

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**HOBBS MUNICIPAL SCHOOLS**

P.O. Box 1030

Hobbs, New Mexico 88240

**REQUEST FOR PROPOSAL**

**SUBJECT:** Concession/Nutritional Beverage Services

**RFP NUMBER:** 2324-05

**PUBLICATION DATE:** June 11<sup>th</sup>, 2023

**RFP DUE DATE/TIME:** June 28<sup>th</sup>, 2023 – 10:00 a.m.

**PLACE OF OPENING:** Hobbs Municipal Schools  
Administration Office – Jessica Munoz Alvarado  
Room # 129  
1515 E. Sanger  
Hobbs, New Mexico 88240

**NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW.**

The undersigned certifies that he she has read and understood the following general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Owner, Partner, Officer of Authorized Agent  
(NOTE: TO BE A VALID PROPOSAL, VENDOR MUST SIGN HERE)

\_\_\_\_\_  
Mailing Address of Firm

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number of Firm

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**I. INTRODUCTION**

- A. The Hobbs Municipal Schools (District) is requesting proposals from reputable firms interested in providing Concession/Nutritional Beverage Services to school sites for district-wide application under a multi-year agreement. Reference to food in this RFP is collectively used for both food and beverage in accordance with Federal, State, and/or School District regulatory guidelines for *Nutrition Standards for Competitive Foods Sold in Schools*. This RFP is for Concession/Nutritional Beverage Services Only.
1. Respondents may submit, at their option, proposals for Concession/Nutritional Beverage Services only. Proposal must be clearly marked indicating "Concession/Nutritional Beverage Services" with the RFP Number annotated on the lower right-hand side of the package.
- B. Proposal responses must be received by the above DUE DATE/TIME at the District's Administration Office/Business Department, 1515 E Sanger Hobbs, Hobbs, NM 88240.
- C. Replies to questions and/or inquiries will be addressed via addendum to the RFP provided through electronic email means only within 4 working days by the CPO. Inquiries regarding this solicitation may be addressed by contacting:
1. Jessica Alvarado, CPO;  
Phone: (575) 433-0100 or E-mail: [alvaradoj@hobbsschools.net](mailto:alvaradoj@hobbsschools.net)
  2. Sam Magallan, Director of Operations  
Phone: (575) 433-0100 or Email: [magallans@hobbsschools.net](mailto:magallans@hobbsschools.net)
- D. All prospective respondents are responsible for complying with the criminal laws prohibiting bribes, gratuities, and kickbacks.
- E. By responding to this request, the offeror warrants that it has no interest and will acquire no interest which would directly or indirectly conflict in any manner or degree with the performance of the proposed service.
- F. The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. Respondents are required to complete and return within its proposal a **CAMPAIGN CONTRIBUTION FORM** enclosed within this RFP as **Attachment 1**.
- G. The Hobbs Municipal Schools District requires that your company provide debarment/suspension certification indicating that you are in compliance with Federal Executive Order 12549 "Debarment and Suspension". Respondents are required to complete and return within its proposal a **DEBARMENT CERTIFICATION FORM** enclosed within this RFP as **Attachment 2**.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**II. SCOPE OF SERVICES:**

A. According to regulatory guidelines, the extent of providing services to this proposal is based on 7 Code of Federal Regulation (CFR) PARTS 210 AND 220, with oversight responsibility by the Department of Agriculture Food and Nutrition Service, the New Mexico Administrative Code (NMAC) 6.12.5 Health and Safety Nutrition for Competitive Food Sold in schools, and the Hobbs Public Schools Board Approved Student Nutrition policy. *USDA established the Interim Final Rule to improve the health and well-being of the Nation's children, increase consumption of healthful foods and beverages during the school day, and create an environment that reinforces the development of healthy eating habits.*

B. *Competitive foods and beverages must meet the nutrition standards specified in the Federal interim final rule, beginning July 1, 2014. As such, State approved "Nutrition Standards for Competitive Foods & Beverages in New Mexico Schools" once, finalized and approved, must be adhered to for combined regulatory coverage of federal, state, and local school district compliance guidelines. Furthermore, State and School District approved requirements for Competitive Foods & Beverages Sold to Students are forthcoming for consideration prior to an award of contract to this proposal. As such for clarification in submission of responses, offerors are to submit a response under the requirements of the most current Federal Interim Final Rule.*

C. The School District is seeking to establish a multi-year agreement(s) with the intent for beverage services on demand with options of vending machine based on campus desire. The campuses encompass thirteen elementary schools; three middle schools, one freshman, one high school, one CTE school, one alternative school and one administrative location throughout the District. Actual school site locations and additional District demographics may be obtained by visiting the District's web site at [www.hobbsschools.net](http://www.hobbsschools.net)

1. The sale of products outside the U.S. Dept. of Agriculture school meal programs are impacted by current federal and state legislative action and will be applicable to the terms of the marketing agreement.
2. The successful firm(s) will be responsible for being knowledgeable and adhering to the laws and rules governing the sale of food and beverages outside U.S. Dept. of Agriculture school meal programs. As such, the successful respondent(s) shall be responsible for the development and maintenance of a nutrition program within the respondent's marketing plan.
  1. Respondents are directed specifically to the State of New Mexico Administrative Code, NMAC), 6.12.5 applicable to this solicitation and the *Nutrition Standards for All Foods (Beverages) Sold in School Summary* enclosed as **Attachment 3**; extracted from the *Federal Interim Final Rule*.
  2. Respondents are informed that the District's nutritionally based guidelines for competitive food (Beverage) sales require adherence to NMAC 6.12.5 as referenced above.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

- D. Revenues from the vending contract(s) are intended to supplement other District operating funds for purchasing goods and services needed by District students and staff.
- E. The District is seeking to execute a contract(s) to be effective for an initial period of four (4) years with a renewal option for four (4) additional years may potentially be renewed for total of eight (8) years.
- F. HMS desires for multiple vendors to be awarded contracting opportunities, those vendors are to include small, local minority - owned, women-owned and labor surplus firms according to CFR 200.321.
- G. Buy American - (1) Definition of domestic commodity or product. In this paragraph (d), the term domestic commodity or product means - (i) An agricultural commodity that is produced in the US; and (ii) A food product that is processed in the US substantially using agricultural commodities that re produced in the US. (2) Requirement, (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. (ii) Limitations. Paragraph (d)(2)(ii) of this section shall apply only to - (A) A school food authority located in the contiguous United States; and (B) A purchase of domestic commodity or product for the school lunch program under this part. (Per 7 CFR 210.21(d))
- H. The marketing agreement(s) for those who desire a vending machine shall grant exclusive vending rights to the successful respondent(s) at those school sites. Current student/staff populations are distributed throughout the District as follows:
1. High schools: 2,153 students plus staff @ 3 schools (HHS, Alt School & CTE)
  2. Freshman School: 757 students plus staff @1 school
  3. Middle Schools: 2,259 students plus staff @ 3 schools
  4. Elementary Schools: 4,884 students plus staff @ 13 schools
- I. all schools are located within a seven-mile radius of Hobbs, NM.
- J. Students and staff are present at school sites from 6 to 9 hours daily according to the District's school calendar which includes 180 instructional days/school year. A copy of the District's current calendar is enclosed as Attachment 4.
- K. This RFP is intended to solicit responses from qualified offerors that are interested in providing the services listed below:
1. Provide vending, cooler and non-vending soft drinks (sugar free and regular), waters (HHS Labeled 8, 12 & 16.9 oz sizes), juices (100% no sugar added), all flavors (sugar free and regular) teas and sports drinks (sugar free and regular) with the knowledge and understanding of the current New Mexico legislative relative to beverage sales in public schools.
  2. Provide timely commission revenue reporting and tracking of revenue to HMS.
  3. Provide other support such as Sponsorship opportunities, in-kind donations of product, advertising and etc.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

4. Supply, install, regularly services and maintain and or periodically improve coolers as in necessary to maintain a full stock of contracted products.
- L. In addition to developing and implementing a successful marketing plan, the successful respondent's services shall incorporate, but not be limited to:
1. Furnishing all agreed upon equipment, products, and related servicing and,
  2. Keeping equipment clean, in good operating condition, and well stocked with products such as to maximize sales and,
  3. Ensuring machines are operational only during times authorized by the District and in compliance with NMAC 6.12.5. In addition, the School District requires machines to be turned off and/or not accessible to students during lunch periods.
  4. Providing monthly sales and revenue reports and other trend data in sufficient detail such as to account for commissions paid to the District.
- M. The District seeks to have equipment installed *immediately upon* execution of a resulting agreement(s) *on or before July 1, 2023.*
- N. In addition to maximize commissions, the District seeks to obtain any additional monetary or other promotional benefits offered and available from the successful respondent(s)
- O. **No Minimum Guarantee:** Hobbs Municipal Schools does not guarantee a minimum amount of purchases in conjunction with award of this RFP.

### **III. REQUIRED PROPOSAL SUBMITTALS**

- A. Submittal responses must consist of three paper copies (3) paper **and** one (1) copy of the information provided in electronic format (USB Flash Drive). The information shall be presented in the sequence outlined below for evaluation purposes. Failure to adhere to and/or provide all required proposal submittals may deem response packages, non-responsive and may not be considered for evaluation and/or award.
1. Company profile detailing the respondent's capacity and capability to perform the proposed services and status of financial condition. Information shall include, but is not limited to:
    - a. Description of the respondent's physical plant,
    - b. Key personnel assigned to service and manage the account,
    - c. Detailed plan on how respondent proposes to replace, change-out or continue to maintain and service existing equipment if successful in achieving award, and
    - d. Financial resources that will be utilized directly in the performance of the proposed service.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

2. Provide a detailed statement describing the respondent's knowledge, understanding and experience of Nutrition Standards according to Federal school breakfast and lunch program requirements and New Mexico legislation for food and beverage sold in public schools (NMAC 6.12.5).
  3. Propose a detailed description of the respondents marketing plan that will achieve success in maximizing revenues considering the impact of federal and state mandates on public school food and beverage sales.
    - a. The plan shall include a description of any circumstance or item that will obligate the District into performing or for being responsible.
    - b. The plan shall include a description of a nutrition plan that addresses the need for good student health.
    - c. On separate sheet(s), provide a complete and comprehensive listing of proposed products shall be included and shall be delineated between nutritional and regular products.
    - d. Include any other pertinent terms, conditions, or actions to be taken or incurred during the performance of the vending services.
  4. Devised a proposed tracking tool (spreadsheet, software, etc.) for revenues that may include any or all of the following;
    - a. Description and/or sample of records that will be used in accounting for sales and commissions paid.
    - b. Proposed commission on sales.
    - c. Other monetary payments and non-monetary benefits offered by the respondent; plus
    - d. Payment schedule that the District would receive in exchange for the exclusive marketing rights.
- B. Provide any additional information that may show favor in the company's success in performing services of such an agreement that may or may not lead to an award for this RFP.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**IV. EVALUATION FACTORS**

A. Only responses that include the required submittals as specified in Section III above will be evaluated for award purposes. Incomplete responses will be determined as “non-responsive” and will not be acceptable for award consideration.

1. Responses will be evaluated for the purpose of obtaining required services from respondents submitting the highest ranked proposal(s) based on criteria stated above.
2. All responsive proposals shall be evaluated based on the following weighted factors:

<u>WEIGHTED FACTOR</u>	<u>WEIGHT DISTRIBUTION</u>
1. Company profile detail. points (Ref paragraph III. A. 1. a - d)	10
2. Knowledge & experience factors relating points to Federal & State nutrition standards. (Ref paragraph III. A.2)	10
3. Marketing and nutrition plan points (Ref: paragraph III. A. 3. a - d)	40
4. Sales Accountability, Revenue to District, & other favorable information. (Ref: paragraph III. A. 4. a- d & para. B)	<u>40 points</u>
<b>TOTAL POINTS&gt;</b>	<b>100 PTS. (Per evaluator)</b>

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**V. AWARD**

- A. Evaluations will be conducted by a review committee using the evaluation factors listed in paragraph IV above. Responses will be ranked according to their relative merits.
1. Respondents submitting responsive proposals may be given an opportunity for negotiation prior to award for the purpose of obtaining the offeror's best and final offer:
    - a. Any substantial revision will be accepted in writing from the respondent.
    - b. Respondents may request within their submittal package non-disclosure of confidential data.
    - c. Non-disclosure of confidential information shall accompany the proposal and will be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- B. The Board of Education reserves the right to accept or reject all proposals in the best interest of the School District.

**VI. CONTRACT TERMS AND CONDITIONS**

- A. Upon selection to award, a Contract Service Agreement(s), *sample enclosed as Attachment 5*, will be formally entered into between the successful contractor(s)/provider(s) and the School District. The contract may be extended annually pending mutual agreement of both parties.
1. Annual extensions shall be made in one (1) year increments not to exceed eight (8) years as per terms and satisfactory performance deemed by the School District.
- B. The resulting agreement shall be effective *July 1, 2023 through June 30, 2024*, renewable annually upon mutual agreement through June 30, 2027.
- C. This contract agreement may be further extended for an additional 4 years, pending mutual written agreement by both parties of the contract through June 30, 2031, renewable on an annual basis.
- D. Pursuant to §13-1-129 and §13-1-135, NMSA, 1978, of the New Mexico Procurement Code, Hobbs Municipal School District is acting as lead agency in procuring price agreement(s) for Concession/Nutritional Beverage Services needed by other public-school districts. Respondents who are successful in achieving award of an agreement as a result of this RFP shall be authorized to extend services under the agreement terms to other New Mexico public school districts

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**ATTACHMENT 1**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

The following definitions apply:

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

**"Campaign 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 either 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.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

ATTACHMENT 1 (PG 2 of 2)

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

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--

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**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)

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**Attachment 2**

Date \_\_\_\_\_

Subject: Certification

As a protentional vendor/contractor awardee to the Hobbs Municipal Schools District, you are required to provide debarment/suspension certification indicating that you are in the compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. Please return the completed form with your solicitation submittal.

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" required that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

---

I hereby certify that my company listed below, and its principals have not been debarred, suspended, proposed for debarment, declared indelible are not in the process of being debarred, or are voluntarily excluded from conduction business with the federal department, an agency of the federal government, or the State of New Mexico.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company City/State/Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**COMPANY DUNS IDENTIFICATION NO:** \_\_\_\_\_

---

Name and signature of company representative authorized to certify to the above:

Printed Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date

If you have any questions, please contact me at 575-433-0100.

Sincerely,

Jessica Alvarado  
CPO/ Accounting Manager  
Hobbs Municipal Schools

HOBBS MUNICIPAL SCHOOL DISTRICT  
 REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
 CONCESSION/NUTRITIONAL BEVERAGE SERVICES

Attachment 3 (1).

USDA Interim Final Rule – Minimum Nutrition Standards

**Nutrition Standards for All Foods Sold in School**

<b>Food/Nutrient</b>	<b>Standard</b>	<b>Exemptions to the Standard</b>
General Standard for Competitive Food.	<p>To be allowable, a competitive FOOD item must:</p> <ol style="list-style-type: none"> <li>(1) meet all of the proposed competitive food nutrient standards; and</li> <li>(2) be a grain product that contains 50% or more whole grains by weight or have whole grains as the first ingredient*; <i>or</i></li> <li>(3) have as the first ingredient* one of the non-grain main food groups: fruits, vegetables, dairy, or protein foods (meat, beans, poultry, seafood, eggs, nuts, seeds, etc.); <i>or</i></li> <li>(4) be a combination food that contains at least ¼ cup fruit and/or vegetable; or</li> <li>(5) contain 10% of the Daily Value (DV) of a nutrient of public health concern (i.e., calcium, potassium, vitamin D, or dietary fiber). Effective July 1, 2016 this criterion is obsolete and may not be used to qualify as a competitive food.</li> </ol> <p>*If water is the first ingredient, the second ingredient must be one of items 2, 3 or 4 above.</p>	<ul style="list-style-type: none"> <li>• Fresh fruits and vegetables with no added ingredients except water are exempt from all nutrient standards.</li> <li>• Canned and frozen fruits with no added ingredients except water, or are packed in 100% juice, extra light syrup, or light syrup are exempt from all nutrient standards.</li> <li>• Canned vegetables with no added ingredients except water or that contain a small amount of sugar for processing purposes to maintain the quality and structure of the vegetable are exempt from all nutrient standards.</li> </ul>
NSLP/SBP Entrée Items Sold A la Carte.	Any entrée item offered as part of the lunch program or the breakfast program is exempt from all competitive food standards if it is sold as a competitive food on the day of service or the day after service in the lunch or breakfast program.	
Sugar-Free Chewing Gum	Sugar-free chewing gum is exempt from all competitive food standards.	
Grain Items	Acceptable grain items must include 50% or more whole grains by weight, or have whole grains as the first ingredient.	
Total Fats	Acceptable food items must have ≤ 35% calories from total fat as served.	<ul style="list-style-type: none"> <li>• Reduced fat cheese (including part-skim mozzarella) is exempt from the total fat standard.</li> <li>• Nuts and seeds and nut/seed butters are exempt from the total fat standard.</li> </ul>

HOBBS MUNICIPAL SCHOOL DISTRICT  
 REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
 CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

A3 (2) continued.

Food/Nutrient	Standard	Exemptions to the Standard
		<ul style="list-style-type: none"> <li>• Products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the total fat standard.</li> <li>• Seafood with no added fat is exempt from the total fat standard.</li> </ul> <p>Combination products are not exempt and must meet all the nutrient standards.</p>
Saturated Fats	Acceptable food items must have < 10% calories from saturated fat as served.	<ul style="list-style-type: none"> <li>• Reduced fat cheese (including part-skim mozzarella) is exempt from the saturated fat standard.</li> <li>• Nuts and seeds and nut/seed butters are exempt from the saturated fat standard.</li> <li>• Products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the saturated fat standard.</li> </ul> <p>Combination products are not exempt and must meet all the nutrient standards.</p>
Trans Fats	Zero grams of trans fat as served ( $\leq 0.5$ g per portion).	
Sugar	Acceptable food items must have $\leq 35\%$ of weight from total sugar as served.	<ul style="list-style-type: none"> <li>• Dried whole fruits or vegetables; dried whole fruit or vegetable pieces; and dehydrated fruits or vegetables with no added nutritive sweeteners are exempt from the sugar standard.</li> <li>• Dried whole fruits, or pieces, with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, tart cherries, or blueberries) are exempt from the sugar standard.</li> </ul>

HOBBS MUNICIPAL SCHOOL DISTRICT  
 REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
 CONCESSION/NUTRITIONAL BEVERAGE SERVICES

A3 (3) continued.

Food/Nutrient	Standard	Exemptions to the Standard
		<ul style="list-style-type: none"> <li>Products consisting of only exempt dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the sugar standard.</li> </ul>
Sodium	<p>Snack items and side dishes sold a la carte: <math>\leq</math> 230 mg sodium per item as served. Effective July 1, 2016 snack items and side dishes sold a la carte must be: <math>\leq</math>200 mg sodium per item as served, including any added accompaniments.</p> <p>Entrée items sold a la carte: <math>\leq</math>480 mg sodium per item as served, including any added accompaniments.</p>	
Calories	<p>Snack items and side dishes sold a la carte: <math>\leq</math> 200 calories per item as served, including any added accompaniments.</p> <p>Entrée items sold a la carte: <math>\leq</math>350 calories per item as served including any added accompaniments.</p>	<ul style="list-style-type: none"> <li>Entrée items served as an NSLP or SBP entrée are exempt on the day of or day after service in the program meal.</li> </ul>
Accompaniments	Use of accompaniments is limited when competitive food is sold to students in school. The accompaniment must be included in the nutrient profile as part of the food item served and meet all proposed standards.	
Caffeine	<p>Elementary and Middle School: foods and beverages must be caffeine-free with the exception of trace amounts of naturally occurring caffeine substances.</p> <p>High School: foods and beverages may contain caffeine.</p>	
<b><i>Beverages</i></b>		
Beverages	<p>Elementary School</p> <ul style="list-style-type: none"> <li>Plain water or plain carbonated water (no size limit);</li> <li>Low fat milk, unflavored (<math>\leq</math>8 fl oz);</li> <li>Non fat milk, flavored or unflavored (<math>\leq</math>8 fl oz), including nutritionally equivalent milk alternatives as permitted by the</li> </ul>	

HOBBS MUNICIPAL SCHOOL DISTRICT  
 REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
 CONCESSION/NUTRITIONAL BEVERAGE SERVICES

A3 (4) continued.

Food/Nutrient	Standard	Exemptions to the Standard
	<p>school meal requirements;</p> <ul style="list-style-type: none"> <li>• 100% fruit/vegetable juice (≤8 fl oz); and</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤8 fl oz).</li> </ul> <p>Middle School</p> <ul style="list-style-type: none"> <li>• Plain water or plain carbonated water (no size limit);</li> <li>• Low-fat milk, unflavored (≤12 fl oz);</li> <li>• Non-fat milk, flavored or unflavored (≤12 fl oz), including nutritionally equivalent milk alternatives as permitted by the school meal requirements;</li> <li>• 100% fruit/vegetable juice (≤12 fl oz); and</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤12 fl oz).</li> </ul> <p>High School</p> <ul style="list-style-type: none"> <li>• Plain water or plain carbonated water (no size limit);</li> <li>• Low-fat milk, unflavored (≤12 fl oz);</li> <li>• Non-fat milk, flavored or unflavored (≤12 fl oz), including nutritionally equivalent milk alternatives as permitted by the school meal requirements;</li> <li>• 100% fruit/vegetable juice (≤12 fl oz);</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤12 fl oz);</li> <li>• Other flavored and/or carbonated beverages (≤20 fl oz) that are labeled to contain ≤5 calories per 8 fl oz, or ≤10 calories per 20 fl oz; and</li> <li>• Other flavored and/or carbonated beverages (≤12 fl oz) that are labeled to contain ≤40 calories per 8 fl oz, or ≤60 calories per 12 fl oz.</li> </ul>	

# 2023 - 2024 School Calendar

## Hobbs Municipal Schools

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
				13	4	17

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
				16	4	20

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
				17	4	21

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
				15	4	19

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				13	3	16

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
				11	4	15

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
				16	4	20

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				12	3	15

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
				18	4	22

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
				14	4	18

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**Fall Semester**

- 08.03 - 08.08 Staff Professional Learning
- 8.9 1st day of class
- 9.4 Holiday
- 10.9 Holiday
- 10.13 End of 1st 9 weeks
- 10.16 Start of 2nd 9 weeks
- 11.01 Lea County In-Service
- 11.22 - 11.24 Thanksgiving
- 12.22 End of 2nd 9 weeks
- 12.25 - 01.05 Christmas Holiday

**Yearly Totals**

- 183 School Days
- 8 Days Professional Learning
- Fall Totals**
- 93 Days
- Spring Totals**
- 90 Days

**Spring Semester**

- 12.25 - 01.05 Christmas Holiday
- 01.08 - 01.09 Staff Professional Learning
- 1.10 1st day of class
- 1.15 Holiday
- 2.19 Staff Professional Learning
- 3.15 End of 3rd 9 weeks
- 03.18 - 03.22 Spring Break
- 3.25 Start of 4th 9 weeks
- 3.29 Holiday
- 5.24 Last day of class
- 05.28 - 06.06 Summer Institute

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

**Attachment 5**

CONTRACTED SERVICES AGREEMENT (SAMPLE)

[TITLE]

---

This Agreement is entered into as of the [ ] day of [ ], 20[ ], between Hobbs Municipal School District Board of Education ("the School District") and [service provider's name] ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Non-appropriation of Funding. If the School District's performance under this Agreement depends upon the appropriation of funds, and if the School District does not appropriate the funds necessary for performance, then the School District may provide written notice to Contractor and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the Contractor.
3. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in SUPPLEMENT A herein which may be amended only upon written, mutual agreement between the parties.
4. Expenses. Unless otherwise agreed in writing by the School District, the Contractor's out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder shall be considered inclusive within the terms of SUPPLEMENT A. Expenses for the time spent by Contractor in traveling to and from School District facilities shall not be reimbursable.
5. Written Reports. The School District may request that updates on project plans and/or written progress reports be provided by Contractor on a monthly basis. A final written report shall be due at the conclusion of the project and shall be submitted to the School District at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the School District.
6. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the School District; and the Contractor hereby assigns all right, title, and interest in the same to the School District.

Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the School District are hereby licensed solely to the School District for use in its operations.

7. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various information, records and specifications owned or licensed by the School District and/or used by the School District in connection with the operation of its business including, without limitation, the School District's processes, methods, staff/student data, accounts and procedures, etc. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School District. All files, records, documents, blueprints,

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

A5 (1) continued.

specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the mission of the School District, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the School District. The Contractor shall not retain any copies of the foregoing without the School District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School District, the Contractor shall immediately deliver to the School District all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control.

8. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of the Contractor's duties hereunder as is necessary to perform the required duties within the time period outlined in this agreement or otherwise, in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School District. The Contractor shall not, directly or indirectly hire any employee of the School District, and no School District employee may be simultaneously employed by the Contractor during the effective period of this agreement.
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the School District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any legal action, and the breach by the Contractor of any of the provisions of this Agreement will cause the School District irreparable injury and damage. The Contractor expressly agrees that the School District shall be entitled to injunctive and other equitable relief in the event of, or in prevention of, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the School District may have for damages or otherwise. The various rights and remedies of the School District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
10. Termination. The School District may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of with the School District for any purpose. The Contractor is and will remain an independent contractor in the Contractor's relationship to the School District. The School

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

A5 (2) continued.

District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner:
  - a. Comprehensive General Liability Insurance:
    1. Property damage: Not less than \$100,000 each occurrence,
    2. Medical expense: Not less \$300,000 each occurrence,
    3. Bodily injury (excludes medical expense): Not less than \$400,000 any one person, and
    4. Maximum per occurrence (excluding medical expense): Not less than \$750,000 each occurrence.
  - b. Workers' Compensation Insurance (if applicable) in statutory form covering all contractor's employees.
  - c. Professional Liability Insurance at a minimum of \$250,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
  
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
  
14. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
  
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association. The parties agree that any arbitration proceeding shall be conducted in Hobbs, New Mexico, and any subsequent judicial filing or review will be filed in the Third Judicial District of New Mexico or in the federal courts of New Mexico. Furthermore, any judgments upon award shall be entered in the courts of New Mexico.
  
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
  
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
  
18. Assignment and Subcontract. The Contractor shall not assign any of the Contractor's rights under this Agreement, or delegate the performance of any of the Contractor's duties hereunder, without the prior written consent of the School District.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

A5 (3) continued.

19. Background Checks. The Contractor shall be responsible for complying with the provisions of §22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be submitted to the School District for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.
21. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:        [name]  
   [Street address]  
   [City, state, zip]

If to the School District:    Superintendent  
   Hobbs Municipal Schools  
   1515 E Sanger  
   Hobbs, NM 88240

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

22. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
23. Entire Understanding. This document and any supplement attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
24. Non-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

HOBBS MUNICIPAL SCHOOL DISTRICT  
REQUEST FOR PROPOSAL (RFP NO: 2324-05)  
CONCESSION/NUTRITIONAL BEVERAGE SERVICES

---

A5 (4) continued.

**SUPPLEMENT A**                      HOBBS MUNICIPAL SCHOOLS

**DUTIES, TERM, AND COMPENSATION**

DUTIES: The Contractor will [describe here the work or service to be performed]. Any change to the work must be within the scope of work described herein. Contractor will report directly to [name] and to any other party designated by [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School District and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor's duties under this Agreement. The work may be temporarily stopped or delayed due to unforeseen circumstances upon written approval by the Owner. The Agreement may be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: Compensation to the School District shall be consistent with negotiated revenues achieved from sales of snack and beverage vending machines through the School District and other requirements of this RFP based on paragraph III. A.4, a-d.

A5 (5) continued.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

\_\_\_\_\_

*CONTRACTOR*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Hobbs Municipal School District**

Finance Department: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/ Administrative Head: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Department: \_\_\_\_\_ Date: \_\_\_\_\_