Central New Mexico Community College  
Purchasing Department  
525 Buena Vista SE / PO Box 4586  
Albuquerque, NM 87106 / 87196-4586

REQUEST FOR PROPOSALS NO.  P-294  
TITLE: Campus Food Service Program

DUE DATE: March 19, 2010
TIME: 3:00PM Local Time

BUYER: David Martinez (505) 224-4546  
davidm@cnm.edu

TECHNICAL CLARIFICATION: David Martinez

NUMBER OF RESPONSES REQUIRED: One
PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO VENDORS
The Central New Mexico Community College (CNM) invites you to submit a proposal for the services specified in this Request for Proposals. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request for Proposals may result in your proposal being declared non-responsive. The purchase of materials and/or services awarded under this Request is subject to CNM’s General Terms and Conditions as well as all statements contained in this Request for Proposals.

All terms and conditions of the Request for Proposals shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the vendor are hereby rejected unless mutually agreed upon in writing by CNM and the successful offeror(s). The New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To submit a proposal, provide a type written document responding to the scope of work/services, specifications, and evaluation criteria contained herein. Complete the form labeled “Signature of Firm’s Authorized Representative” and submit it with the original of your proposal. CNM does not desire responses with fancy binders, binding, or sales literature. Instead, vendors’ proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals’ organization so that the Request and your proposal can be cross-referenced during the evaluation process.

Likewise, information in your proposal should be presented in same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

The completed proposal package must be placed in a sealed envelope and submitted to the above address no later than the time and date specified above. Failure to properly identify this RFP # and Bid Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or proposal preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the proposal due date. Technical questions concerning scope of work, CNM’s requirements, needs or expectations and the vendor’s requirements, needs or expectations must be directed to the technical clarification contact listed above. If a technical clarification contact is not listed above, then all such questions must be directed to the Buyer listed above. If appropriate in CNM’s sole judgement, CNM Purchasing may issue a written Amendment or addendum which shall thereby become part of this Request for Proposals. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time. Your reliance on any such oral interpretations shall be deemed to be unreasonable.

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SECTION A
STANDARD PROPOSAL TERMS AND CONDITIONS

1. ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM. Vendors shall acknowledge receipt of any amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Request for Proposals or the resultant price agreement shall be in writing and delivered in person or via first class mail to the following address:
   Central New Mexico Community College
   Purchasing Department
   525 Buena Vista, SE
   Albuquerque, NM 87106

3. AWARD OF PROPOSALS. CNM reserves the right to award this proposal based on price and any other evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to CNM, taking into consideration the evaluation factors set forth in this Request for Proposals.

4. CANCELLATION. CNM reserves the right to cancel without penalty this Request for Proposals, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

5. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

6. DISCREPANCIES. Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, in writing, prior to the established opening date.

7. ERRORS. CNM is not liable for any errors or misinterpretations made by the vendor responding to this Request for Proposals. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor’s proposal may, at the sole discretion of CNM, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.

8. GENERAL TERMS AND CONDITIONS. CNM’s General Terms and Conditions are an equal and integral part of this Request for Proposals.

9. WARRANTY. Vendor warrants the goods, materials, supplies or services furnished to be exactly as specified in the order, free from defects in design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by vendor. All applicable UCC warranties, express and implied, are incorporated herein and shall be made a part of any resultant price agreement/contract.

10. GOVERNING LAW. This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

11. INVITATION TERMS PART OF CONTRACT. This Request for Proposals along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.

12. LATE SUBMISSIONS. Late submissions of proposals will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal is the only one received. All other late submissions will be returned unopened.

13. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.

14. NUMBER FOR PROPOSAL CLARIFICATION. The Vendor should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

15. OSHA REGULATIONS. The successful Vendor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Request for Proposals. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The successful Vendor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.

17. PERIOD FOR PROPOSAL ACCEPTANCE. The Vendor agrees, if its proposal is accepted within ninety (90) calendar days of the closing date, to furnish the goods and services at the prices set forth in its proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Request for Proposals.

18. POTENTIAL COSTS UNSPECIFIED. The Vendor shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Request for Proposals including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Request for Proposals. All such costs shall be identified in the proposal and separately stated in the price or pricing proposed in the proposal.

19. PROPOSAL OPENING. Proposals will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. This is not a public opening and contractors are not invited to attend.

20. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

21. RELEASES. Upon final payment of the amount due under the terms of the resultant agreement, the successful vendor shall release CNM, its...
Governing Board, officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The successful vendor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the successful vendor to do so and then only within the strict limits of that authority.

22. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Request For Proposals.

23. RESPONSIBLE VENDOR. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Request for Proposals). Vendor shall provide audited financial statements if requested by CNM.

24. RESPONSIVENESS OF PROPOSALS. Vendors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.

25. SEVERABILITY. If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

26. SIGNATURE. The response must be signed by an authorized representative in order for proposal to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with proposal response.

27. STATUS OF VENDOR. The successful vendor is an independent contractor performing services for CNM and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/ her for income, self-employment and other applicable taxes.

28. SUBCONTRACTORS. Any work subcontracted by the successful vendor shall require the prior written approval of the subcontractor by CNM.

29. TAXES. CNM is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.

30. TECHNICALITIES. CNM reserves the right to waive any technical irregularities in the form of the proposal of the highest evaluated vendor which do not alter price, quality or quantity of the services, construction or items of tangible personal property offered.

31. TELEGRAPHIC/FACSIMILE SUBMITTALS. Telegraphic/Facsimile proposal submittals will not be considered. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

32. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn by written notice, telegram or in person by a vendor or an authorized representative any time prior to the award. Proposals requiring proposal security may result in forfeiture of the security if the proposal is withdrawn following the opening.
SECTION B
SUPPLEMENTARY PROPOSAL TERMS AND CONDITIONS

1. ALTERNATE PROPOSALS. The brand names, part and or catalog numbers are used to describe the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Alternate proposals will be accepted and considered provided they are equal to and meet all specifications of this Request for Proposals which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and or technical specifications. Failure to do so may cause offer to be declared non-responsive. CNM reserves the right to make the final determination of whether an alternate proposal is equal. It is the contractor’s responsibility to provide, as part of the proposal, descriptive literature and specification information on all alternates offered. If the proposal is not clearly identified as an alternate item, it is understood that the items are offered as specified.

2. CONFIDENTIALITY. Any information provided to or developed by the successful vendor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the successful vendor without prior written approval of CNM.

3. CONSTRUCTION RECORD DRAWINGS. The successful vendor will be required to provide CNM, upon completion of the work, three (3) sets of record drawing(s) showing any changes from the contract drawings (especially electrical, plumbing, utility lines, etc.) added or affected by the work the contractor has performed, unless provisions for pre-approval of drawings is contained elsewhere in this Request for Proposals.

4. CONTRACT FOR SERVICES. CNM’s purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding contractor’s proposal) shall take precedence, followed by the provisions of the Request for Proposals, and then by the terms of the vendor’s proposal.

5. FORCE MAJEURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

6. INSURANCE REQUIREMENTS. The successful vendor is required to carry insurance meeting the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. The successful vendor must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement. It is the contractor’s responsibility to provide, as part of the proposal, descriptive literature and specification information on all alternates offered. If the proposal is not clearly identified as an alternate item, it is understood that the items are offered as specified.

7. OPTION TO RENEW. CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

8. OWNERSHIP OF MATERIAL. During the term of the resultant agreement, ownership of all data, material, and documentation originated and prepared by the successful vendor for CNM shall belong exclusively to CNM.

9. PACKAGING. Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the contractor’s expense.

10. PERFORMANCE BONDS. CNM reserves the right to require a performance bond or other suitable surety in an amount up to $200,000.00. If CNM requires a bond it must be executed by the successful vendor and a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance bond if required must be received by the buyer issuing the award within 14 days of the award and must reference this Request for Proposals Number on the face of the document.

11. PROPOSAL NEGOTIATION. Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible vendors who submit offers found reasonably likely to be selected for award.

12. SITE INSPECTION. The site(s) referenced in this document are available for inspection. Arrangements can be made by calling the contract for Technical Clarification shown on the cover page. Note, vendors shall not consider any comments made by employees of CNM to be modifications to the proposal specifications unless distributed as a written amendment to this proposal by CNM’s Purchasing Department. All requests for clarification must be submitted in writing to CNM’s Purchasing Department to receive consideration. Such requests must be submitted no later than five (5) days prior to the proposal due date.

13. STATE AND LOCAL ORDINANCES. The successful vendor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

14. SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE. It may be necessary to test samples or have demonstrations to make an award. Samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Vendor’s request and expense. Samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by an Vendor to condition the proposal response, unsolicited samples or descriptive literature shall be submitted at the Vendor’s risk.

15. SUBMITTALS. To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of
work/services, specifications, and evaluation criteria contained herein. Vendors are to submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal.

**Technical and Cost proposals must be submitted in separate, sealed envelopes. Note, no cost information is to be included in the vendors' technical proposal.** The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope.

Note, if you wish to offer more than one proposal, clearly label each additional offer as an alternate proposal and submit all responses in the same envelope/package as the original proposal.

16. **TERMINATION.** Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.

Termination for convenience of CNM. On fifteen (15) business days written notice to Contractor, CNM may terminate the Agreement in whole or in part for its own convenience in the absence of any default by Contractor. In the event of a no-cause termination, CNM shall terminate the Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any other materials developed under the Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

17. **ARBITRATION.** In an effort to resolve any conflicts that arise during the term of a resultant Agreement, the contractor and CNM shall agree that all disputes between them arising out of or relating to the Agreement shall be submitted to nonbinding mediation unless the parties agree otherwise. The expense and fees of mediation shall be borne equally by the parties. In the event the dispute is not resolved by mediation, the dispute shall be submitted to arbitration at the choice of either party and shall be governed by the New Mexico uniform Arbitration Act (N.M. Stat. Ann. Section 44-7-1 et seq.). All cases for arbitration shall be submitted to a panel of three arbitrators, one of whom shall be named by CNM, one by Contractor, and these two to select the third member of the panel. A majority decision of the panel shall be considered binding. The expenses and fees of the arbitration panel shall be borne equally by the parties. The committee shall not have the power or authority to award punitive damages or to shift costs or attorney’s fees from one party to another. Either party shall have the right to apply to a court of the Second judicial District court of the State of New Mexico to reduce the arbitration panel’s award to judgment.
GENERAL TERMS AND CONDITIONS

SECTION 1.

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of products and services shall be made at the destination. Any testing or inspection procedures required by the specifications are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including purchase orders and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require Seller to pay as full compensation for losses or damages arising out of such failure. If any such changes affect the cost of, or the time required for performance of this order, appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of the notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM's Purchasing department may make changes within the general scope of this order by giving written notice to Seller and subsequent confirmation of such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of the notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for damages suffered by CNM, including incidental and consequential damages.

7. Performance. Seller shall be liable for latent defects, fraud, or such gross misrepresentation as amount to fraud. A acceptance of performance shall not waive CNM's right to claim damages for breach.

8. Equal Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

9. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained or resulting from or arising out of performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses, including attorneys fees, in connection with or resulting from such suit or action.

10. Patents and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trade mark, or other property right of any third party, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

11. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

12. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13.3-158, NM SA 1978.

13. Contingent Changes. As used in this paragraph, the word “Seller” includes Seller and its subsuppliers at any tier.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to the work performed under this invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims and expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any state agency of local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any state agency or local public body.

SECTION 2

GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “Central New Mexico Community College” and the “Director of Purchasing, respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

- Anti-kickback Procedures
  - Buy American Act
    - Contract Work Hours and Safety Standards Act-Overtime Comp.
  - Equal Employment Opportunity
  - Notice to the Government of Labor Disputes
  - Preference for U.S. Flag Air Carriers (For internal air travel)
  - Service Contract Act of 1965 (Reserved)
  - Termination for Convenience of Government
    - Education and other Nonprofit Institutions

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

- On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.

RFP # - 294 Tuesday, February 23, 2010 A dvertise
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SECTION D: SCOPE OF WORK, SPECIFICATIONS AND EVALUATION CRITERIA

Central New Mexico Community College (CNM), is requesting proposals TO MANAGE AND OPERATE THE COLLEGE’S CAMPUS FOOD SERVICE PROGRAM per the following scope of work and specifications. Central New Mexico Community College is committed to providing a high level of student satisfaction based on industry standards of quality presentation and services at an economical expense. The Successful Offeror will be responsible for the preparation of meals/snacks in an efficient and sanitary manner at the Main, Montoya and Westside Campuses. The Successful Offeror will design a program that enhances the students’ quality of life and contributes significantly to the total educational experience. The menu used must provide a variety of meals that are nutritionally balanced and appealing to students and staff.

The Campus Food Service Program is currently being operated Monday through Thursday, 7:00 AM to 6:00 PM, year round with the exception of breaks between terms, see Exhibit C, calendar. CNM shall define the hours/days of operation for the Campus Food Service Program and control the quality, extent, and general nature of the Campus Food Service Program and the prices charged. CNM’s targeted start-up date for a new agreement is July 1, 2010.

BACKGROUND:

CNM is the largest community college in the State of New Mexico providing year around instruction. Central New Mexico Community College (CNM) has an enrollment of approximately 27,000 students in both the fall and spring semesters with approximately 14,000 students enrolled in the summer term. CNM serves its students at four campuses: Main Campus, 525 Buena Vista, SE; Joseph M. Montoya Campus, 4700 Morris, NE; South Valley Campus, 5816 Isleta, SW; and Westside Campus, 10549 Universe Blvd. NW. A new campus in Rio Rancho is in the construction stage. The Institute offers associate degrees and certificates in a variety of subject areas.

CNM serves the greater Albuquerque area, which is the center of New Mexico’s economy. In fact, CNM has been cited as an important attraction for new employers. The population is approximately 670,000. Major employers include a national laboratory, a leading computer-chip manufacturer, a cereal manufacturer, an increasing number of high-tech firms and the state’s largest university. Tourism and the arts also play significant roles in the area’s economy.

There are currently two (2) CNM employees that work for the Campus Food Service Program. It is CNM’s intent that the two (2) CNM employees remain employees of CNM. However, the Successful Offeror will be responsible for supervising those employees.
TERM OF AGREEMENT:

The term of the resultant agreement arising from this Request for Proposals shall be for an initial term of one (1) year. CNM reserves the option to renew the resultant price agreement, contingent upon fiscal funding, for a period of up to seven (7) additional years if such renewal is found to be in the best interests of CNM. These renewal options will be exercised in increments of one-year terms unless otherwise specified in this Request for Proposals.

SCOPE OF WORK AND SPECIFICATIONS:

1) DEFINITIONS: The following words and phrases when used in this RFP or any amendment/addendum hereto, shall have meanings given to them in this Paragraph:

   A. “Allocated Charge”: A charge established by the Successful Offeror, which is reasonably allocated to CNM, for certain services provided by Successful Offeror to CNM location(s).
   B. “Campus Food Service Program”: Those board, cash, and other related food service operations to be managed by Successful Offeror as described in this RFP.
   C. “Direct Costs”: Costs incurred by the Successful Offeror directly attributable to services provided under this RFP.
   D. “Food Service Facilities”: The areas, improvements, personal property and facilities made available by CNM to the Successful Offeror for the provisions of the Campus Food Service Program as more fully described below.
   E. “Reimbursable Costs”: The Direct Costs, charges, and General and Administrative Expense Allowance to be charged to CNM.
   F. “Servicewares”: Items used in the serving of food and beverages such as chinaware, glassware and silverware.
   G. “Small Expendable Equipment”: Items used in the preparation of food such as pots, pans and kitchen utensils.

2) FACILITIES AND EQUIPMENT:

   A. CNM shall provide Successful Offeror with suitable Food Service Facilities completely equipped and ready to operate, together with such heat, fuel, refrigeration, local telephone service, garbage removal service, and utilities services as are reasonably required for efficient performance of the services as requested in this RFP. The Food Service Facilities shall include adequate sanitary toilet facilities and dressing rooms for Successful Offeror’s employees and appropriate office space and office equipment including, but not limited to, desks, chairs, tables, filing cabinets, and a safe. CNM shall have full access to the Food Service Facilities at all times.
   B. CNM shall furnish building maintenance services for the Food Service Facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all Federal, State and local safety and health laws and regulations with respect to the equipment and Food Service Facilities provided by CNM. Successful Offeror shall periodically prepare a list of CNM’s equipment requiring repair and/or replacement. Successful Offeror shall not loan, rent or remove CNM’s equipment from the premises without the prior written consent of the Director of Purchasing and Materials Management.
   C. CNM shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. At the commencement of operations, Successful Offeror and CNM shall jointly take an opening inventory
of such Servicewares and Small Expendable Equipment, a copy of which shall become part of the agreement. Successful Offeror shall maintain such inventory as a Direct Cost of operation.

D. Successful Offeror shall comply, as a Direct Cost of operation, with all federal, state and local safety and health laws and regulations with respect to the presentation of food, sanitation and use of the Food Service Facilities and equipment. This includes, but is not limited to, the following: all kitchen equipment, including hoods; all work surface areas in the kitchen, floors, ovens, etc.; all storage areas, refrigerators and freezers, chairs, tables and cafeteria areas. The Successful Offeror shall immediately attend to accident spills of any kind.

E. Prior to the commencement of an agreement, an inventory of the furniture, fixtures and equipment furnished by CNM shall be made and approved by CNM and Successful Offeror. CNM shall retain title to all property which it either furnishes to Successful Offeror upon the commencement of an agreement or any time thereafter. Successful Offeror shall use such property only in the performance of the services as requested in this RFP unless CNM authorizes otherwise in writing. Successful Offeror shall not use or remove any other property which it purchases for use at CNM’s premises without the prior written approval of CNM. At the termination, Successful Offeror shall return all CNM provided furniture, fixtures, and equipment in the same condition as when provided, except for normal wear and tear or loss or damage caused by fire, flood or the occurrence of any Act of God. The parties shall attach the inventory list of such furniture, fixtures, and equipment to the resulting agreement within sixty (60) days from the effective date of the agreement. Additions and deletions will be noted as they occur. Any additional property (including fixtures, equipment, supplies for kitchen areas, serving areas, cooking utensils, dishes, glassware, silverware and trays necessary for performance) shall be provided for, maintained and replaced as needed by Successful Offeror. The cost of all such items shall be billed as a Direct Cost of operation.

F. Successful Offeror shall exercise prudent control over the facilities to minimize wear and tear on building and fixtures. Repairs to CNM property necessitated by Successful Offeror's misuse shall be paid by Successful Offeror.

G. Movable equipment furnished by Successful Offeror and not billed as a Direct Cost of operation shall remain the property of Successful Offeror.

H. Successful Offeror shall not display, inscribe, paint, use or fix any sign, picture, advertisement, name, notice or advertising equipment on any part of the inner or outer walls of the premises or elsewhere thereon without the prior written consent of CNM as to color, size, style, material, location and/or design. All such items shall be installed, displayed, maintained and removed as a Direct Cost.

I. CNM shall provide office space for Successful Offeror's management personnel in the space currently designated for such usage.

3) CLEANING RESPONSIBILITIES:

A. Successful Offeror shall maintain, as a Direct Cost of operation, high standards of sanitation and shall be responsible for all routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, refrigerators/freezers, hoods and grease filters). Successful Offeror shall be responsible for laundry and linen services.

B. CNM shall be responsible for the busing and routine cleaning of cafeteria tables and chairs. CNM shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors. In addition, CNM shall be responsible for routine cleaning of all grease traps, ductwork, plenum chambers and roof fans. CNM shall be responsible for trash and garbage removal and extermination service.

4) FOOD SERVICE AND MENUS:
A. Successful Offeror will conduct a campus market analysis at least one time per year in order to determine student traffic patterns and possibilities for additional food outlets.

B. Successful Offeror will attempt to practice sustainability, utilizing green products and strategies when practical and economically feasible.

C. Successful Offeror shall purchase, prepare and serve food, food products, candy and non-alcoholic beverages on CNM’s premises and shall provide meals for resell to its students, faculty, staff and guests at such hours as CNM defines. All meals shall be hot or cold, palatable, served in a timely manner and of the highest quality possible.

D. Successful Offeror shall submit menus to such person as CNM shall designate at least one (1) week in advance of implementation.

E. Successful Offeror shall not keep alcoholic beverages or intoxicating liquors on CNM’s premises and from CNM’s premises, Successful Offeror shall not sell or promote the sale of, give away or otherwise disburse, alcoholic beverages or intoxicating liquors.

F. Successful Offeror’s food service operations shall be subject to unannounced inspections by CNM’s Safety Department and authorized CNM personnel. All foods, beverages, refreshments and related items sold or kept for sale shall be of first quality, wholesome and conform in all respects to the federal, state, and local food and other laws, ordinances, and regulations pertaining to food production, sales and service, and any other franchise requirements.

G. The Successful Offeror will utilize products of the highest quality. The Meat Buyers Guide is to be used as a minimum specification for all primal and fabricated meats. All meats will be processed and manufactured under the supervision of USDA. All foods must be sound and sanitary upon delivery. No preservatives, tenderizers, or coloring agents may be added to any fresh meat or fresh meat products. Minimum grading requirements are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef and Lamb</td>
<td>USDA choice or prime</td>
</tr>
<tr>
<td>Pork</td>
<td>USDA #1</td>
</tr>
<tr>
<td>Poultry, Eggs and Dairy</td>
<td>Grade A</td>
</tr>
<tr>
<td>Canned Vegetables</td>
<td>Grade A (fancy)</td>
</tr>
<tr>
<td>Frozen Vegetables</td>
<td>Grade A</td>
</tr>
<tr>
<td>Fresh Produce</td>
<td>#1 Quality</td>
</tr>
<tr>
<td>Fish and Seafood</td>
<td>Top grade under inspection of Department of Interior</td>
</tr>
<tr>
<td>Baked Goods</td>
<td>Top quality, fresh</td>
</tr>
</tbody>
</table>

H. Successful Offeror shall constantly endeavor to improve the food service operations with a view towards developing maximum gross receipts potential and service to CNM and its faculty, staff and students. Successful Offeror shall provide a continuing program of inquiry into student needs and attitudes towards food service and shall be responsive to these needs by disclosing results, planning, and implementing changes as approved by CNM’s representative(s).

5) PERSONNEL:

A. The Food Service Manager/Director will be treated as a Department Head at Central New Mexico Community College. He/she will submit necessary reports and attend necessary meetings. It is expected that the Director will be aggressive in assessing the interest of the department. When issues arise or when assistance is needed, the Director will not only bring the problems and solutions to Central New Mexico Community College, but will also work closely with the college’s administration to ensure that the best possible service is provided to students, faculty, staff, and guests.
Mexico Community College representative but will use the full resources of the Contractor in formulating recommendations of solutions, policies, etc.

B. All food service employees presently employed by CNM will be retained and will be placed under the direction and control of Successful Offeror as of the effective date of the agreement. During the term of the agreement the Successful Offeror shall have responsibility for the supervision of CNM's employees including scheduling, training, performance review and discipline of such employees, provided the termination of any of CNM's food service personnel for disciplinary reasons must be approved by CNM in writing. In exercising its supervisory responsibilities Successful Offeror shall fully comply with CNM's personnel policies and regulations and any applicable collective bargaining regulations. Successful Offeror shall defend and hold CNM harmless from and against any and all actions, claims or demands of any nature arising out of, or in any way related to, its performance of supervisory duties. The cost of CNM's food service employees shall be a cost of operation paid directly by CNM.

C. As CNM's employees' employment terminate, Successful Offeror shall furnish and pay replacement staff as its employees for duty on CNM's premises for the efficient performance of the Campus Food Service Program. Subject to the paragraph immediately below, the wages, hours and other terms and conditions of Successful Offeror employees shall be set and controlled solely by Successful Offeror. Successful Offeror shall provide from its regional and corporate headquarters expert administrative, dietetic, purchasing, personnel advice and supervision. The number of Successful Offeror employees assigned to duty on CNM's premises shall be mutually agreed upon. Employees of Successful Offeror will be subject to the rules and regulations of CNM while on CNM's premises. Successful Offeror shall assign to duty on CNM's premises only employees acceptable to CNM.

D. All personnel costs, including compensation, payroll costs and fringe benefits of Successful Offeror employees assigned to duty on CNM's premises shall be charged as Direct Costs of operation. "Fringe Benefits" shall mean benefits customarily made available by Successful Offeror to employees of comparable positions and shall include, but shall not be limited to, health and welfare, insurance, pension and profit sharing benefits; educational assistance, vacation accrual, paid time off accrual and training accrual.

E. Successful Offeror shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the Campus Food Service Program. Successful Offeror must affirm that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.

F. Successful Offeror may employ student workers compensated at the applicable minimum hourly wage rate.

6) HEALTH EXAMINATIONS:

A. Successful Offeror shall cause all of its employees assigned to duty on CNM's premises to submit to periodic health examinations, as required by law, and shall submit satisfactory evidence of compliance with all health regulations to CNM upon request. The cost of such examinations shall be a Direct Cost of operation.

7) PURCHASING:

A. Successful Offeror shall purchase in its own name and pay for, as a Direct Cost of operation, all food and related supplies used in CNM's Campus Food Service Program and reportable as cost of goods sold, except as otherwise mutually agreed upon. Such purchases shall conform to quality and grade standards acceptable to the CNM. Successful Offeror shall give preference to local suppliers wherever practical,
shall take advantage of all local trade discounts and shall credit such discounts to CNM’s account. Early payment discounts or discounts exclusively related to Successful Offeror's operation at the CNM’s facilities shall be credited to CNM’s account. Records of such early payment discounts shall be maintained and available for audit by CNM.

B. Where, in consideration of quality, efficiency and/or economy, products are obtained from a meat fabrication shop, bakery, distribution center or other facility which is owned or operated by Successful Offeror or one of its subsidiaries, CNM shall be billed for such items at the lesser of (i) Successful Offeror's most favorable pricing or (ii) prices equal to or lower than the prevailing prices for like grade, quality and quantity of products in the locality at that time.

C. Successful Offeror shall procure all food products and food service supplies necessary for CNM’s Culinary Arts Programs (baking and quantity foods) and bill CNM, by program, for the invoice cost of such item. Successful Offeror shall not purchase such products and supplies in the name of or on the account of CNM without the prior written consent of CNM’s Director of Purchasing and Materials Management.

D. In the event Successful Offeror, either directly or through one of its wholly-owned subsidiaries, furnishes ancillary services necessary to the efficient operation of Campus Food Service Program, the charges to CNM for such ancillary services shall be competitive with the cost of obtaining such services from an independent source in the open market. Billings for such products and services shall be included as Direct Costs of operation.

8) INVENTORY AND FOOD SUPPLIES:

A. Prior to the commencement of operations as described in this RFP, the Successful Offeror and CNM shall jointly undertake an opening inventory of all food and related supplies pertaining to CNM’s Food Service Facilities. A summary of such inventory shall become part of the resulting agreement. During the course of the agreement, title to all such food and supplies shall remain with CNM. At the termination of the agreement, the Successful Offeror and CNM shall jointly take a closing inventory of all food and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against Successful Offeror’s final billing. In the event the closing inventory is greater than the opening inventory, the difference shall be added to final billing, which billing CNM agrees to pay as a Direct Cost.

9) LICENSES, PERMITS AND TAXES:

A. Successful Offeror shall obtain and pay for all federal, state and local licenses, health certifications and permits required for the operation of the Campus Food Service Program and shall collect and pay all gross receipts, sales, use, excise, income and other state and local taxes payable with respect to the food service provided for herein. The cost of all such items, excluding Successful Offeror’s state income tax, shall be a direct cost of operation.

B. Successful Offeror shall be responsible, as a Direct Cost of operation, for securing all required inspections of its food service operations as necessary to comply with federal, state and local law.

10) INDEMNIFICATION:

A. It is expressly understood that Successful Offeror will be an independent Contractor providing food service management and consulting services to CNM. Successful Offeror shall indemnify, defend and hold harmless CNM, its agents, officers and employees, against all claims for loss or damage, including costs and attorney's fees, arising out of Successful Offeror’s performance of the resultant agreement,
except claims for loss or damage arising out of the negligence of CNM, its employees, agents or servants, to the extent caused by the negligence of CNM, its employees, agents or servants.

B. In cases where damage or malfunction is caused by Successful Offeror’s negligence, Successful Offeror shall make and pay for the necessary repairs and/or replacement of equipment or facilities, and shall not be entitled to charge the cost of such repairs or replacement back to CNM.

11) FISCAL ARRANGEMENTS:

A. Unless otherwise provided herein, all facilities, equipment and services to be provided by CNM shall be at CNM’s expense. Successful Offeror shall be reimbursed for all Reimbursable Costs of incurred by Successful Offeror in providing services pursuant to this RFP. In addition, Successful Offeror shall receive a management fee (to be determined) per year. The total of such costs and fee shall collectively be referred to as Successful Offeror’s “entitlement”.

12) ACCOUNTING.

A. The Successful Offeror shall be responsible for the collection, retention, and accounting for the revenues from sales.

B. The Successful Offeror shall be responsible for the preparation of an annual budget to indicate a detailed accounting of anticipated revenues and planned expenditures for the respective fiscal year and must operate within that budget.

C. Accounting Period Defined: The term "accounting period" shall mean calendar month.

D. Accounting Period Billing: Within ten (10) days after the end of each accounting period, Successful Offeror shall submit to CNM, at the place designated on the purchase order issued by CNM, an invoice for its entitlement. Successful Offeror's billing for each such accounting period shall be itemized and shall include all such itemized charges comprising the entitlement on a single invoice.

E. Accounting Period Operating Statement and Notification of Billing Adjustment: Within thirty (30) days after the end of each accounting period, Successful Offeror shall submit to CNM an operating statement for such period. Any difference between the amount of the invoice previously submitted for the accounting period and the amount shown on the operating statement as owing to Successful Offeror for the accounting period shall be reflected in the subsequent accounting period billing.

F. Payment Terms: All invoices submitted by Successful Offeror to CNM shall be paid in accordance with the State of New Mexico Procurement Code section 13-1-158.

13) MARKETING CONCEPTS:

A. The Successful Offeror shall be responsible for promotion and marketing activities to achieve and maintain the highest optimal level of participation by students and staff members.

B. It is the goal of Central New Mexico Community College to have regular (defined as no less than monthly) promotions and special events designed to relieve the monotony of dining in one facility every day. You should supply a representative sample of ideas used at comparable accounts which would be appropriate for Central New Mexico Community College. Any ideas for increasing Central New Mexico Community College employee participation will be appreciated also.

C. Successful Offeror shall install and operate its marketing concepts and selected National Branded concepts on CNM’s premises in accordance with the respective franchise agreements between Successful Offeror and such franchisers, if requested by CNM. Successful Offeror shall operate each National Branded concept for the duration of the applicable franchise agreement and at all times subject to the
continuing approval of the franchiser, as appropriate. All costs associated with the installation and operation of the National Branded concepts shall be borne by CNM, including any royalty payable to the franchisers pursuant to the franchise agreement between Successful Offeror and the franchisers. Any costs incurred by Successful Offeror in connection with the installation and operation of the National Branded concepts shall be charged as Direct Costs of operation. Title to the equipment shall immediately vest in CNM upon the payment of the purchase price, subject to the franchiser’s right to repurchase its equipment and signage pursuant to the franchise agreement between Successful Offeror and such franchiser and Successful Offeror’s obligation to remove the franchiser’s logos and other trade dress.

14) RENEGOTIATION:

A. The fiscal arrangements shall be based on conditions in existence on the date Successful Offeror commences operations, including by way of example, CNM’s student and employee population, labor, food and supply costs, federal, state and local taxes, and license and permit fees. In the event of a change in conditions, the fiscal arrangements shall be renegotiated on a mutually agreeable basis to reflect such change.

15) FORCE MAJEURE:

A. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this RFP, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, Successful Offeror shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to Successful Offeror and CNM. CNM shall not be obligated under this Paragraph to make such request, the decision to make or not make such request shall be within CNM’s sole discretion and CNM shall incur no liability to Successful Offeror on account of its decision, if any, not to make such request.

16) ACCURATE BOOKS AND RECORDS:

A. Successful Offeror shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such records for a period of at least three (3) years from the end of each calendar year in which such food operations were conducted. Such records may be audited by CNM at any time during regular working hours and, pursuant thereto; Successful Offeror shall make such records available to CNM on reasonable notice.

17) RELEASES/LIENS:

A. Upon final payment of the amounts due, Successful Offeror shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the agreement. Successful Offeror shall not purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized Successful Offeror to do so and then only within the strict limits of that authority.

B. Successful Offeror shall keep CNM and its property free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to Successful Offeror.
18) **CONTROL OF SECURITY AND KEYS:**

A. Successful Offeror shall be responsible for keys issued in accordance with CNM’s policy. Successful Offeror shall immediately report security compromises and losses incurred as a result of break-in or theft to CNM’s Security Department.

B. Keys supplied by CNM shall not be duplicated or removed at any time from the premises. Should keys be lost or should it be shown that duplication of the keys provided to Successful Offeror has occurred, Successful Offeror shall reimburse CNM for the cost of re-keying all exterior locks, doors, gates, etc. to the facility. Duplicating of keys without authorization of CNM may result in termination of the agreement.

C. Successful Offeror and its employees and agents shall comply with all CNM’s rules and regulations governing access, key control, and conduct on campus property. CNM shall provide Successful Offeror’s personnel with identification required for entrance into or exit from campus premises during normal work hours. It shall be the responsibility of Successful Offeror to return any and all identification to CNM within one (1) day of such personnel no longer being employed at CNM’s premises or for employees removed from the premises at the request of CNM.

19) **ASSIGNMENT:**

A. An agreement based on this RFP will not be assignable by either party without the other party’s prior written consent; provided, however, that nothing in the agreement shall prohibit Successful Offeror from assigning the agreement to any affiliated, subsidiary or parent corporation of Successful Offeror upon written notice to CNM.

20) **CONFIDENTIALITY:**

A. All financial, statistical, operating and personnel data, including, but not limited to, recipes, menus and meal plans, relative to or utilized in Successful Offeror’s business and its subsidiaries, shall be the property of Successful Offeror and shall be confidential. CNM agrees to keep such information confidential and so instruct its agents, servants, employees and independent Successful Offerors, unless CNM is required by law to disclose the information; or the information is already known to CNM or can be shown by CNM as having been completely independently developed by CNM; or is now or later becomes part of public knowledge, independent of this RFP or CNM’s actions; the information contains information furnished to CNM by a third party or parties having the lawful right to disclose the information without restriction; or the information is shown by CNM to be necessary to defend CNM in a lawsuit or government investigation; provided, however, that Successful Offeror shall have the right to review the proposed disclosure with CNM prior to disclosure and shall be given the opportunity to take any legal action deemed necessary by Successful Offeror to prevent the disclosure, if in Successful Offeror’s discretion, Successful Offeror determines that disclosure of the information by CNM will harm Successful Offeror. The use of such data by CNM in any manner, including, but not limited to, the use in any computer program, shall not destroy Successful Offeror’s ownership or its confidentiality. It is expressly understood and agreed between CNM and Successful Offeror that those parts of the computer programs created by CNM which are based on Successful Offeror’s data shall also be confidential and the property of Successful Offeror, unless the parties hereto mutually agree to the contrary in writing.

21) **PERFORMANCE BOND:**
A. Successful Offeror shall provide, as a Direct Cost, a performance bond in the amount of $200,000. The bond must be executed by Successful Offeror and a surety company authorized to do business in New Mexico or other suitable sureties approved by the New Mexico State Board of Finance. The bond must be received by CNM within fourteen (14) days of the execution of an agreement by both parties and must reference this RFP # on the face of the bond.

22) STATUS OF CONTRACTOR:

A. Successful Offeror will be an independent Contractor providing service under the Campus Food Service Program for CNM and neither Successful Offeror nor its employees or agents shall accrue or otherwise become entitled to leave, vacation, retirement benefits, insurance benefits or other employee benefits, bonding authority, use of CNM vehicles or equipment unrelated to the performance of the services as requested in this RFP.

23) UNIFORMS:

A. It will be the Successful Offeror’s responsibility, as a cost of operation, to provide uniforms for each employee. Uniforms must be clean and wrinkle free. The style and color of the uniforms must receive prior approval of Central New Mexico Community College Administration.

24) MISCELLANEOUS:

A. The Successful Offeror shall be responsible for the preparation in a timely manner of reports as required by federal, state, CNM or other legally authorized sources.
B. The Successful Offeror may be consulted in the development and publication, of specifications for food, supplies, services and equipment to be obtained by CNM for the Campus Food Service Program and monitoring to ensure quality and compliance with said specifications.
C. The Successful Offeror shall provide nutrition awareness/nutrition education activities.
D. The Successful Offeror shall provide a listing of suggested capital expenditures.
E. The Contractor shall obtain permission from Central New Mexico Community College prior to using Central New Mexico Community College for advertising purposes.

EVALUATION CRITERIA:

An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Final rankings will be based upon an average tabulation of all individual committee member rankings. Interviews may be conducted with the top Offeror(s). References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

Proposal submittals shall directly address each of the following evaluation criteria in the order presented, elaborating on all responses where possible, and shall be limited to 25 single spaced, single sided, 8 1/2 x 11 pages (excluding exhibits, samples, or other attachments) in a font no smaller than 10 points. Number each page of total pages, and include your firm’s name. Note: Any cost incurred by the Offeror in preparation
transmittal, presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Offeror.

**Capacity, Capability, Knowledge, Background and Experience**

30 Points Possible

a) Submit a proposed master-staffing plan incorporating existing CNM staff. Describe positions, times scheduled to work, wage rate and benefit package. The master-staffing plan for both management and hourly personnel must be submitted as part of the proposal. Such plan must include the number of hours worked for each shift for each position. Such plan must be typical one-week time period with a schedule for the number of hourly employee days off included. FTEs will be expressed in terms of 40 hours = 1 FTE. Include the name, title or position, and telephone number of the individual who would have primary responsibility for the management and oversight of an agreement resulting from this RFP. Include a resume for the proposed manager and assistant manager.

b) Provide a copy of your firm’s personnel policies.

c) Describe your firm’s employee training program, which will continue for the duration of the agreement to insure employees perform their jobs with highest standards of efficiency and sanitation. Programs shall include on-the-job training, orientation of all new employees and a staff development program on a continuing basis. Such training must be documented and reports shall be made available to CNM.

d) Submit an organizational chart of your firm for both local and corporate-wide. Indicate lines of authority for personnel involved in performance of a potential agreement and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level management.

e) Provide a brief narrative describing the history of your firm. Include how long your firm has been in business. Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

f) What sustainable practices do your company currently utilizes in regards to the goods and services requested in this RFP? Ex: Utilization of local produce, use of recyclable materials, etc.

g) What sustainability measures do you use in evaluating your processes?

h) Please identify sustainability actions you have implemented in your service delivery.

i) List experience that indicates the qualifications of the Offeror to provide the services as requested in this RFP. Include experience and commitment of regional support.

j) Provide an audited financial report covering your last fiscal year operation.

**Proposed Approach**

40 Points Possible
a) Discuss how your firm will perform the proposed services identified in this RFP, and the anticipated level of effort. Provide sufficient detail to convey to the evaluation committee the Offeror’s knowledge of the subjects and skills necessary to perform the services requested.

b) Discuss and outline all information and support your firm would require from CNM.

c) List merchandising and promotion programs that will complement and enhance the Campus Food Service Program. Provide sample ideas that are used at comparable accounts for promotions and special events that are designed to relieve the monotony of dining in the facility every day. Include ideas for increasing employee participation.

d) Describe your firm’s quality improvement program. This program should include, but not be limited to, food quality, temperature controls, food portion controls, and overall meal satisfaction. Describe your firm’s system of soliciting comments from students, staff, and visitors.

e) Describe the systems your firm has in place for purchasing, receiving, storage, and inventory control.

f) Describe nutrition awareness and nutrition education program plans.

g) Discuss your approach to food handling, housekeeping, and sanitation requirements.

h) Describe how your firm will adhere to menu requirements and food preparation standards. Submit with proposal a four (4) week sample menu for the Campus Food Service Program. Catering requirements range from coffee and donuts to cold box lunches. Sample catering menus, prices, and pictures shall also be submitted with proposal.

i) Provide a brief assessment of the current concept, menu, portions, prices, and service levels. In addition, please provide Central New Mexico Community College with specific proposals as to what changes and/or improvements should be made to the Campus Food Service Program. Any proposed changes should clearly delineate any potential operational and/or financial impact.

j) Provide a transition plan, which demonstrates your firm’s ability to meet the targeted start-up date.

k) Identify any subcontractors which would be used during the term of a resulting agreement and describe their role(s).

References 10 Points Possible

a) List all contracts the Offeror has had during the last three years that support the Offeror’s ability to perform the service(s) as requested in this RFP. List contract reference numbers if applicable, contract period of performance, contact persons, and telephone numbers. The Offeror must grant permission to CNM to contact the references. Do not include CNM as a reference.

b) Describe if your firm has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Offeror’s non-performance or poor performance or if the
issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the proposer was in default. Submit full details of their terms for default including the other parties’ name, address, and telephone number. Present the Offeror’s position on the matter. CNM will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five years.

**Economy and Price**

20 Points Possible

a) While Central New Mexico Community College desires a break-even arrangement, please provide your proposed operating terms and conditions.

b) Please prepare a proforma statement of sales and expenses for the first year of operation. Within the proforma, the following items and the methodology (per capita spending/average check, projected participation rate, etc.) for computing should be identified:

- **Revenue:**
  - Cafeteria sales
  - Catering sales (box lunches/cold catering)

- **Costs:**
  - Food costs for each sales segment
  - Labor costs (to include fringe benefits and taxes)
  - All other controllable expenses
  - Fixed expenses
  - Administrative and general (if applicable)
  - Management fee (fixed dollar amount or percent of gross sales)

c) Please provide as much information as needed to demonstrate your firm’s systems and methodology for the following financial and control matters:

- Methods of recording, verifying and reporting cash and charge sales.
- Defined system for cash handling, including the procedure for holding funds overnight and transporting funds to the bank.
- The purchasing, receiving, storage and inventory control systems in place for food and supplies.
- The systems in place for controlling labor costs.
- Your fiscal year and accounting periods definition.
- Internal audit system. Please note if Central New Mexico Community College will receive copies of this audit.

d) Copies of the forms and/or systems in use should be submitted. Where appropriate, your response should highlight the areas in which Central New Mexico Community College may, at its option, easily audit the operational and financial records in use. Central New Mexico Community College is specifically interested in knowing the level of detail which will be submitted with each monthly invoice.

e) All proposed budgets must be based upon the following current programs and services:
1. Existing retail prices for employee, catering and special functions
2. Current operating hours
3. Current departmental responsibilities
4. Existing menu format

f) The cost and revenue schedules that must be included in all proposals are:

**COSTS:**

- **Food**
  1. Student’s, Staff, and Visitors cafeteria
  2. Catering service

- **Management Labor**
  1. Management payroll
     a) Salaries
     b) Taxes
     c) Benefits

- **Labor**
  1. Hourly productive wages and nonproductive wages
     a) Salaries
     b) Taxes
     c) Benefits

- **General Expenses**
  1. Laundry
  2. Paper Supplies
  3. Cleaning Supplies
  4. Equipment Rental - General
  5. Equipment Rental - Leased
  6. Repairs and Maintenance
  7. Replacements - Pots / Pans / China / Glassware / Silverware
  8. Telephone
  9. Travel and Transportation
  10. Stationery and Office Supplies
  11. General
  12. Seminars and Education
  13. Computer Hardware
  14. Computer Software / Support
  15. Vehicles (CNM will provide one van)
16. Menu Paper
17. Printing
18. Uniform Expense
19. Training Materials
20. Replacement of Linen
21. Dues and Subscriptions
22. Start-up/relocation Expense
23. Copying
24. Employee Physicals
25. Postage
26. General Insurance
27. State and Local Taxes
28. Other Taxes
29. Licenses and Permits
30. Other

Note: If the management fee is to change in subsequent yearly contract renewals, indicate the maximum annual increase per year, expressed as a percentage. Cost increases/adjustments will only be reviewed once a year at time of renewal. If contractor requests a price adjustment/increase supporting documentation must accompany the request.

Note: Contractor shall not be an employee of CNM and is responsible for federal and state payroll taxes such as social security and unemployment taxes. Services required by this RFP for which the Successful Offeror does not identify costs will be borne at the Offeror's expense and will not be charged to CNM.

Technical and Price proposals should be submitted in separate, sealed envelopes. Note: no cost information should be included in the Offeror's technical proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope

100 Total Points Possible
SECTION E
SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Invitation to Bid, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its bid. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation to Bid meets or exceeds all specifications, terms and conditions as described in this Invitation to Bid without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Company Name
Address
City, State, Zip
Phone Number
FAX Number
Contact Person for Clarification of Bid Response
NM Tax ID
Federal Tax ID
Applicable NM License Numbers

Is your firm a "New York state business enterprise"? Yes______ No______ If yes, provide supporting documentation.

Acknowledgment of Amendment/Addendum
Specify Number(s) and Date(s)
#  date  #  date  #  date  #  date  #  date

Printed/Typed Name and Title of Individual Signing

Signature of Member Authorized to Sign for Firm

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS
1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION
The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature______________________________ Title______________________________
Printed/Typed Name______________________________ Date______________________________
Company______________________________
Address______________________________
City/State/Zip______________________________
EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

$400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury: $750,000. Each Occurrence
Property Damage: $100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,

2. Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
EXHIBIT B
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

1.0 Small Business - An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business - A Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

   (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and

   (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act and

   (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern - A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern - A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern - A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101 (2) with a disability that is service connected as defined in 13 U.S.C 101(16).

Company Name: ____________________________________________________ Telephone: __________________________

Street Address: _____________________________________________________ County: _______________________

City: ___________________________ State & Zip: ________________________

Is this firm a (please check): [ ] Division [ ] Subsidiary [ ] Affiliated? Primary NAICS Code _______________________

If an item above is checked, please provide the name and address of the Parent Company below:

___________________________________________________________________________________________________________________

Signature and Title of Individual Completing Form:

___________________________________________________________________________________________________________________

Check All Categories That Apply:

[ ] 1. Small Business
[ ] 2. Small Disadvantaged Business (Must be SBA Certified)
[ ] 3. Woman Owned Small Business
[ ] 4. HUBZone Small Business Concern (Must be SBA Certified)
[ ] 5. Veteran Owned Small Business
[ ] 6. Disabled Veteran Owned Small Business
[ ] 7. Historically Black College/University or Minority Institution
[ ] 8. Large Business

Please return this form to:
CNM Community College
Purchasing Department
A Bldg, Room A-128
525 Buena Vista SE
Albuquerque, NM 87106
(505) 224-4546 (voice)
(505) 224-4548 (fax)

NOTE: This certification is valid for a one-year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm’s proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA OR 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 3/8/04)

Thank you for your cooperation.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NM SA 1978 and NM SA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NM SA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NM SA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: __________________________
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: __________________________

Relation to Prospective Contractor: __________________________

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)
## CNM Menu Items

<table>
<thead>
<tr>
<th>Hamburger 4:1</th>
<th>Lg Cheese Pizza</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheeseburger 4:1</td>
<td>Lg Pepperoni</td>
</tr>
<tr>
<td>Philly Style Steak &amp; Cheese</td>
<td>Calzone - Pepperoni</td>
</tr>
<tr>
<td>Bacon Double Chz 4:1</td>
<td>Slice - Cheese Pizza</td>
</tr>
<tr>
<td>Texas Grilled Cheese</td>
<td>Slice - Pepperoni Pizza</td>
</tr>
<tr>
<td>Chicken Nuggets (4)</td>
<td>Slice - Supreme Pizza</td>
</tr>
<tr>
<td>Smart Value Dollar Burger</td>
<td>Slice - Saus/Gr. Chile</td>
</tr>
<tr>
<td>Gr. Chile Jr. Burger</td>
<td>Slice - Hawaiian</td>
</tr>
<tr>
<td>Grilled Chicken Sndw</td>
<td>Slice - Grilled Chicken</td>
</tr>
<tr>
<td>Chicken Tenders (3)</td>
<td>Slice - Vegetarian</td>
</tr>
<tr>
<td>Green Chile ChzBrgr</td>
<td>Baguette - Chicken Provolone</td>
</tr>
<tr>
<td>Mighty Mo Burger</td>
<td>Baguette - Meatball</td>
</tr>
<tr>
<td>Small Fry</td>
<td>Baguette - Ham &amp; Swiss</td>
</tr>
<tr>
<td>Large Fry</td>
<td>Pizza/Baguette/Calzone Combo</td>
</tr>
<tr>
<td>Value Chicken Patty Sndw</td>
<td>Extra Toppings</td>
</tr>
<tr>
<td>Veggie Burger</td>
<td>Calzone - 3-Topping</td>
</tr>
<tr>
<td>Side - Cheese</td>
<td>Ham &amp; Cheese Sub</td>
</tr>
<tr>
<td>Side - Green Chile</td>
<td>Turkey &amp; Cheese Sub</td>
</tr>
<tr>
<td>Side - Double Meat</td>
<td>Club</td>
</tr>
<tr>
<td>Side - Bacon</td>
<td>Roast Beef Sub</td>
</tr>
<tr>
<td>Extra - Dipping Sauce</td>
<td>Italian Sub</td>
</tr>
<tr>
<td>Bacon Bfast Burrito</td>
<td>American Sub</td>
</tr>
<tr>
<td>Sausage Bfast Burrito</td>
<td>Vegetarian Sub</td>
</tr>
<tr>
<td>Ham Bfast Burrito</td>
<td>BLT</td>
</tr>
<tr>
<td>Sunrise Bfast Sandwich</td>
<td>Chicken Salad Sub</td>
</tr>
<tr>
<td>Two Egg Omelet</td>
<td>Tuna Salad Sub</td>
</tr>
<tr>
<td>French Toast</td>
<td>Wrap - Chicken Club</td>
</tr>
<tr>
<td>Side - Hashbrowns</td>
<td>Wrap - Buffalo Chicken</td>
</tr>
<tr>
<td>Side - Sausage</td>
<td>Wrap - Chicken Caesar</td>
</tr>
<tr>
<td>Largo Hot Cereal</td>
<td>Wrap - Herbed Ham and Cheese</td>
</tr>
<tr>
<td>Small Hot Cereal</td>
<td>Wrap - Italian Deli</td>
</tr>
<tr>
<td>Toast</td>
<td>Sicilian Hero Stack</td>
</tr>
<tr>
<td>Bean Burrito</td>
<td>Pesto Chicken Stack</td>
</tr>
<tr>
<td>Beef Burrito</td>
<td>Muffalata Stack</td>
</tr>
<tr>
<td>Burrito Supreme</td>
<td>Garden Salad</td>
</tr>
<tr>
<td>Chicken Burrito</td>
<td>Chicken Caesar Salad</td>
</tr>
<tr>
<td>Beef Taco-Crispy</td>
<td>Chef Salad</td>
</tr>
<tr>
<td>Beef Taco-Soft</td>
<td>BLT Chicken Salad</td>
</tr>
<tr>
<td>Chicken Taco</td>
<td>Bacon Ranch Cx Wrap</td>
</tr>
<tr>
<td>Nachos</td>
<td>Honey Mustard Wrap</td>
</tr>
<tr>
<td>Nacho Supreme</td>
<td>Chicken Caesar Wrap</td>
</tr>
<tr>
<td>Taco Salad Bowl</td>
<td>Deli Sandwich on Kaiser</td>
</tr>
<tr>
<td>Chicken Rice Bowl</td>
<td>Ham &amp; Swiss Croissant</td>
</tr>
<tr>
<td>Vegetarian Bowl</td>
<td>Italian Hoagie</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Lg Cheese Pizza</th>
<th>Turkey Club Sub</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lg Pepperoni</td>
<td>Egg Salad Sandwich</td>
</tr>
<tr>
<td>Calzone - Pepperoni</td>
<td>Peanut Butter &amp; Jelly</td>
</tr>
<tr>
<td>Slice - Cheese Pizza</td>
<td>Garden Side Salad</td>
</tr>
<tr>
<td>Slice - Pepperoni Pizza</td>
<td>Caesar Side Salad</td>
</tr>
<tr>
<td>Slice - Supreme Pizza</td>
<td>Fruit Cup</td>
</tr>
<tr>
<td>Slice - Saus/Gr. Chile</td>
<td>Strawberry Shortcake</td>
</tr>
<tr>
<td>Slice - Hawaiian</td>
<td>Fresh Veggie Cup</td>
</tr>
<tr>
<td>Slice - Grilled Chicken</td>
<td>Pudding Parfait</td>
</tr>
<tr>
<td>Slice - Vegetarian</td>
<td>Pudding Trifle Cup</td>
</tr>
<tr>
<td>Baguette - Chicken Provolone</td>
<td>Yogurt Parfait</td>
</tr>
<tr>
<td>Baguette - Meatball</td>
<td>Lay's Big Grab</td>
</tr>
<tr>
<td>Baguette - Ham &amp; Swiss</td>
<td>Soup LARGE</td>
</tr>
<tr>
<td>Pizza/Baguette/Calzone Combo</td>
<td>Soup SMALL</td>
</tr>
<tr>
<td>Extra Toppings</td>
<td>Frito Pie</td>
</tr>
<tr>
<td>Calzone - 3-Topping</td>
<td>Nutrigrain Bar (Asst)</td>
</tr>
<tr>
<td>Ham &amp; Cheese Sub</td>
<td>Owewalla Bar (Asst)</td>
</tr>
<tr>
<td>Turkey &amp; Cheese Sub</td>
<td>Breads, Breakfast</td>
</tr>
<tr>
<td>Club</td>
<td>Fresh Fruit</td>
</tr>
<tr>
<td>Roast Beef Sub</td>
<td>Frozen Fruit Bars</td>
</tr>
<tr>
<td>Italian Sub</td>
<td>Yoplait Yogurt</td>
</tr>
<tr>
<td>American Sub</td>
<td>Frozen Chocolate Bars</td>
</tr>
<tr>
<td>Vegetarian Sub</td>
<td>Snack Mix Bags</td>
</tr>
<tr>
<td>BLT</td>
<td>Cream Cheese PC</td>
</tr>
<tr>
<td>Chicken Salad Sub</td>
<td>Salad Dressing PC (Extra)</td>
</tr>
<tr>
<td>Tuna Salad Sub</td>
<td>Extra Crackers</td>
</tr>
<tr>
<td>Wrap - Chicken Club</td>
<td>Nutter Butter</td>
</tr>
<tr>
<td>Wrap - Buffalo Chicken</td>
<td>Chips Ahoy</td>
</tr>
<tr>
<td>Wrap - Chicken Caesar</td>
<td>Fig Newton</td>
</tr>
<tr>
<td>Wrap - Herbed Ham and Cheese</td>
<td>Oreo</td>
</tr>
<tr>
<td>Wrap - Italian Deli</td>
<td>Cookies (3-1 oz)</td>
</tr>
<tr>
<td>Sicilian Hero Stack</td>
<td>Brownies</td>
</tr>
<tr>
<td>Pesto Chicken Stack</td>
<td>Bagel</td>
</tr>
<tr>
<td>Muffalata Steck</td>
<td>Rice Krispy Treat</td>
</tr>
<tr>
<td>Garden Salad</td>
<td>Cinnamon Roll</td>
</tr>
<tr>
<td>Chicken Caesar Salad</td>
<td>Muffin (asst)</td>
</tr>
<tr>
<td>Chef Salad</td>
<td>Magic Cookie Bar</td>
</tr>
<tr>
<td>BLT Chicken Salad</td>
<td>Pastries (asst)</td>
</tr>
<tr>
<td>Bacon Ranch Cx Wrap</td>
<td>Cereal &amp; Milk Combo</td>
</tr>
<tr>
<td>Honey Mustard Wrap</td>
<td>12oz Coffee</td>
</tr>
<tr>
<td>Chicken Caesar Wrap</td>
<td>16oz Coffee</td>
</tr>
<tr>
<td>Deli Sandwich on Kaiser</td>
<td>20oz Coffee</td>
</tr>
<tr>
<td>Ham&amp;Swiss Croissant</td>
<td>16 Oz. Fountain</td>
</tr>
<tr>
<td>Italian Hoagie</td>
<td>20 Oz. Fountain</td>
</tr>
<tr>
<td>Turkey Club Sub</td>
<td>32 Oz. Fountain</td>
</tr>
<tr>
<td>Egg Salad Sandwich</td>
<td>Tazo Hot Tea</td>
</tr>
<tr>
<td></td>
<td>12 oz Capp Machine</td>
</tr>
<tr>
<td>Item</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td></td>
</tr>
<tr>
<td>20 oz Capp Machine</td>
<td></td>
</tr>
<tr>
<td>Smart Water</td>
<td></td>
</tr>
<tr>
<td>Milk Chugs (Choc&amp;VitD)</td>
<td></td>
</tr>
<tr>
<td>Coca-Cola 20oz. Bottle</td>
<td></td>
</tr>
<tr>
<td>Frappuccino Large 13oz</td>
<td></td>
</tr>
<tr>
<td>Energy Drinks</td>
<td></td>
</tr>
<tr>
<td>Bottled Water</td>
<td></td>
</tr>
<tr>
<td>Pepsi 20 oz. Bottle</td>
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</tr>
<tr>
<td>Gatorade</td>
<td></td>
</tr>
<tr>
<td>Vitamin Water</td>
<td></td>
</tr>
<tr>
<td>Life Water</td>
<td></td>
</tr>
<tr>
<td>Dole Juices (Variety) 16 oz.</td>
<td></td>
</tr>
<tr>
<td>Odwalla Juices (Variety)</td>
<td></td>
</tr>
<tr>
<td>Sobe (Variety Flavors)</td>
<td></td>
</tr>
<tr>
<td>Half Pint Milk</td>
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</tr>
<tr>
<td>16 oz Capp Machine</td>
<td></td>
</tr>
</tbody>
</table>