

NEW MEXICO MILITARY INSTITUTE
Request for Proposals
RFP No. 2020/21-09
Proposals for: Kitchen Equipment Maintenance & Repair

MAIL SEALED PROPOSALS TO: **Office of the Chief Procurement Officer**
New Mexico Military Institute
101 West College Blvd.
Roswell, NM 88201

PROPOSAL OPENING DATE: Tuesday, July 6, 2021 TIME 2:00 PM/MT (Mountain Time)

At the above date and time, proposals will be opened with at least one witness present. Proposals will not be opened publicly. Any proposal received after the stated date and time will not be considered and will be returned unopened.

Note any questions are to be addressed to the Chief Procurement Officer, Cole Collins, email: collinsc@nmmi.edu

Offeror agrees to comply with all conditions that are stated in this RFP.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made, to any competitor or any other person engaged in such line of business.

OFFEROR MUST FILL IN AND SIGN:

NAME OF FIRM, COMPANY

ADDRESS

(Street) (City) (State) (Zip)

AUTHORIZED SIGNATURE

(Title)

DATE _____ TELEPHONE NO. _____

This requirement is assigned Commodity Code # 93130 – Cafeteria and Kitchen Equipment, Commercial, Maintenance & Repair

In submitting their proposal, Offerors represent that they have examined and acknowledge receipt of addendum(s) (if any have been issued) identified below:

No. ____ Title: _____ Date: _____

No. ____ Title: _____ Date: _____

No. ____ Title: _____ Date: _____

REQUEST FOR PROPOSALS

Sealed proposals in triplicate will be received until **2:00 p.m. Mountain Time, on July 6, 2021**, at the Office of the Procurement Officer, New Mexico Military Institute, Roswell, New Mexico for the following:

KITCHEN EQUIPMENT MAINTENANCE & REPAIR

The Request for Proposal may be secured free of charge at the NMMI, Office of the Procurement Officer, 101 West College Blvd., Roswell, NM 88201 or available on the NMMI website at www.nmmi.edu The Board of Regents reserves the right to reject any and all proposals and to waive all technicalities or informalities in the proposal.

Board of Regents
New Mexico Military Institute
By: /s/ Bradford Christmas

ATTEST:

/s/ John Garcia
Secretary/Treasurer

Procurement law requires sealed proposals. Therefore, NMMI cannot accept proposals which are transmitted using electronic media or facsimile equipment. Please reference the RFP # 2020/21-09 on the outside of your sealed proposal packaging.

13-1-21 E. Application of preferences.

When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

- (1) five percent of the total possible points to a resident business; or
- (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

A certificate from the Taxation & Revenue Department must be included in your proposal packet in order to receive preference.

1. PURPOSE

The purpose of this RFP is to establish a pricing agreement for Preventative Maintenance & Repair Service for kitchen equipment, including refrigeration and other related services from qualified companies.

2. SCOPE OF WORK

New Mexico Military Institute is requesting proposals from qualified Offerors to provide preventative maintenance and repair service for kitchen equipment, refrigeration and other related equipment. The successful Offeror shall provide all necessary labor, materials, supplies, including supervision that will maintain all covered equipment in prime operating condition, consistent with manufacturer's service recommendations. This includes repairing any failure of any magnitude, using original equipment manufacturer (OEM) procedures and guidelines. OEM parts and OEM recommended oils, seals, gaskets, supplies, etc. It is not intended that this preventative maintenance plus repair service be subcontracted out to another vendor.

NOTE: This contract does not cover the replacement and/or rebuild of any equipment.

3. PREVENTATIVE MAINTENANCE DEFINED

The ability to provide all the necessary; labor, parts, materials, supplies, and supervision, that will allow for the successful Offeror to perform regular scheduled preventative and predictive maintenance tasks. The successful Offeror will utilize equipment history, operating hours, and OEM requirements and procedures.

4. REPAIR SERVICE DEFINED

The successful Offeror will not subcontract liabilities for equipment failures. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without any delays. The covered equipment shall be returned to operational duty as quickly as good repair maintenance dictates. If so directed, around the clock service must be provided to return a failed piece of equipment to operating condition if it is of a critical nature. The Director of Facilities will determine "Critical Nature" of equipment. It is crucial to discuss this information with the Director of Facilities.

5. PARTS AVAILABILITY

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the service contractor is expected to have emergency parts availability at no additional cost to the customer in a reasonable length of time (48 hours) to minimize equipment down time. The contractor is to maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs at the initial visit in order to keep return visits to a minimum.

6. PARTS REPLACEMENT/REPAIRS

The vendor shall replace worn, failed or doubtful components and parts. No billable parts will be replaced without authorization from the Director of Facilities. All replacements shall be of equal or greater quality as compared to the original.

All materials shall be new, unused, and in perfect condition. However, if conditions would necessitate the use of used/rebuilt items, prior approval must be secured from the Director of Facilities.

Should inspection(s) indicate that repairs are necessary that are outside the scope of this agreement, the service vendor shall provide NMMI in writing with a composite price including labor, parts, material, and related expenses for these repairs. Should alterations, additions, adjustments or repairs be made by others to any equipment covered by this service agreement, the vendor has the right to inspect such work as to having been performed in an acceptable manner to the vendor prior

to continuing the service agreement coverage for that particular equipment. The vendor will notify the Director of Facilities in writing of such conditions, which must be corrected prior to the vendor's acceptance.

7. MAINTENANCE RECORDS

The vendor shall maintain a record of all maintenance service and repairs relating to the equipment included in this agreement. Printed/written work orders are to be turned in to the Director of Facilities upon completion of work. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, then this problem must be directly brought to the attention of the Director of Facilities so that a plan of action can be formulated for the timeliest repair to the equipment. Contractor shall not accept repair requests from anyone but the Director of Facilities.

8. WARRANTY

The vendor guarantees that all service and repairs provided under this agreement shall be performed in a professional manner. Any claim for defective workmanship must be provided to the vendor by written notice prior to the termination date of this agreement upon which vendor agrees to remedy and redo any such service(s) in a timely manner without cost to NMMI.

The vendor also warrants against defects in materials, workmanship of all the vendor part(s) or component(s) supplied hereunder for the manufacturer's warranty period. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the vendor will at its option, repair or replace any such items provided that they were not damaged, abused, or affected by chemical properties. This warranty is in lieu of all other warranties, express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose. The vendor's ability to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be NMMI's exclusive remedy under this agreement.

9. PERMITS & LICENSES

Vendor is responsible for obtaining any work permit or license for work performed at NMMI. Vendor is responsible for meeting all codes and regulations for work performed at NMMI.

10. SAFETY

Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvement Board Occupational Health & Safety regulations that apply to this contract. The Offeror shall defend, indemnify, and hold NMMI, its agents, officers, administrators and employees free and harmless against all claims, loss liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgements, court costs, and

attorneys' fees. The contractor shall be responsible for damage to persons or property that occurs as a result of his/her employees, agents, and/or subcontractors, in connection with this contract.

11. PROTECTION OF PROPERTY/EQUIPMENT

The contractor shall take all measures during the course of this contract to protect existing property/equipment while working on the NMMI campus. This includes protecting adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from being damaged. If contractor does cause any damage during the course of their work, they shall promptly repair any such damage at their own expense to the satisfaction of NMMI.

12. TERM

The initial term of this contract will be for a one year period, with an option to renew annually for an additional seven years.

13. TERMINATION

Should either party be in material breach of any of its obligations or responsibilities under this Agreement and such breach is not remedied within sixty (60) days after receipt of written notice of default, then the non-defaulting party shall have the right to terminate this Agreement, or such part of this Agreement as to which there has been delay or failure to properly perform, immediately by giving written notice of termination to the defaulting party. Either party hereto may terminate this Agreement at any time without cause and without penalty on thirty (30) days prior written notice to the other party. NMMI expressly retains all its rights and remedies provided by law in case of such breach, and no action by NMMI shall constitute a waiver of any such rights or remedies. In the event of termination for default, NMMI reserves the right to purchase its requirements elsewhere. NMMI also reserves the right to use an alternate vendor for repairs if the successful Offeror is unable to be on campus to repair equipment in the timeframe needed.

14. AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. NMMI's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

15. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under this Request. The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In

addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

16. INFORMATION REFERRAL, ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the specifications will be made to any contractor orally.

Every request for such interpretations must be made in writing to be given consideration and must be received no later than June 24, 2021. Any and all such interpretations and any supplemental instructions will be emailed or mailed to all prospective contractors (at the respective addresses furnished for such purposes). Such addendum of interpretations shall not relieve Offeror from obligations under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

17. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The laws of the State of New Mexico shall govern this Agreement.

18. NON-DISCRIMINATION

In connection with the performance of work under this Contract, the successful Offeror agrees not to discriminate against any NMMI employee, student or guest because of race, color, religion, national origin, sex, and marital status, or status with regard to public assistance, disability or age.

19. AMBIGUITIES

Should any ambiguity or conflict in the specifications become apparent to any Offeror, they shall forthwith apply to the Chief Procurement Officer. The interpretation will be sent to all Offerors who have requested specifications. Any addendum to the specifications will be issued by the Chief Procurement Officer of NMMI in writing or by email and must be acknowledged by Offerors on page 1 (Letter of Transmittal). No oral statements, explanations or commitments, by whosoever made, shall be of any effect except as same are confirmed in writing by the Chief Procurement Officer.

20. INDEMNITY

The Contractor shall indemnify and hold harmless NMMI, its agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of, or resulting from the operation or performance of the contractor or any subcontractor under this agreement. The liability of NMMI will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 Et Seq. NMSA 1978, as amended.

21. ASSIGNMENT

No right or interest in any contract arising from this request for proposal shall be assigned or delegated by the successful Offeror without the written permission of NMMI

22. NEWS RELEASES

Upon receipt of a contract agreement with NMMI, the Offeror(s) shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to NMMI, without the written approval from the Chief Procurement Officer or designated representative, obtained in advance, for each item of advertising or publicity. However, nothing shall preclude successful Offeror from listing NMMI on its routine client list for matters of reference.

23. PROPRIETARY VISITATIONS

NMMI discourages the submission of any information deemed “proprietary” or “protected” and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NMMI, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

24. COST OF PROPOSAL

Each company is responsible for any cost associated with submitting a proposal and response to this request for proposal. Each company is responsible for any cost incurred in making visits to NMMI for any purpose associated with this request for proposal.

25. LATE SUBMISSIONS

Late submissions of offers will not be considered unless it is determined by New Mexico Military Institute that the late receipt was due solely to mishandling by the Institute after receipt by the Institute or the offer is the only offer received. NMMI will not be responsible for any lost or misdirected mail sent by common carrier. The time clock in the Office of the Chief Procurement Officer shall serve as the official record of time. Late submissions will be returned unopened.

26. NMMI OPTIONS

The New Mexico Military Institute, notwithstanding any other provision of this request for proposals, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal or proposal procedures;
- b. Reject any or all proposals;
- c. Reissue a request for proposals;

- d. Negotiate with any or all of the contractor representatives for the purpose of obtaining best and final offers. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsive/responsible contractors who submit offers found to be reasonably likely to be selected for award. NMMI is under no obligation to conduct discussions with any or all contractors.

27. CHANGES/ALTERATIONS AFTER AWARD

Changes or alterations after the award can only be made if agreed to in writing by New Mexico Military Institute.

28. CANCELLATION

New Mexico Military Institute reserves the right to cancel without penalty, this request for proposals, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.

29. AWARD

Each proposal will be evaluated on the basis of all of its contents and a contract awarded to the responsive/responsible Offeror whose proposal is, in the opinion of NMMI, determined to be most advantageous to NMMI, when all factors are considered.

NMMI shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the services. (13-1-132 NMSA 1978).

30. LICENSES, PERMITS AND TAXES

Offeror will obtain and pay for all Federal, State and local licenses and permits required for herein and will collect and pay all sales, use, excise and State and local income taxes attributable to the performance of this contract.

31. CONTRACT DOCUMENTS

If a separate contract is not written, the contract entered into by the parties shall consist of the request for proposals, the signed proposal submitted by the Offeror, the specifications including all modifications thereof, a purchase order or letter of agreement, all of which shall be referred to collectively as the Contract Documents.

32. RIGHT TO PROTEST

Any Offeror who is aggrieved in connection with this request for proposals may protest the award to New Mexico Military Institute Chief Procurement Officer as provided by the New Mexico State Procurement Code 13-1-172. The protest shall be submitted in writing with 15 (fifteen) calendar days after knowledge of the facts or occurrence giving rise thereto.

33. OBLIGATION OF OFFEROR

At the time of the opening of proposals, each Offeror will be presumed to have read and be thoroughly familiar with the specifications and regulations, including all addenda. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve any Offeror for any obligation in respect of his/her proposal.

34. SUBMISSION FORMAT

Any proposal that does not adhere to this format, and which does not address each specification or requirement within the RFP may be deemed non-responsive and rejected on that basis. Please provide the following:

Tab 1: Letter of Transmittal

- Letter of Transmittal (Must be signed and acknowledge any addenda issued if applicable)
- Campaign Contribution Form must be filled out and submitted with your proposal.
- Any applicable preference

Tab 2: Experience/References

- Experience of Organization as a whole
- Number of years in business
- Experience servicing equipment listed in Attachment A
- Offerors may list any certifications or training related to the equipment list
- Three (3) references of similar agreements (preferably High Schools or Colleges in close proximity to Roswell, NM)

Tab 3: Guaranteed Response Time

- Response time on service calls is an important part of this contract. Please indicate your guaranteed response time for an unscheduled repair.

Please indicate response time

Response Time: _____

Tab 4: Pricing

- Offerors must indicate their cost in the pricing chart below for performing preventative maintenance on the items listed in Attachment A. The exact dates will be scheduled after award. Pricing must include performing preventative maintenance services two times per year. The cost indicated in your pricing must include all labor and travel-related costs associated with 2 preventative maintenance trips to the NMMI campus annually. Parts shall not be included in your preventative maintenance pricing. **Taxes shall not be included in your pricing.**
- Pricing shall include the hourly rate for repairs during normal service hours. Normal service hours shall be outlined in the pricing chart. **Taxes shall not be included in your pricing.**
- Pricing shall include the hourly rate for repairs after normal service hours. After service hours shall be outlined in the pricing chart. **Taxes shall not be included in your pricing.**

PRICING CHART

| DESCRIPTION | HOURS | HOURLY RATE |
|------------------------------------|--------------------|-------------|
| Repair during normal service hours | M-F _____ to _____ | |
| Repair after normal service hours | M-F _____ to _____ | |

| | | |
|---------------------------------|--|----|
| PREVENTATIVE MAINTENANCE | 2 Times Per Year, Mutually Scheduled Between NMMI & Vendor. Inclusive of Labor & Travel Related Costs. No Tax. | \$ |
|---------------------------------|--|----|

35. EVALUATION CRITERIA

A committee of three NMMI employees will form the evaluation committee. Each committee member will individually review the proposals. Once each proposal has been reviewed, the committee will come together for a meeting in which they will discuss each proposal, and come to a consensus on the score assigned for each criterion. Award will be made to the Offeror with the highest score, taking into account any applicable preferences.

| EVALUATION CRITERIA | POINTS POSSIBLE |
|------------------------------|-----------------|
| Experience/References | 45 |
| Guaranteed Response Time | 25 |
| Pricing | 30 |
| TOTAL POINTS POSSIBLE | 100 |

QUALIFICATION OF OFFERORS

NMMI may make such investigations, as necessary to determine the ability of the Offeror to perform the work required. Offeror shall furnish all necessary information and data as may be requested. NMMI reserves the right to reject any proposal if the evidence submitted or the investigation of an Offeror fails to satisfy NMMI that the Offeror is qualified to carry out the obligations of the contract and to complete the work described herein.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 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 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 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.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

| | | | |
|--|------------------------------------|-----------------------------------|------------------------------------|
| Contribution Made By: | | | |
| Relation to Prospective Contractor: | | | |
| Name of Applicable Public Official: | | Governor _____ | |
| Contribution(s) Date(s) | Contribution Amount(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: _____

ATTACHMENT A

Equipment List

| | | |
|---|---|---------------------|
| 1 | Stero dish machine | Stpcw-24 |
| 2 | Vulcan Kettle, Gas, Tilting | K60GLT |
| 2 | Vulcan Tilting Skillet Braising Pan, Gas | VG40 |
| 4 | Large rational ovens | Sccwe202 |
| 2 | True refrigerators | |
| 1 | Blast freezer | Rcmc02t ce ab 1p/dx |
| 1 | Vulcan Char broiler | Vacb72-101 |
| 1 | Vulcan 6 burner stove and oven | |
| 1 | Henny penny 3 compartment deep fryer | |
| 1 | Vulcan flat top grill | |
| 1 | Vulcan 3 compartment deep fryer | |
| 1 | Vulcan grease strainer with heat lamp | |
| 1 | Hobart mixer | D300t |
| 2 | Small rational ovens | Scc we 62g |
| 1 | Globe mixer | Sp80 |
| 6 | Holding cabinets | |
| 6 | Serving lines | |
| 3 | Salad bars | |
| 3 | Soup bars | |