MADE AS FOLLOWS:**

- 1. If via hand delivery:**  
New Mexico Highlands NMHU  
Attn: Purchasing Department-RFP #19-002-8  
903 University Avenue  
Las Vegas, NM 87701
- 2. If via United States Postal Service:**  
New Mexico Highlands NMHU  
Attn: Purchasing Department-RFP #19-002-8  
P.O. Box 9000  
Las Vegas, NM 87701
- 3. If via FedEx, United Parcel Service, or any other carrier:**  
New Mexico Highlands NMHU  
Attn: Purchasing Department-RFP #19-002-8  
1005 Diamond Avenue  
Las Vegas, NM 87701

## VI. INSTRUCTIONS TO PROPOSERS

### 6.1 DEFINITIONS AND TERMS

- A. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B. **Determination:** means the written documentation of a decision of the Purchasing Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 N.M.S.A. 1978).
- C. **Proposer:** any person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture or other legal or commercial entity (§13-1-70.1 N.M.S.A. 1978), which chooses to submit a Proposal.
- D. **Purchasing Officer:** means the person or designee authorized by NMHU to enter into or administer contracts and make written determinations (§13-1-75 N.M.S.A. 1978).
- E. **RFP:** means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 N.M.S.A. 1978).
- F. **Responsible Offeror/Proposer:** means a Proposer who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the Services described in the RFP (§13-1-83 N.M.S.A. 1978).
- G. **Responsive Offeror/Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to; price, quality, quantity or delivery requirements (§13-1-85 N.M.S.A. 1978).
- H. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Proposer's Proposal.
- I. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### 6.2 RFP DOCUMENTS

- A. **COPIES OF RFPS**
  1. A complete set of the RFP may be obtained from the NMHU Purchasing Office in a manner as described in the RFP Advertisement (Attachment 5).
  2. A complete set of the RFP shall be used in preparing Proposals. NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
  3. A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.
- B. **INTERPRETATIONS**
  1. All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC. The date listed as the deadline for submitting questions is the date of receipt by the POC. Only questions

answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. Proposers should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

**C. ADDENDA**

1. Addenda will be mailed, by facsimile or emailed to all whom are known by NMHU to have received a complete set of RFPs.
2. Copies of Addenda will be made available for inspection wherever the RFP is on file for that purpose.
3. No Addenda will be issued later than four (4) days prior to the date for receipt of Proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of Proposals.
4. Each Proposer shall ascertain, prior to submitting the Proposal, that the Proposer has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

**6.3 PROPOSAL SUBMITTAL PROCEDURES**

**A. CORRECTION OR WITHDRAWAL OF PROPOSALS**

1. A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by a Proposer prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received.
2. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.

**B. REJECTION OR CANCELLATION OF PROPOSALS**

A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978.

**6.4 CONSIDERATION OF PROPOSALS**

**A. RECEIPT, OPENING AND RECORDING**

1. Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.
2. The contents of any Proposal shall not be disclosed so as to be available to competing Proposers during the negotiation process.

**B. WITHDRAWAL OF PROPOSAL**

1. Proposals may be withdrawn prior to the opening of the Proposals upon written request by Proposer.
2. Following the opening, Proposals must remain valid and binding for a minimum of ninety (90) days.

**C. PROPOSAL EVALUATION**

1. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, Proposals may initially be classified as:

- a. acceptable, or
  - b. potentially acceptable, that is, reasonably assured of being made acceptable, or
  - c. unacceptable (Proposer whose Proposal is unacceptable shall be notified promptly).
2. NMHU will determine which Proposers are considered to be Responsive and which are Responsible.
  3. NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Proposer, which do not alter the price, quality or quantity of the Services (§13-1-132 N.M.S.A. 1978).
  4. The selection committee (hereinafter called “Committee”) will consist of at least three (3) NMHU staff members.
  5. If a Proposer who otherwise would have been issued an Award of a Contract, is found not to be a Responsible Proposer, a determination that the Proposer is not a Responsible Proposer, setting forth the basis of the finding, shall be prepared by the Purchasing Officer. The unreasonable failure of the Proposer to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Proposer is not a responsible Proposer (§13-1-133 N.M.S.A. 1978).
  6. **Selection Process**
    - a. The evaluation of Proposals will be performed by the Committee composed of representatives selected by NMHU.
    - b. Each Committee member will independently review, evaluate and complete scoring sheets for each Proposal.
    - c. The Committee shall evaluate Proposal documents, including statements of qualifications and performance data submitted by Proposers in regard to the particular request.
    - d. The Committee will select, rank in order of their qualifications which are most qualified to perform the required Services: and may choose to have the finalist(s) make an oral presentation to the Committee. The Committee will determine the schedule for the oral presentations. All costs incurred by Proposer for the oral presentations will be borne on Proposer.

**D. NEGOTIATIONS**

Proposers submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award of a Contract for the purpose of obtaining best and final offers. Negotiations may be conducted with Responsible Proposers who submit Proposals found to be reasonably likely to be selected for Award of a Contract (§13-1-115 N.M.S.A. 1978).

**E. TERMS AND CONDITIONS OF CONTRACT**

If Proposer proposes changes, deletions or additions to the terms and conditions of the resultant Contract NMHU will consider them and may choose to incorporate them if it is in its best interest.

**F. NOTICE OF AWARD**



After Award of a Contract by NMHU, a written Notice of Award shall be issued by NMHU with reasonable promptness.

**G. ANNOUNCEMENT OF AWARD**

Proposers are not permitted to make any public announcement or release any information regarding this RFP. NMHU may at its sole discretion and upon prior written approval, authorize Proposer to issue a news release.

**H. POST-PROPOSAL INFORMATION-PROTESTS**

Proposers wishing to submit a protest must do so in writing within fifteen (15) calendar days after knowledge of the facts or occurrences and shall be in accordance with §13-1-172 N.M.S.A. 1978 through §13-1-176 N.M.S.A. 1978.

**6.5 USE OF NMHU'S LOGOS**

The NMHU name and logos signify the well-known brand image of NMHU and therefore are invaluable assets. You may not use the NMHU trade name or logos in your response or in your Proposal.

**6.6 GOVERNING LAW**

This RFP and the resultant Contract will be interpreted and governed by the Laws of the State of New Mexico.

**ATTACHMENT 1**

**ADDENDUM ACKNOWLEDGEMENT FORM**

In submitting this Proposal, Proposer represents that he has examined copies of all addenda listed below and has incorporated them into his Proposal:

<b>Addendum Number</b>	<b>Date of Addendum</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT 2**

**SUPPLIER CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**Conflict of Interest**

1. No employee or Regent of NMHU is to have a direct or indirect interest in the Proposer, Contractor or Vendor (hereinafter called "Contractor") or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent [1%] of the Contractor);
2. Contractor is to not employ nor is to negotiate to employ any NMHU employee or member of the NMHU Board of Regents;
3. Contractor is to have not participated directly or indirectly in the preparation of specifications upon which the Proposal is made;
4. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):  
\_\_\_\_\_;
5. List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was an NMHU employee within the preceding twelve (12) month period. Name of employee(s) and SSN:  
\_\_\_\_\_ ; and
6. In accordance with NMHU policy, an award cannot be made to a Proposer in which current or recent (last twelve [12] months) NMHU employees have a controlling interest.

**Debarment/Suspension Status**

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency; and
2. The Contractor agrees to provide immediate notice to the Director of the NMHU Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the purchase order or Contract.

**Certification**

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

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

Name Typed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**ATTACHMENT 3**

**NEW MEXICO BUSINESS PREFERENCE FORM (if applicable)**

Points will be awarded based on Proposer's ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, a percentage of additional points must be added for preference award. For example; an RFP has a total value of 100 points. Five Proposals are received; one from a resident business (five percent [5%] preference), one from a resident veterans business with an eight percent (8%) preference and three non-resident (no preference) businesses.

The two resident business preference businesses would receive five (5) points and the veterans business would receive eight (8) points to their already evaluated score, making it possible for the highest score total of one-hundred and eight (108).

"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 N.M.S.A. 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.

**NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER (if applicable):**

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**ATTACHMENT 4**

**RESIDENT VETERANS PREFERENCE CERTIFICATION FORM (if applicable)**

\_\_\_\_\_(NAME OF PROPOSER) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

**Please check one only**

\_\_\_\_\_ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than one-million dollars (\$1M) allowing me the ten percent (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 one-million dollars (\$1M) but less than five-million dollars (\$5M) allowing me the eight (8%) 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 five-million dollars (\$5M) allowing me the seven percent (7%) preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty or 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 N.M.S.A. 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. I also attest that I am an authorized signatory for the business.

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Name Printed	Signature	Date
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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 of the procurement involved if the statements are proven to be incorrect.

**ATTACHMENT 5**

NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL 19-002-8  
NIGP Codes 96115 Beverage and Snack Vending Services

New Mexico Highlands University (“NMHU”) is soliciting proposals from qualified and experienced firms for selection as a provider(s) of Beverage and Snack vending Services.

All Proposals must be submitted prior to 3:00 pm local time on Friday, April 5, 2019. Proposals received after that time will not be accepted.

All Proposals shall comply with the New Mexico Procurement Code, and all applicable federal, state and local laws.

NMHU reserves the right to waive irregularities, reject any or all Bids, cancel this RFP for any reason and at any time, and/or award a contract/purchase order that is in its best interest. No Bidder may withdraw his Proposal for ninety (90) calendar days after the actual date of the opening.

RFP documents can be obtained by contacting Adam Bustos at [adambustos@nmhu.edu](mailto:adambustos@nmhu.edu) or 505-454-3053 or visiting <http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> and registering.