

HOBBS MUNICIPAL SCHOOLS
P.O. Box 1030
Hobbs, New Mexico 88241

INVITATION TO BID

SUBJECT: PIZZA – Athletics Concession Only
BID NUMBER: 2324-07
COMMODITY CODE: #37554
BID ISSUED: June 25th, 2023
OPENING DATE: July 6th, 2023 – 11:00 a.m.
PLACE OF OPENING: Hobbs Municipal Schools
Attention: Jessica Munoz / CPO
Administration Office
1515 E. Sanger or P.O. Box 1030
Hobbs, New Mexico 88241

BIDDER INFORMATION:

We agree to provide the items as listed for the bid prices indicated on the attached Proposal Form. We agree to adhere to the General Conditions and Specifications of this bid.

COMPANY _____ SIGNATURE _____
ADDRESS _____ NAME (PRINT) _____
_____ TITLE _____
TELEPHONE _____ DATE _____
E-Mail Address _____

GENERAL CONDITIONS

1. The Hobbs Board of Education reserves the right to accept or reject any or all bids and to waive all technicalities.
 2. Prices are to be quoted FOB, specified school sites as defined in proposal forms.
 3. No bids will be accepted which do not quote firm prices. Prices quoted as of the delivery date will not be accepted. If a discrepancy arises between the unit and extended total prices, the unit price shall govern.
 4. Bidder may quote on any or all of the items on the Proposal Form. ***Bids will not be accepted on the "All or None" basis.***
 5. The Hobbs Municipal Schools may select any or all items from any bid.
 6. Pursuant to Section 13-1-191, NMSA, 1978, no bonus or premiums will be accepted or considered in awarding bids or as a result of the purchase of any items.
 7. For a bid to be considered, it must bear the signature of the bidder. Bids must be typed or handwritten in pen and sealed.
 8. Pursuant to Section 13-1-102, NMSA, 1978, facsimile bids will not be accepted or considered in awarding a bid.
 9. It is the bidder's responsibility to deliver the proposal at the proper time to the place designated for the bid opening.
 10. Bids will be accepted at the Hobbs Schools Administration Office until July 6th, 2023 at 11:00 a.m.
 11. To expedite identification of the bid envelopes and to insure bid security, place the Bid # and Attention Jessica Alvarado on the lower left corner of the bid envelope.
 12. This bid will be submitted to the Hobbs Board of Education on Tuesday, July 18th, 2023.
- **Any vendor failing to honor a proposal submitted or delivering items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award, will be the responsibility of the vendor to pick up and credit the School District at no expense to the District.**

SPECIFICATIONS

I. SPECIAL CONDITIONS:

- A. Bid prices must remain in effect from August 1st, 2023 through May 31st, 2024.
- B. Questions concerning this bid are to be directed to Jessica Munoz Alvarado, Chief Procurement Officer, at (575) 433-0100.
- C. In accepting any order which might result from this bid, bidder certifies that the prices are the lowest offered any comparable customer, and the District will be given the benefit of any lower prices or price decreases during the term of the contract.
- D. The District reserves the right to terminate the services of the successful bidder by issuing thirty (30) days written notice of termination to the bidder. The District reserves the right to again request bid/quotes from any other interested parties at any time.
- E. Licensing/Inspections: Bidder must meet all Federal, State and County Health Requirements and all Federal, State, and County Licensing Requirements. **A current, satisfactory EID Permit must be submitted with the proposal, for the proposal to be considered.**
- F. Title and Indemnification: Ownership of all food items shall remain with the Bidder until delivery is accepted by the District. Bidder agrees to hold harmless, defend, and to indemnify the District, its officers, agents and employees from every claim, demand or liability which may be made by reason of any injury to person or property sustained by any pupil, employee or other person in any cafeteria of the District caused by any act, neglect, default or omission of said vendor upon or in connection with the sale and consumption of food contemplated herein; Bidder, at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District in any such action, suit or legal proceedings or result thereof.
- G. In the event any article to be sold or delivered there under is covered by any patent, copyright, trade-mark, or application thereof, the seller will indemnify and hold harmless the School District from any and all losses, cost, expenses, and legal fees on account of any claims, legal actions or judgments, on account of manufacture, sale, or use of such articles in violation, infringement or the like, of rights under such patent, copyright, trade-mark, or application.
- H. Time and Performance: Bidder shall not perform any work under this agreement until Bidder receives written confirmation of acceptance of the proposal by the District.

- I. **Payment: A packing slip must accompany all delivers and must depict the amount of each item delivered. A monthly statement will be required for payment. Payments from the District will be made monthly, based upon receipt of the required statement. The District reserves the right to offset payment by credits owed. Credits owed to the District will be deducted from the statement before payment is processed. Payment will normally be made by the 15th day of each month as due. However, due to computer back log, payment could come later in the month. The District also reserves the right to make payments at a later time if discrepancies arise between bidder and district. Payments will be made when the differences have been worked out to the satisfactory of all parties.**

- J. No employee of the District shall have a direct financial interest in any contract with the successful vendor, nor shall an employee have a direct financial interest in the sale to the District of any land, equipment, supplies, and materials or service. Any violation of this will render the contract void, unless such contract or sale is approved by the Board after full disclosure.

- K. Are owners of your business related to any school employee of Hobbs Municipal School District?
 Yes No If yes, state who and how related _____

- L. Any vendor failing to honor a bid submitted or delivering items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award, will by the responsibility of the vendor to pickup and credit the School District at no expense to the District.

- M. All Bidders shall take out and maintain and shall require all sub-contractors whether primary or secondary to take out and maintain:
 - 1. Commercial/Comprehensive General Liability at minimum limits of \$1,000,000.00 per occurrence/\$1,000,000.00 Aggregate.
 - 2. Commercial Automobile Liability at minimum limits of liability of \$1,000,000.00 per occurrence.Proof of insurance must be made available to the District on request, and must be maintained throughout the terms of the agreement.

- N. Orders: Estimated orders will be established for school locations. Adjustments will be made prior to 9:30 a.m. on day of delivery.

- O. Delivery times will be established, based on lunch schedules of particular schools.

Successful bidders must deliver food on time due to set lunch schedules. Food must be delivered **prior** to the start of the lunch period. **No Exceptions.**

If food arrives after scheduled time, the delivery **may not be accepted**, and the District will not be liable for purchase of the product, or any charges that might be levied by the bidder from the attempted delivery of late product.

It is understood that the Bidder will deliver uniform products in insulated containers, ready to serve, per bid price. All products must be delivered in containers bearing the bidders **Nationally Recognized, Brand Name Logo** so it will be easily identifiable as coming from the bidder's establishment. All hot food will be 145° or more upon delivery. Food will be tested at random by use of temperature probe. If food does not meet requirements, it will not be accepted and the District will not be liable for payment of any charges levied for the food or its delivery by the bidder.

Bidder will be directly responsible for errors in shipping or product quality (through credit of product) that is unacceptable to District service standards as determined by the site food service manager.

- P. Quality Analysis: A random quality analysis of received product will be conducted at various times throughout the year to insure the product meets the specifications required in this proposal.
- Q. Sites: The following are the categories of the site that the vendor may bid on any or all:
 - 1. Athletic Concession Stands

**PROPOSAL FORM
ATHLETIC CONCESSION**

<u>Description</u>	<u>Total Cost</u>
PEPPERONI PIZZA, 8" Personal Size INCLUDING DELIVERY	\$ _____ each

Product will be produced to the following specifications:

1. Pepperoni and Cheese Pizza, 8" personal size pizza. This product shall be the same as served in the vendor's restaurant or as their nationally advertised product.
2. Only 100% Real Cheese will be used. Imitation products will not be accepted.
3. Product must arrive at delivery site at proper serving temperature but not lower than 145°.
4. This product is to be pre-prepared at successful bidder's establishment and must include all delivery charges.

Estimated quantity is forty-five (45) to fifty (50) per athletic varsity football event, thirty-five (35) for varsity basketball event and ten (10) per other sporting events.

Delivery of pizza for varsity football events will be one half of quantity ordered 30 minutes before start of game and the other half of quantity ordered 30 minutes before half-time. The pizzas must be delivered in the pizza pouches.

More than one vendor may be awarded for Athletic Concession if all requirements cannot be met.

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.

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

Title/Position

Date _____

--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 _____
Title (Position)

Date _____