

CLOVIS MUNICIPAL SCHOOL DISTRICT

REQUEST FOR PROPOSALS (RFP) 1920-206

Student Nutrition Milk Products for Pre-K – 12th Grades
NIGP COMMODITY CODES: 38075



**Advertise/Issue Date
March 4, 2020**

**Proposal Due
April 9, 2020 at 2:00 p.m.**

**Heather Nieto
Chief Procurement Officer
(575) 769-4327
heather.nieto@clovis-schools.org**

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I. INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSALS

The Clovis Municipal Schools District (CMS) is soliciting competitive sealed proposals from qualified distributors/suppliers to provide Milk Products for 18 schools Pre-K through 12th grade.

A. SCOPE OF SERVICES

The District operates 17 production sites which provide breakfast and lunch to approximately 8849 students each day. Clovis Municipal Schools are in session from August through May; however, the fiscal year runs July 1 through June 30.

B. SCOPE OF PROCUREMENT

This procurement is intended to cover milk products.

The duration of the contract resulting from this RFP shall be one (1) year from the date of award. The district reserves the right, by mutual agreement of the parties, to extend the contract on an annual basis for up to three (3) additional years. Under no circumstances will the term of this contract, including all renewals thereof, exceed a total for four (4) years in duration.

C. PROCUREMENT MANAGER

The Clovis Municipal School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement who name, address and telephone number is listed below.

Heather Nieto, Chief Procurement Officer
Clovis Municipal Schools
1009 N Main
PO Box 19000
Clovis, NM 88102-9000
(575) 769-4300
(575) 769-4333
heather.nieto@clovis-schools.org

All deliveries via express carrier should be addressed as follows:

Clovis Municipal Schools
Heather Nieto, CPO
RFP 1920-206 Student Nutrition Milk Products for Pre-K – 12th Grades
500 E. Llano Estacado
Clovis, NM 88102-9000

Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. **Proposers may contact ONLY the Chief Procurement Officer regarding this solicitation.** Other District employees do not have the authority to respond on behalf of the District. Any contact with a district department or employee may automatically results in rejection of any proposal. Any other communication will be considered unofficial and non-binding. Any response made by the District will be provided in writing to all Proposers by addendum, no verbal responses shall be authoritative.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Award**” means the final execution of the contract document.

“**Agency**”, “**CMS**”, “**District**”, “**Owner**”, or “**Purchasing Agency**” means the Clovis Municipal School District.

“**Chief Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Confidential**” means confidential financial information concerning Proposer’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45.

“**Contract Administrator**” means the individual designated by the agency to administer the contract after it has been executed.

“**Contract**” or “**Agreement**” means a written agreement for the procurement of items of tangible personal property or services

“**Contract Documents**” means any one, or combination of the following documents: Agreement Between the Owner and the Contractor, General Conditions of the Contract and Specifications.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Proposers’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means a Proposer who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Proposer” is any person, corporation, or partnership who chooses to submit a proposal.

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

“Procurement Manager” means the person or designee authorized by the District to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in [Section II.C.8](#) of this RFP blacked out BUT NOT omitted or removed.

“Resident Business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978 but does not include a resident veteran business.

“Resident Veteran Business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section [13-1-22](#) NMSA 1978.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Proposer” means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or **“Responsive Proposal”** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Sealed” means that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Proposer agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

“Services” has the meaning set forth in the Agreement or, if not defined in the Agreement, means the professional, technical, application, business or other services performed by the Service Provider for CMS or its constituents on the behalf of CMS.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Proposers’ company.

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Proposer would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

E. PROCUREMENT LIBRARY

A procurement library has been established. Proposers are encouraged to review the material contained in the Procurement Library by entering the link below into the browser on a computer. The library contains information listed below:

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#ProcurementCodeRegulationsExecutiveOrders>

Clovis Municipal Schools RFP Documents: <http://www.clovis-schools.org/contracting/bids.html>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Date
1. Issue RFP	District	March 4, 2020
2. Return of Distribution List Response Form	Potential Proposers	March 16, 2020 at 4:30 p.m.
3. Deadline to submit Questions	Potential Proposers	March 19, 2020 at 4:30 p.m.
4. Response to Written Questions	Chief Procurement Officer	March 20, 2020 at 4:00 p.m.
5. Deadline Last Addenda	District	March 20, 2020 at 4:00 p.m.
6. Submission of Proposal	Potential Proposers	April 9, 2020 at 2:00 p.m.
7. Proposal Evaluation	Evaluation Committee	April 23, 2020
8. Selection of Finalists	Evaluation Committee	April 23, 2020
9. Best and Final Offers (If requested)	Finalists	April 30, 2020
10. Presentations (If Held)	Finalists	May 7, 2020
11. Issue Notice of Intent and Recommendation to the Board of Education	Chief Procurement Officer	May 26, 2020
12. Issue Notice of Award and Contract Awards	District/ Finalist Proposer	May 27, 2020
13. Protest Deadline	District	June 15, 2020
14. Proposal Pick Up (copies)	Proposers	July 15, 2020

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A.

1. Issuance of RFP

This RFP is being issued on behalf of the Clovis Municipal School District as indicated in; Section II. Conditions Governing the Procurement, Sequence of Events.

2. Pre-Proposal Conference

A pre-proposal conference will not be held.

3. Distribution List Response Form

Potential proposers should hand deliver, return by facsimile, email, or registered or certified mail the " Distribution List Response Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer on or before the date and time as indicated in the Sequence of Events.

The Distribution List Response form will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return the Distribution List Response form shall constitute a presumption of receipt and rejection of the RFP, and the potential proposer's organization name shall not appear on the distribution list.

Note: Failure to return the Distribution List Response form does not preclude a potential proposer from submitting a proposal.

4. Deadline to Submit Written Questions

Potential proposers may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until the date and time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential proposers whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all proposer's that provide the Distribution List Response Form described in the sequence of events before the deadline. Additional copies will be posted to: <http://www.clovis-schools.org/contracting/bids.html>

6. Deadline for Release of Final Addenda

Issuance of the final addenda shall be provided by the District as indicated in Section II A. sequence of events.

The Clovis Municipal Schools accepts no responsibility for a prospective proposer not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Proposer to monitor the Clovis Municipal Schools website to obtain RFP addenda or other information relating to the RFP. The website address is: <http://www.clovis-schools.org>.

7. Submission of Proposal

ALL PROPOSER PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE AND TIME AS INDICATED IN THE SEQUENCE OF EVENTS. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I.C. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP #1920-206 Student Nutrition Milk Products for Pre-K – 12th Grades.**

Proposals submitted by facsimile, or other electronic means will not be accepted.

Proposals shall not be opened publicly but shall be opened in the presence of the Chief Procurement Officer and a witness. A public log will be kept of the names of all organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential proposers during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

8. Proposal Evaluation

An evaluation committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events. During this time, the Chief Procurement Officer may initiate

discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the proposers.**

The evaluation committee shall consist of at least three persons appointed by the Chief Procurement Officer. The team should collectively possess expertise in the technical requirements of the project, and/or items being procured.

When rating the technical proposals, the evaluation committee shall consider only the evaluation factors stated in the RFP.

Price proposals shall be initially evaluated to insure that the price(s) offered is responsive to the RFP requirements and instructions and is realistic in respect to the specifications. Price proposals shall be evaluated on the basis of the numerical weight assigned to price in the RFP and scored in accordance with the following process to permit the scoring of competing Proposers' price proposals in relation to one another: the proposer with the lowest price shall receive the maximum price score. The price score of each other proposer shall be determined by applying the following mathematical formula: price of lowest proposer divided by the price for this proposer multiplied by the maximum price score.

9. Selection of Finalists

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist proposers as per the sequence of events or as soon as possible. Only finalists will be invited to participate in the subsequent steps of the procurement. A schedule for the presentations and demonstration will be determined at this time.

10. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per the sequence of events or as soon as possible. Best and final offers may also be clarified and amended at finalist proposer's presentation and demonstration.

11. Proposal Presentations by Finalists

Finalist may be required to conduct a presentation at a location to be determined as indicated in the Sequence of Events or as soon as possible. **Whether or not presentations will be held is at the discretion of the Evaluation Committee and the Chief Procurement Officer.**

12. Issue Notice of Intent to Award and Recommendation of Award to Board of Education

The Chief Procurement Officer shall prepare the Notice of Intent to Award a contract to the highest ranked short-listed proposer after presentations are held.

The Chief Procurement Officer shall prepare a procurement report and a recommendation to the board for award of the procurement.

Upon Board of Education approval, the Chief Procurement Officers shall prepare the notice to award a contract to the board approved proposer.

13. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous proposer(s) as per the [sequence of events](#) or as soon thereafter as possible. This date is subject to change at the discretion of the Chief Procurement Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Proposer in the time specified, the District reserves the

right to finalize a contractual agreement with the next most advantageous proposer(s) without undertaking a new procurement process.

14. Notice of Award and Contract Award

After review of the Evaluation Committee Report and the signed contractual agreement, the Chief Procurement Officer will award as per the sequence of events or as soon as possible thereafter. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the proposer (or proposers) whose proposal(s) are most advantageous to the Clovis Municipal School District, taking into consideration the evaluation factors set forth in this RFP. The award is subject to approval by the Board of Education and upon approval, the Chief Procurement Officer shall prepare the notice to award a contract.

CMS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Clovis Municipal Schools until a valid signed contract and/or valid Purchase Order is executed.

15. Protest Deadline

Any protest by a proposer shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive proposers shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the contract award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. *Emailed protests will not be accepted.* It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Clovis Municipal Schools
Heather Nieto, Chief Procurement Officer
1009 N Main
PO Box 19000
Clovis, NM 88102-9000

Protests received after the deadline will not be accepted.

16. Proposal Copy Pickup

All copies of documents submitted in response to the RFP may be retrieved by the proposers, at their expense, 30 days after the expiration of the protest period with the following exception: The complete original of all proposals (awarded and non-awarded proposers) submitted including the best and final offer, if one was submitted, shall be placed into the procurement file. These documents will become the property of the Clovis Municipal School District.

C. GENERAL REQUIREMENTS

The owner may evaluate the proposals based on the anticipated completion of all or any portion of the project. The owner reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project, should the need arise. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any proposer.

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-128 through 13-1-99 NMSA 1978 and applicable procurement regulations, policies and procedures.

1. Acceptance of Conditions Governing the Procurement

Potential proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Price Discrepancy

Proposers shall note that prices previously submitted via any information quotation (verbal or in writing) are hereby superseded and will not be considered for award. You must participate in this RFP to be considered for an award.

3. Incurring Cost

Any cost incurred by the potential proposer in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

4. RFP Cancellation or Rejection

In accordance with NMS 1978, 13-1-131, this RFP may be canceled or proposal may be rejected in whole or in part when it is in the best interest of Clovis Municipal Schools.

5. Responsible and Responsive Proposal

Clovis Municipal Schools may reject the proposal of any potential proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in NMSA 1978, 13-1-83 and 13-1-85.

6. Sole Response

Any sole response that is received may be rejected and/or accepted by Clovis Municipals Schools depending on available and timely needs to CMS. CMS reserves the right to award the contract to the responsible proposer that submitted a responsive proposal most advantageous and in the best interest of CMS.

7. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District that may be derived from this RFP. Direction of all work that may result from this procurement must be performed by the Proposer and payments will only be made to the Proposer.

8. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

9. Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not merge, collate, or assemble proposal materials.

10. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the proposer's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

11. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for sixty (60) days after the due date for receipt of proposals.

12. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the proposer's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978. The cost of services proposed shall not be designated as proprietary or confidential information.
- b. If a request is received for disclosure of data for which a proposer has made a written request for confidentiality, the Chief Procurement Officer shall examine the proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

13. No Obligation

This procurement in no manner obligates the Clovis Municipal School District to the use of any proposer's services until a valid written contract and/or a valid Purchase Order is awarded and approved by appropriate authorities.

14. Nonexclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Clovis Municipal School District. The district reserves the right to obtain like goods or services from another source.

15. No Minimum Guarantee

Clovis Municipal Schools does not guarantee a minimum amount of purchases in conjunction with award of this RFP.

16. Taxes

CMS holds a Nontaxable Transaction Certificate and will be issued upon request. No charge will be allowed for federal, state, or municipal sales and excise taxes for the purchase of tangible personal property from which Clovis Municipals Schools is exempt.

17. Term

The district reserves the right to procure the services/goods as described in this RFP as a sole purchase. The district will determine the term that is most advantageous and in the best interest of the district.

18. Multi-Award

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

19. Price Escalation (if applicable)

Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contract stating reason(s) for escalation and the amount being requested. Justifying documentation MUST accompany price escalation request.

20. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the district determines such action to be in the best interest of the Clovis Municipal School District.

Either party may terminate this contract as follows:

A. Termination by the contractor

1. The contractor may terminate this contract only if Clovis Municipal School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the district fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the contractor and the district.

B. Termination by the district

A. For Cause

- i. The occurrence of either one of the following events will justify termination for cause:
 - a. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - b. Contractor's violation in any substantial way of any provisions of this contract.
- ii. If either one of the events identified above occur, the district may, after giving contractor (and the surety, if any) ten (10) days written notice, terminate the service of contractor, exclude contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- iii. Where contractor's services have been so terminated by the district, the termination will not affect any rights or remedies of district against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by the district will not release the contractor from liability.

C. For Convenience

- i. Upon ten (10) days written notice to contractor, CMS may without cause and without prejudice to any other right or remedy of CMS elect to terminate the contract.
- ii. In such case, contractor shall be paid (without duplication of any Items):
 - a. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - b. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

- D. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

21. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The district's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

22. Legal Review

The district requires that all proposers agree to be bound by the General Requirements contained in this RFP. Any proposer's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

23. Governing Law

This RFP and any agreement with a proposer which may result from this procurement shall be governed by the laws of the State of New Mexico.

24. Basis for Proposal

Only information supplied, in writing, by the district through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of proposer's proposal.

25. Contract Terms and Conditions

The contract between the district and a contractor will follow the format specified by the district and contain the terms and conditions set forth in the "Scope of Work". However, the district reserves the right to negotiate with a successful proposer provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful proposer's proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the district's terms and conditions, as contained in this Section, that proposer shall propose specific alternative language to the referenced provisions. The district may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the district and will result in disqualification of the proposer's proposal.

The district will consider wording changes to Scope of Work, Duties and Responsibilities only. Proposers shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

26. Proposer's Term and Conditions

Proposers shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in the contract. CMS is under no obligation to accept any additional terms and conditions.

27. Clarifications from Proposers

The Chief Procurement Officer may, at the request of a Selection Committee designee, request clarifications on information submitted by any and all proposers.

28. Proposer Qualifications

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

29. Negotiations

Clovis Municipal School reserves the right to negotiate with any or all proposers who submit proposals determined to be acceptable or potentially acceptable, but is not required to do so. Clovis Municipal Schools reserves the right to award the contract based only on the written proposals received by the due date and time. Clovis Municipal Schools further reserves the right to conduct negotiations with selected proposers only. If Clovis Municipal Schools exercises its option to conduct negotiations, the Chief Procurement Officer will establish procedures and schedules for conducting these discussions. This is a

qualifications based proposal and will be ranked as such with negotiations starting with highest ranking and proceeding on until agreement can be reached.

The contents of any proposals will not be disclosed so as to be available to competing proposers during any negotiation.

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the district and the selected proposer and shall not be deemed an opportunity to amend the proposer's proposal.

30. Right to Waive Minor Irregularities

The evaluation committee reserves the right to waive minor irregularities.

The evaluation committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee and/or CPO.

31. Change in Contractor Representatives

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

32. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

33. District Rights

The district in agreement with the evaluation committee reserves the right to accept all or a portion of a potential proposer's proposal. Clovis Municipal Schools reserves the right to award by item or group of items. Additional, the district reserves the right to reject any or all proposal for any reason that the district determines to be in the best interest of Clovis Municipal Schools; such rejection shall not result in any penalty to the district.

34. Exceptions

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

Clovis Municipal Schools, after review of the proposals may request clarifications on information submitted by any and all Proposers in a written format, with a specified deadline for response.

35. Brand Names

Where a brand-name or equal specifications is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposed an "equal" to scope of work/specifications, CMS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

36. Equivalent Items Proposed

If the proposer offers an item other than the one specified, which the proposer considers comparable, the manufacturer's name and model number of that item must be specified in the

proposal and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the proposal.

37. Restrictive Specifications

Specifications stated in this request are not intended to exclude any proposer. If any proposer is of the opinion that the specifications as written preclude them from submitting a response to this RFP, it is requested that their opinion be made known to the Chief Procurement Officer, in writing, as soon as possible but preferably at least five (5) working days prior to the proposal due date.

38. Right to Publish

Throughout the duration of this procurement process and contract term, proposers and contractors must secure from the district written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or district contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the proposer’s proposal or removal from the contract.

39. Ownership of Proposals

All additional copies of documents submitted in response to this RFP may be retrieved by the proposers, at their expense thirty (30) days after the expiration of the protest period with the following exception: One complete original copy of all submitted proposals including the Best and Final offer, if one was submitted, shall become property of the Clovis Municipal School District.

40. Ambiguity, Inconsistency or Errors in RFP

Proposers shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

41. Competition

By submitting a proposal, proposer certifies that they have not, either directly or indirectly entered into any action in restraint of full competition in connection with the proposal submitted to Clovis Municipal Schools.

42. Indemnification

The proposer shall be responsible for damage of persons or property that occurs as a result of proposer’s fault or negligence, or that of any of his/her employees, agents or subcontractors. The proposer shall save and hold harmless the staff of and the Clovis Municipal School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the contractor operation shall be repaired and /or restored to their original condition at the contractor’s expense.

43. Insurance (if applicable)

The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by CMS at the time of contract award. The Clovis Municipal School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Professional Liability	\$1,000,000/occurrence
Commercial General Liability:	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability: Combine Single Limit	\$500,000
Worker' Compensation	Statutory
Employer's Liability: Each Occurrence	\$500,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$500,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

Contractor agrees to hold harmless and indemnify the school for liability arising out of the negligent activities of the Contractor.

NOTE: Certificate holder shall be: Board of Education Clovis Municipal School District

Certificate of Insurance shall be forwarded to: Clovis Municipal School District
c/o Executive Assistant - Operations
P.O. Box 19000
Clovis, New Mexico 88102

44. Licensing Requirements

The proposer shall comply with all licensing regulations and shall provide copies of all valid licenses necessary to perform the work in the State of New Mexico.

45. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 district.

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

46. Records Retention

The successful proposer will be required to retain project records for a minimum of three (3) years after the completion of the work. Proposer agrees that any duly authorized representative of the school district shall have access to any books, documents, papers, and records of the contraction with are directly pertinent to all negotiated contracts.

47. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposer must have a valid e-mail address to receive correspondence.

48. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the proposer's possession and the version maintained by the district, the proposer acknowledges that the version maintained by the district shall govern. Please refer to: <http://www.clovis-schools.org/contracting/bids.html>.

49. Audit

The district reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of

the agreement. Such audit may be conducted by district personnel or a third party under contract with the district. The district shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the district the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee the district's access to books and records of such party.

50. Independent Contractor

The contractor is an independent contractor performing services for the district. The contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the district as a result of this procurement.

51. Procurement Under Existing Contracts

In accordance with NMSA 13-1-129, proposers are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded proposer. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by the Clovis Municipal School District.

52. Equal Employment Opportunity

Clovis Municipal Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Clovis Municipal Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Clovis Municipal School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Superintendent Deputy of Employee Services, Clovis Municipal School District, 1009 N. Main Street, P.O. Box 19000, Clovis, NM 88102-9000. Phone 575-769-4322.

53. New Mexico Employees Health Coverage

- a.** If the proposer has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, proposer must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between contractor and the state exceed \$250,000 dollars.
- b.** Proposer must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c.** Proposer must agree to advise all employees of the availability of state publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenemexico.state.nm.us/>.
- d.** For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these

requirements shall apply the first day of the second month after the proposer reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

54. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

55. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding district.

56. Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

57. Energy Policy and Conservation Act

Proposer must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

58. Minority, Small, and Women’s Firms

Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

59. Buy American Requirement

The proposer agrees to comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Vendors are required to check state specific requirements to ensure compliance with this requirement.

60. Davis-Bacon Act (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

61. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

62. Jessica Lunsford Act

The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the respondent agrees that all of its employees who provide or may provide services under this agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

63. Debarment/Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

64. Conflict of Interest

By submitting a proposal, the proposer certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the district. The proposer also certifies no relationship exists between the proposer and the district that interferes with fair competition or is a conflict of interest; and no relationship exists between proposer and another person or firm that constitutes a conflict of interest that is disadvantageous to the district.

65. Non-Collusion

The proposer certifies that he/she has not either directly or indirectly entered into action in restraint of free, competitive submission of a proposal in connection with this RFP.

66. Non-Disclosure

The proposer shall not disclose any information relating to students, and employees of CMS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless CMS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

67. Campaign Contribution Disclosure Form

Proposer must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of School Board President, Vice President, Secretary or Members. Failure to complete and return the signed unaltered form will result in disqualification.

68. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. CAUTION: The proposal shall be binding without restriction. Proposers shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions may result in the rejection of the proposal.

69. Disclosure Regarding Responsibility

Any prospective proposer and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the contractor, or any principal of the contractor’s company:

- i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
- iii. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

- iv. violation of Federal or state antitrust statutes related to the submission of offers; or
- v. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- vi. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- vii. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The proposer shall provide immediate written notice to the Chief Procurement Officer or other party to this agreement if, at any time during the term of this agreement, the proposer learns that the proposer's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in termination of this agreement. However, the disclosure will be considered in the determination of the proposer's responsibility and ability to perform under this agreement. Failure of the proposer to furnish a disclosure or provide additional information as requested will render the proposer nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a proposer is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this agreement. If during the performance of the contract, the proposer is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the proposer must provide immediate written notice to the Chief Procurement Officer or other party to this agreement. If it is later determined that the proposer knowingly rendered an erroneous disclosure, in addition to other remedies available to the district, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the proposer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

70. New Mexico Preferences

The New Mexico Preferences (NMSA 1978, 13-1-21, as amended), do not apply to this Request for Proposal as expenditures include federal funds.

III. PROPOSAL FORMAT AND ORGANIZATION

This section describes the format and organization of the proposer's response. Failure to conform to these specifications may result in the disqualification of the proposal.

Proposals must be submitted as outlined below. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box.

A. NUMBER OF RESPONSES

Proposers shall submit one (1) proposal in response to this RFP (one (1) original and three (3) copies). THE PROPOSAL PACKAGE SHALL CONSIST OF THE SEALED technical proposals AND THE SEALED price proposal ENVELOPES. Only one price proposal shall be submitted, clearly identified and in a separate sealed envelope.

B. NUMBER OF COPIES

1. Technical Proposals

Proposers shall deliver one (1) original, three (3) identical copies, and one (1) electronic copy containing ONLY the Technical Proposals. In the event of a conflict between the copy version of the submitted proposal, the Original shall govern. **The electronic version/copy can NOT be emailed.**

Proposal containing confidential information **must** be submitted as two separate binders:

- **Unredacted** versions for evaluation purposes.
- **Redacted** version (information blacked out and not omitted or removed) for the public file.

2. Price Proposal

Proposers shall deliver one (1) original and one (1) electronic copy. The ORIGINAL Price Proposal **shall be separate** from the Technical Proposal. **The electronic version/copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted thumb drive/usb**, one (1) **redacted thumb drive/usb**). **The electronic version CANNOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern.

The originals shall be stamped "original".

C. PROPOSAL FORMAT AND ORGANIZATION

All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

The technical proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated.

1. Proposal Content and Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- a. Table of Contents
- b. Letter of Transmittal (Signed)

- c. Letter of Interest/Proposal Summary (optional)
- d. Response to Scope of Work/Specifications
- e. Response to Mandatory Specifications
- f. Response to Agency Terms and Conditions
- g. Proposer's Additional Terms and Conditions
- h. Other Supporting Material
- i. Distribution List Response Form
- j. Conflict of Interest and Debarment/Suspension Certification Form
- k. Campaign Contribution Disclosure Form
- l. Non-Collusion Affidavit Form
- m. Buy American Provision
- n. Byrd Anti-Lobbying Amendment Compliance Certification and Clean Air and Water Act Form
- o. Copy of Proof of Insurance/ Required Licenses
- p. Other Supporting Material

Price Proposal (Binder 2):

- a. Price Proposal Forms

Within each section of their proposal, proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in the price proposal binder with the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by proposers to provide the evaluation committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the proposer's proposal.

Proposers may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATION

The scope of work shall encompass the requirements outline in this RFP. The District may add to or delete from the Scope of Work set forth in this RFP. Minor deviations to the specifications as listed, may be considered.

1. SCOPE OF WORK

The purpose of this Request for Proposal is to establish a contract from qualified distributors/suppliers to provide milk products to meet the needs of the Student Nutrition Department for the following approximate period: Beginning in August and ending in June.

The proposers should have experience in providing the products and services as defined in this RFP, including but not limited to:

- A. **Dairy:** Dairy products, including but not limited to, milk and any other dairy product available from proposer.

PRODUCT SPECIFICATIONS

LOW FAT MILK 1%

Low fat milk is to be milk from which sufficient milkfat has been removed to produce a food having a minimum of one percent (1%) milkfat. Low-fat milk is to be pasteurized or ultra-pasteurized, contain added vitamin "A" and "D" and contain not less than eight and one-half percent (8 1/2%) milk solids not fat. Low-fat milk may be homogenized.

Vitamin "A" shall be present in such quantity each quart of the food contains not less than 2000 international units thereof within limits of good manufacturing practice.

Vitamin "D" shall be present in such quantity that each quart of the food contains 400 international units thereof within limits of good manufacturing practice.

The low-fat milk shall be available in plain white unflavored milk.

Chocolate flavored milk and strawberry flavored milk shall be 1%. It is emphasized that both the strawberry flavored milk and the chocolate flavored milk shall be of the quality described.

PACKAGING

CARTON

All cartons shall have an easy to read expiration date. The overall height of the carton shall be three and one-fourth inches (3 1/4") from the base of the carton to the top of the formed gable. The carton shall be paperboard with poly-film coating inside and outside. The carton width shall be two and three-fourth inches (2 3/4"). Cartons shall come packed in uniform milk cases with forty or 50 half-pints per case. The cartons shall not leak. The cartons shall be easily opened by students. Pre-school and kindergarten students will require a minimum amount of assistance with opening. Cases shall be clean and free of odor.

BOX

Box shall be standard milk crate with the capacity large enough to hold 50 1/2-pint milk cartons.

MILK DELIVERY/MAINTENANCE

The awarded proposer will be responsible to stock and rotate milk from milk box and left over products stored in the walk-in cooler to ensure milk products are not expired and to maintain up to date

product upon delivery. Any expired milk shall be taken and credited back to Student Nutrition or replaced.

QUANTITY

Approximately 35% of the milk purchased will be plain white unflavored low-fat milk, 50% of the milk purchased will be chocolate flavored low-fat milk, 10% will be strawberry flavored milk and 5% plain white unflavored whole milk.

It is anticipated that total requirements for low-fat milk will be 8,500 half pints per day for 178 days and for whole milk 40 half-pints per day for 178 days.

Prices for this proposal shall be based on the AUGUST prices by the Department of Agriculture and Associated Milk Producers Federal Market Order.

Successful proposal shall be allowed an escalation price of \$.0008 up or down for each \$.15 per hundred weight change in raw milk prices per the Department of Agriculture and Associated Milk Producers Federal Market Order price list. Documentation for price adjustments shall be provided to the Student Nutrition Department as they occur.

Grades and other requirements specified for items are based on current U.S. standards as applicable. Drained weights, brix values and other related values, as applicable to the items listed in these specifications shall be those required by the U.S. standards and federal specifications in effect at the time of the proposal.

All food products furnished to Clovis Municipal Schools shall comply with the latest standards and regulations established by the federal laws (including the Federal Food, Drug and Cosmetic Act) and the U.S. Department of Agriculture (USDA).

When quality is questioned, the successful vendor will furnish to Clovis Municipal Schools on request, USDA certificates of grade. Any expense incurred in obtaining grade certification shall be the sole responsibility of the vendor and solely borne by the vendor. If any product is found to be below the grade specified, it shall be immediately replaced by the vendor.

A constant check for quality of products will be maintained by CMS and should any product delivered for use be of inferior quality to that which was proposed, it will be just cause for cancellations of the contract. Quality of product includes condition of product packaging at delivery to school.

NUTRITIONAL INFORMATION

Contractor's most current nutritional information for each food items must be submitted with this proposal. All specifications listed in this proposal document are nutritionally approved products. Clovis Municipal School's for audit purposed must request from each company a "nutrition list" of each of their product(s) awarded.

SPECIFICATIONS SHEETS

Product specifications must meet requirements. Please review the specification sheets carefully, as to particular references are made to products. Proposals are to be submitted according to pricing structure.

Submit with your proposal a description of your item, product code, case pack, and price/each. Proposals submitted will be evaluated to determine which proposer(s) offers the best value to Clovis Municipal Schools in accordance with quality, product availability, and accessibility. All items equal or exceeding specifications will be considered.

The “USAGE” quantities are for information only. The amount to be ordered during this proposal period will be determined by need.

All items are to be NEW and of most current production.

SAMPLES

Unless otherwise indicated in the specifications, samples of the items, when required, shall be free of expense to the District. Samples not destroyed or mutilated in testing will be returned upon request, at proposer’s expense. Each sample must be labeled to clearly show the RFP number and item number to which it pertains. Unsolicited samples or descriptive literature, which is submitted at the proposer’s risk, will not be returned.

NEGOTIATION OF RELATED ITEM

During the life of the contract, Clovis Municipal School’s reserves the right to negotiation with successful proposer(s) for pricing on items related to this contract but not specifically named herein.

In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new item(s) and pricing structure. Clovis Municipal Schools reserves the right to add new products within each category as they are introduced to the market.

SUBSTITUTIONS

The contractor is authorized to ***request*** minor changes or substitutions of equal or superior products provided such changes or substitutions shall not affect the products nutritional profile or cause an increase in the contract price or affect the delivery schedule. ***There shall be no substitutes or shipment of more or less than the quantity specified without prior written approval by Clovis Municipal Schools Student Nutrition Department.***

The specifications listed abide by the New Mexico nutrition rules for competitive foods. The contractor must deliver the same requests specified in the pricing sheets from this RFP. A substitution, if approved, shall be billed at the same per unit cost as the original proposed items. A substitution not approved will be refused at delivery and proposer will be responsible for return shipment at no cost to Clovis Municipal Schools.

CONTRACT MANAGER

This contract will be administered and supervised by the Deputy Director of Student Nutrition & Well Being or his/her designee.

ORDER PLACEMENT

Orders will be placed by the Student Nutrition Department. Proposers must have an operational, web-based online ordering system. Order guides must include the proposer’s item number, description, pack size, etc. Emergency orders may be required.

DELIVERY

Milk Products will be delivered to each of the Clovis Municipal School’s individual cafeterias one to two times per week (or the first working day of the week falls on a holiday.)

All deliveries shall be made between 6:00 a.m. to 11:00 a.m. and 12:30 p.m. to 2:00 p.m.

All deliveries shall be made during the food service manager’s working hours without interruption of the school cafeteria’s serving hours. No deliveries will be accepted between the hour of 11:00 a.m. and 12:30 p.m. A list of this information is below:

Cafeteria Delivery List

Clovis High School	1900 Thornton Street
CHS Freshman Campus	1400 North Cameo Street
Marshall Junior High School	100 Commerce Way
Yucca Junior High School	1500 Sycamore Street
Gattis Middle School	5100 N. Thornton Street
Barry Elementary School	3401 Thornton Street
Bella Vista Elementary School	2900 Jefferson Street
Cameo Elementary School	1500 Cameo Street
Highland Elementary School	1121 Maple Street
James Bickley Elementary School	500 West 14th Street
La Casita Elementary School	400 Davis Street
Lockwood Elementary School	400 Lockwood Drive
Mesa Elementary School	4801 N. Norris Street
Parkview Elementary School	1100 East 13th Street
Sandia Elementary School	2801 Lore Street
Zia Elementary School	2400 Norris Street
iAcademy at Lincoln Jackson	206 Alphon

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of Clovis Municipal Schools.

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated. The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

Prompt deliver is of the essence and may be a factor in determining the successful proposer; therefore, delivery time after receipt of order must be stated in definite terms. **PROPOSER/CONTRACTOR OWNS GOODS IN TRANSIT.**

Delays in Delivery

Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by Clovis Municipal Schools. If delay in delivery is foreseen, Seller must notify the Clovis Municipal Schools Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

If delivery of poor product problems arise, contractor will be notified and given the opportunity to correct the problems. Clovis Municipal Schools Student Nutrition Department and/or Procurement Department will make no more than one phone request. If within 5 days after phone notification, meeting and/or written letter expressing the problems have not been resolved, Clovis Municipal Schools reserves the right to cancel the contract and award to the next highest ranked proposal. In the event this should occur, Clovis Municipal Schools procurement and Student Nutrition Departments in conjunction with the contractor will determine a phase out period for ease of transition to a new contractor. At no time will Clovis Municipal Schools be without service.

Inspection

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

Acceptance

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

Buyers Revocation of Acceptance

Requesting department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

Sellers Right to Cure a Non-Conforming Delivery of Goods

The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

Assignments

The awarded Contractor shall not assign nor delegate specific duties as part of this RFP nor transfer any interest nor assign any claims for money due or to become due under this RFP without the written consent of Clovis Municipal Schools.

Contractor's Transport Requirements

All products offered by the proposer in meeting the specification requirements and contracted as a result of this solicitation, must arrive at the schools in pristine packaging and delivery container with the product(s) delivered in excellent condition. The production facility/processing facilities, storage/warehouse and contractor's distribution fleet vehicles (or designated delivery service/delivery containers) shall be free from any unsanitary condition caused by the presence of harmful microorganisms, specified risk materials or chemical residues or filth that could adulterate, cross contaminate and diminish the quality of products.

Purchase order will not specify transport requirements. Proposer's signature signifies understanding of these requirements. Clovis Municipal Schools reserves the right to reject shipments which are not in excellent conditions.

Packing, Shipping and Invoicing

The Price Agreement number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing sheet. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

Purchase Orders and Invoicing Procedures

Price Agreement (PA) will be issued to the successful bidder(s) on all awarded bid items for the duration of the contract. Actual quantities of award items requested by Clovis Municipal Schools and delivered by the bidder will be charged to a blanket purchase order referencing the ITB number and PA. Delivery shall be ticketed separately, showing the Clovis Municipal Schools purchase order, delivery location, and the full signature with printed name underneath of employee receiving the item(s). Initials only are not acceptable and will not be processed for payment. Clovis Municipal Schools will not pay for unauthorized purchases.

Invoices must clearly state the “price agreement” assigned to your company for this fiscal year bidding, the quantity, description, individual prices and total. All information on invoice(s) must be filled out in black ink or typed and readable.

Three (3) invoices on each order will be necessary from the participant. Once copy to be left at the school where delivery is made, one copy for student nutrition and one copy for the participate. Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted to Student Nutrition Department, P.O. box 19000, Clovis, NM 88102-9000. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes. Clovis Municipal Schools will make a good faith effort to work with your company to remedy any problems with invoices. If invoices are not generated as per contract pricing and invoiced properly, Clovis Municipal Schools reserves the right to request corrected invoices.

As a minimum, the following information must appear on all delivery tickets and invoices:

- Price agreement number
- Purchase order number
- Invoice number
- Delivery date
- Item number and Item description
- Quantity shipped
- Unit price
- Total invoice
- Location number
- Recipient’s signature
- Company header

Invoices for payment to be mailed to:

Clovis Municipal Schools
Accounts Payable
P.O. box 19000
Clovis, NM 88102-9000

CREDIT

Credit for product will be issued in the following situations:

- a. Excess milk on day before vacation or end of school year
- b. Cartons can’t be opened by students and/or adults
- c. Cartons /Pouches have sour odor
- d. Crates smell and are dirty
- e. Milk product is sour
- f. Expiration date is not available
- g. Expiration date is expired
- h. Leaky carton/pouch
- i. Foreign object in milk product

Food Protection

Delivered milk products shall be received at a temperature of 41 degrees or below. Refrigerated trucks are required for delivery of all milk products.

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

It is essential that all purchases or agricultural commodities and food products comply with this statutory provision on this proposal.

Warranty/Guarantee

All proposers must guarantee full satisfaction of their product’s use or permit unsatisfactory product to be returned for full money refund. Damaged items will be replaced at no cost to Clovis Municipal Schools.

REQUIREMENTS

The individuals/company shall be fully qualified and licensed to provide services requested.

Environmental Health Inspection Certificate

Clovis Municipal Schools requires a copy of your latest environmental health inspection submitted with your bid. If certificates are not submitted at time of bid opening, Clovis Municipal Schools reserves the right to require them prior to award. All awarded proposers must submit certificates prior to award.

This shall not be an exclusive contract with the vendor for the service and products specified. The school district and each governmental entity reserves the right to purchase like service or products from another vendor if the service or product requested has already been contracted previously or is not currently available from the vendor(s) under this bid.

2. MANDATORY SPECIFICATIONS

Proposers must provide a written response and/or a reference for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Proposers should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

COMPANY INFORMATION

1. Total number and location of sales persons employed by your company in the United States:

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States.

3. Number and location of support centers (if applicable).

4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under this Contract.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Provide a list with contact information of your company's ten largest public agency customers, excluding federal. U.S. Communities Advisory Board Members are to be excluded from the list provided.
8. Provide a list with contact information of any public agency contracts lost within the last year due to performance issues, excluding federal.

DISTRIBUTION

1. Describe your company's experience with multi-unit customers during the past five years, including any experience with school districts and/or school district buying groups.
2. Describe how your company proposes to distribute the Products.
3. Describe your company's capacity (frozen, chilled, dry) to handle contract volume.
4. Provide the number, size and location of your company's distribution facilities, warehouses and branches as applicable.
5. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
6. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
7. Provide the number of delivery trucks your company has currently in operation. Include the average age of your fleet and whether fleet is leased or owned. Provide the number of compartments the trucks have (frozen, chilled, dry).
8. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
9. Please describe your company's position on fuel surcharges.
10. Please describe how your company will handle special order products, Holiday items, etc.

PRODUCTS, SERVICES AND SOLUTIONS

1. Describe your company's capabilities with "FRESH" product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produced sources?
2. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution.
3. Please describe your capability to provide nutritional information on all food products in an electronic and searchable format.

4. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

QUALITY

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Provide facility inspection reports for the past 12 months.
5. Provide OSHA inspection reports for the past 12 months.

ADMINISTRATION

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically.

STAFFING PLAN

A staffing plan is required which describes the Supplier's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

REFERENCES

Proposers shall provide a minimum of three (3) references for whom they have performed similar work during the past two (2) years.

ADDITIONAL INFORMATION

Please use this opportunity to describe any/all other features, advantages and benefits of your organ

Provide a description of the special experience, capabilities, and technical resources that can be contributed to this contract by the submitting firm. Please verify contact information prior to submission (especially the phone number and E-mail). Failure to verify contact information may result in a significant reduction in your firm's reference scoring if we are unable to contact the reference firm.

PRICE

Proposer's must complete the Price Proposal Form and submit prices on the Pricing Spreadsheet-Exhibit 1. Prices shall be provided by the proposer when required. The proposer shall enter "No Proposal" for each item where a price will not be offered.

V. EVALUATION

The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of CMS. Submittals will be evaluated on a combination of factors. They include, but are not limited to the following criteria listed below.

The proposal package will be evaluated based on the responsiveness to the criteria described below with those criteria's values weighted as follows:

Category	Maximum Score
Technical Proposal	
Conformance to the Specifications and Scope of Work Requirements	20 Points
Proven experience of the proposers success in providing Student Nutrition Milk Products for Pre-K – 12th Grades	20 Points
Qualifications and Capabilities	20 Points
Total Technical Proposal	60 Points
Price Proposal	40 Points
<u>TOTAL</u>	100 Points

Note: FAILURE to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Chief Procurement Officer.

The evaluation of each Proposer's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Proposal}}{\text{This Proposer's Proposal}} \times \text{Available Award Points}$$

A. EVALUATION PROCESS

1. All Proposer proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Proposer for clarification of the response as specified in this RFP.
3. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Proposers with the highest scores will be selected as finalist Proposers, based upon the proposals submitted. The responsible Proposers whose proposals are most advantageous to the District taking into consideration the evaluation factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

4. All calculations of point standings, including any addition or deduction of points to Proposer submittals shall occur at a meeting of the Evaluation Committee, with all members in attendance.
5. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:
 - a. Scoring Numerical Ranking
 - b. Firm A Tie $(1^{st} + 2^{nd})/2=1.5$
 - c. Firm B Tie $(1^{st} + 2^{nd})/2=1.5$
 - d. Firm C Third =3
6. A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by a separate ranking by the committee members, only ranking the firms involved in a tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the chairman of the Evaluation Committee or Chief Procurement Officer.
7. The Chief Procurement Officer shall notify all finalists in writing of the final results of the interviews, if held, and the overall selection process.

***NOTE: Please read all of the RFP documents carefully for mandatory requirements.**

B. METHOD OF AWARD

Clovis Municipals Schools intends to award this Project to the highest ranked Proposer in accordance with the Request for Proposal. Clovis Municipal Schools reserves the right to reject any and all proposals, to waive technical irregularities, and to award the contract to the Proposer whose proposal it deems to be in the best interest of Clovis Municipal Schools.

The contract shall be awarded to the Proposer or Proposers whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

VI. PRICE PROPOSAL FORM

PROPOSER'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

RFP NO.: 1920-206 **Student Nutrition Milk Products for Pre-K – 12th Grades**

This Proposal is submitted to Owner:

CLOVIS MUNICIPAL SCHOOL DISTRICT

1009 N. MAIN STREET

CLOVIS, NM 88102

Phone (575) 769-4453

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an agreement with the Owner in the form included in the RFP Documents to perform and furnish all Work as specified or indicated in the RFP Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.
2. The Proposer accepts all of the terms and conditions of the Request for Proposals and Instructions to Proposers, including without limitation those dealing with the disposition of proposal security and other Proposal Documents. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening. The Proposer shall sign and submit the Agreement between Owner and Contractor and other documents required by the Proposal Requirements within ten (10) days after the date of the Owner's Notice of Award.
3. In submitting this Proposal, the Proposer represents, as more fully set forth in the Agreement, that:
 - A. the Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____	Title: _____	Date: _____
No. _____	Title: _____	Date: _____
 - B. the Proposer has familiarized himself/herself with the nature and extent of the Proposal Documents, Service, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Services;
 - C. this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from Proposing; and the Proposer has not sought by collusion to obtain for himself/herself any advantage over any other Proposer or over the Owner;

- D. the Proposer agrees to show clearly on the envelope in which the Proposal is submitted the Project Name and Number, and RFP Number; and,
 - E. the Proposer will complete the Services for the following price(s) (do not include any gross receipts tax in the price(s).
3. A proposal must be submitted on all proposal items. Segregated proposals will not be selected by the Owner. NOTE: This cost does not include New Mexico Gross Receipts Tax.
 4. Proposer's must complete the Pricing Spreadsheet – Exhibit 1. The proposer shall enter “No Proposal” for each item where a price will not be offered.

Please check your calculations before submitting your proposal; the Agency will not be responsible for miscalculations.

Payment terms (OPTIONAL)

Proposer offers a _____% discount for payments made within _____ days of acceptance of the goods or services shown on a correct and valid invoice.

(Terms of less than twenty (20) days will not be considered.)

Following information must be attached.

_____List of any deviation from specifications

5. The Proposer agrees that: It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the proposals.
6. The terms used in this Proposal and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Proposal Documents, have the meanings assigned to them in those Conditions.

Authorized Signature/Local Representative Date Signed

Type Name and Position Held with Company

APPENDIX A

DISTRIBUTION LIST RESPONSE FORM

**APPENDIX A
DISTRIBUTION LIST RESPONSE FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Attachment B and hereby discloses an intent to propose.

The Distribution List Response Form should be signed and returned to the Chief Procurement Officer no later than the date and time as indicated in the sequence of events. Only potential Proposers who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Proposer written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. For clarity, type the information in the form. The Owner will not be responsible for incorrect or non-legible information submitted by Proposer.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Heather Nieto, Chief Procurement Officer

RFP # 1920-206 Student Nutrition Milk Products for Pre-K – 12th Grades

Clovis Municipal School District
1009 N Main Street
PO Box 19000
Clovis, NM 88102
Fax: 575-769-4333
E-mail: heather.nieto@clovis-schools.org

APPENDIX B

LETTER OF TRANSMITTAL FORM

**APPENDIX B
LETTER OF TRANSMITTAL FORM**

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned proposer (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Proposer has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No: _____

Email: _____

Signature of Authorized Representative: _____

Type or legibly print name of above: _____

Contractor's License# (if applicable): _____

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.: _____

Email Address: _____

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

Authorized Signature

Date

APPENDIX C

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

APPENDIX C

Conflict of Interest and Debarment/Suspension Certification Form

CONFLICT OF INTEREST

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

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Clovis Municipal Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Clovis Municipal Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____

List below the name(s) of any Clovis Municipal Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Clovis Municipal Schools' Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

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

Signature: _____ Date: _____
Name of Person Signing (typed or printed): _____
Title: _____
Email: _____
Name of Company (typed or printed): _____
Address: _____ City/State/Zip: _____
Telephone: _____ Fax: _____ Email: _____

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“Campaign Contributions” 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 on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official on the District Board of Education:
Shawn Hamilton – Kyle Snider – Paul Cordova – Terry Martin – Cindy Osborn

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

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) _____

APPENDIX E

NON-COLLUSION AFFIDAVIT FORM

APPENDIX E

Non-Collusion Affidavit Form

Company Name: _____

Address: _____

City, State, Zip Code: _____

I, _____, of the _____ in the
Name City
County of _____, State of _____ am
of full age, being dully sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the proposer making the Proposal for goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority in any collusion or otherwise taken any action in restraint of free competition in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ (Company Name) relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understating for a commission, percentage, brokerage or contingent fee, except bona fide employees or bon fide established commercial or selling agencies maintained by:

Company Name

Authorized Signature, Title, and Date

APPENDIX F

BUY AMERICAN PROVISION FORM

APPENDIX F
BUY AMERICAN PROVISION

The Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. SFAs are reminded that when funds are used from the nonprofit food service account, procurement transactions for food products on the commercial market must comply with the Buy American provision, whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Some examples of entities purchasing on the behalf of SFAs include: food service management companies, group purchasing organizations, or cooperatives of schools purchasing shared goods and services, or through an inter-entity agreement, etc. If SFAs have difficulty ensuring that food products meet this regulation, FNS encourages a specification to be included in solicitations and contracts that only 100% domestically grown and processed products are approved for purchase.

The Buy American Provision Supports Local and Small Businesses

Using food products from local sources supports small local farmers and provides healthy choices for children in the school meal programs. Purchasing from these entities also supports the local economy. Compliance with the Buy American provision may also encourage SFAs to work with local, or small, minority, and women-owned businesses. Federal regulations require SFAs to take all necessary affirmative steps, when possible, to assure that small, minority, and women-owned business enterprises are used (2 CFR Part 200.321). These entities may also be good sources for products of the United States, or its territories. FNS encourages purchasing food products from local and regional sources when expanding farm to school efforts as well.

LIMITED EXCEPTIONS

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of the domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food product should be considered. For example, SFAs should ask:

- ❖ Are there other domestic sources for this product?
- ❖ Is there a domestic product that could be easily substituted, if the non –domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- ❖ Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and /or availability change?

Again, although exceptions to the Buy American provision exist, they are to be used as a last resort. These exceptions, as originally outlined in the 2012 guidance, are:

- ❖ The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- ❖ Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

If a SFA is using one of the above exceptions, there is no requirement to request a waiver in order to purchase a non-domestic product. SFAs must, however, keep documentation justifying the exception(s).

Buy American

Contractor must comply with the Buy American Act (7 C.F.R. 210.21), which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. Pursuant to the Buy American Act, the term “domestic commodity of product” means; (i) an agricultural commodity that is produced in the United States; and (ii) a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Signature of Company Representative: _____ **Date:** _____
(Company Name /Certifying Official Signature)

Buy American Requirements

The following three documents (hyperlinks) are consistent in defining the Buy American requirements.

1. Richard B Russell National School Lunch Act (n)1 (A) and (B)
2. 7 CFR 210.21 Procurement, (3) d and
3. SP 20-2006: Procurement questions related to the Buy American Provision

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A “domestic commodity or product” is defined in the Federal regulations as:

- i. an agricultural commodity that is produced in the United States (U.S.); and
- ii. a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

The language about ‘*substantially*’ using U.S., agricultural commodities is referring to products that are processed in the U.S., comprised of at least 51% domestic ingredients. According to the regulations, a food product must meet a two-part test to be considered a domestic commodity or product: (1) the food product must be processed in the U.S.; and (2) the food product must be processed substantially using agricultural commodities that are produced in the U.S. There is no further need to determine whether 51% of a foreign product consists substantially of agricultural commodities that are produced in the U.S., because the product does not meet the first part of the test as it is not processed in the U.S.

Waivers to the Buy American provision are rare. While the Food and Nutrition Service (FNS) sets the Buy American requirements by which States and SFAs must abide, keep in mind that USDA is not a part to the contract between the SFA and its food supplier. It is the responsibility of the SFA to document that there is basis for allowing an exception (waiver); it is unacceptable for exceptions to be granted without substantial evidence that either of the two following situations have occurred:

- 1) The product is not produced or manufactured in the U.S., in sufficient and reasonable available quantities of a satisfactory quality; **and**
- 2) Competitive bids reveal the costs of a U.S.; product is significantly higher than the foreign product. Availability, cost, and quality are factors an SFA must weigh when considering the purchase of non-domestic products. The SFA needs to review current market information to determine if purchasing a specific non-domestic product meets one or more of the exceptions to the Buy American provision.

SFAs are encouraged to include in their bidding process a requirement for certification similar to: “We require that suppliers certify the percentage of U.S., content in products supplied to us. If you are unable or unwilling to make such certification, we will not purchase from you.” Appearing under this statement could be the sentence, “We certify that our U.S., processed ____ have at least ____% U.S., content,” with space for the supplier to fill in the name of the product and its percentage of domestic content. The SFA’s active role in clarifying the Buy American provision to all contractors in the bidding process helps ensure that contractors have a clear understanding of the Federal requirements and the ingredients contained in a product during the manufacturing process do not contain significant foreign content. Additionally, the best tool an SFA has to ensure that the Buy American provision is being followed is its contract with the distributor. If an SFA writes a contract with specific provisions and administers its contract properly, many conflicts or issues with the distributor can be avoided.

It is important for both SFAs and distributors to recognize that the determination as to whether a product meets the requirements of the Buy American Contractual provision rests with the SFA; it is not enough to assume that a product with a well-recognized American brand name or a product supplied by a domestic foodservice distributor complies with the Buy American provision. Distributors/suppliers should, in good faith, facilitate this process and provide the SFA with sufficient information regarding the country of origin for each end product in order for the SFA to make a determination. These efforts will enable distributors and suppliers to provide SFAs with products that meet the specifications of their contract. A brief description of the Buy American Requirement is printed behind the front cover of the Food Buying Guide for Child Nutrition Programs.

APPENDIX G

***BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE CERTIFICATION AND CLEAN
AIR AND WATER ACT***

APPENDIX G

Byrd Anti-Lobbying Amendment Compliance Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who falls to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Clean Air and Water Act

I, the proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1369), Executive Order 117389 and Environmental Protection Agency regulation, 40 CRF Part 15.

Company Name: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

ATTACHMENT A
CERTIFICATE OF INSURANCE

ATTACHMENT B

ATTACH CMS VENDOR FORM AND W-9

**Clovis Municipal Schools
Vendor Information**

FOR OFFICE USE ONLY

V#:

PLEASE RETURN THIS FORM

Ordering Information	Remit Information
	(Only complete if different than Ordering Information)
<i>Company Name or Individual Name</i>	<i>Company Name or Individual Name</i>
<i>dba (Doing Business As)</i>	<i>dba (Doing Business As)</i>
<i>Mailing/Street Address</i>	<i>Mailing/Street Address</i>
<i>City, State, Zip</i>	<i>City, State, Zip</i>
<i>Phone #</i>	<i>Phone #</i>
<i>Toll Free #</i>	<i>Toll Free #</i>
<i>Fax #</i>	<i>Fax #</i>
E-MAIL ADDRESS	
Tax Numbers	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <i>Federal ID #</i>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <i>NM CRS ID #</i>
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <i>Social Security #</i>	
ORGANIZATION OF BUSINESS <input type="checkbox"/> Individual <u>or</u> <input type="checkbox"/> Business <u>and</u>	OWNERSHIP OF BUSINESS (check one) <input type="checkbox"/> Corporation Limited Liability Company: <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S Corporation <input type="checkbox"/> Government entity <input type="checkbox"/> Partnership

PLEASE REVIEW THE TERMS AND CONDITIONS OF CONDUCTING BUSINESS WITH CLOVIS MUNICIPAL SCHOOLS ON THE REVERSE SIDE OF THIS FORM

I certify that the information provided is true and accurate to the best of my knowledge as of the date indicated below and that I have the authority to act on behalf of the above named company in this regard. I have reviewed the Terms and Conditions of conducting business with Clovis Municipal Schools as listed on the reverse side of this form, and agree to conduct business as stated.

I further certify that there are are no persons holding a financial interest in the above entity employed by CMS.

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NAME AND TITLE (Please Print)	SIGNATURE	DATE
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RETURN THIS COMPLETED FORM TO:
 Clovis Municipal Schools
 P O Box 19000
 Clovis, NM 88102-9000
 FAX (575) 769-4333

