

LAS CRUCES PUBLIC SCHOOLS
505 S. MAIN STREET, SUITE 249
LAS CRUCES, NEW MEXICO 88001

BID # 18-19-03 Commodity Processing (see Commodity Food Masterbook for Commodity Codes)

Sealed bids will be accepted/opened at the Las Cruces Public Schools Purchasing Department, 505 South Main-
Ste 249, Las Cruces, NM 88001, on **Wednesday, December 12 @ 2:00 p.m., 2018.**

ACCEPTANCE OF CONDITIONS OF BID:

NOTICE: TO BE A VALID BID, BID MUST BE SIGNED BELOW.

The purchase of materials, equipment and services by the Las Cruces Public Schools (LCPS) is authorized by the State of NM Procurement Code Act Of 1978. Chapter 13, Article 1-82 defines a responsible bidder in these words: "responsible bidder" means a bidder who submits a responsive bid, and who has furnished, when required, information and data to prove his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids.

All bids must be submitted on the attached excel spreadsheet labeled "COMMODITY PROCESSING BID 18-19-03."
Each submitted bid package is to contain (1) USB Flash Drive, (2) paper copies of specifications and pricing spreadsheet, (1) General Bid conditions, (1) Debarment, (1) Campaign Contribution, (1) Conflict of Interest Form and (1) Certificate of Liability Insurance (see section 29). These forms are mandatory in return of bid.

Nutrition fact labels with a list of ingredients for each food product must accompany the bid in order to be considered.

The undersigned certifies that he/she has read and understood the following conditions of bidding, and that the firm represented accepts the conditions and submits the attached bid proposal in full compliance with the general bid conditions and the applicable bid specifications. The basis of these provisions establishes the contractual agreement between the perspective contractor and the Las Cruces Public Schools.

Name of Bidding Firm

Signature of Owner, Partner, Officer or Authorized Agent (Note: to be a valid bid, vendor must sign here.)

Contact Name and Number

Mailing Address of Bidding Firm

City, State and Zip Code

Telephone Number of Bidding Firm

E-Mail Address of Bidding Firm

LAS CRUCES PUBLIC SCHOOLS
505 S. MAIN STREET, SUITE 249
LAS CRUCES, NEW MEXICO 88001

BID NO. **18-19-03 Commodity Processing**

OPEN END BID PRICES will prevail **July 1, 2019 through June 30, 2020**, unless terminated earlier by a 30-day written notice. The quantities shown are estimated quantities. There is no guarantee of quantities to be ordered.

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements, and that bidder can supply items(s) specified.

No contract exists on the part of the Las Cruces Public Schools until written Purchase Order (PO) is executed which will bind the bidder to the terms and conditions of the bid.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order contract, or his right, title, or interest therein, or power to execute such purchase order or contract to another person, company or corporation without the previous written consent of the Las Cruces Public Schools.

Scope of Work: The purpose of this bid is to solicit responses for commodity processed products from qualified sources with intent to establish contracts for providing service for schools only sales for the entire State of New Mexico, which consists of 89 school districts with 131+/- schools and or sites. In order to be in compliance with the State of New Mexico, Procurement Code, LCPS is required to solicit a bid for commodity processed foods. Therefore, qualified USDA contractors shall list all information regarding its company's available processed food. Refer to attached specification sheets.

Although, this contract is being bid on behalf of Las Cruces Public Schools, vendor agrees to extend pricing to all New Mexico Publicly funded entities, in the event of requirements that can be adapted to the specified items awarded.

Las Cruces Public Schools will not pay for unauthorized purchases. Any liability created by purchase orders issued against this bid shall be the sole responsibility of the district issuing the purchase order.

Once bid has been awarded successful contractors will be notified by the other 89 New Mexico School District's to make delivery arrangements for their areas. **Requirements for delivery into the FANS STATE WAREHOUSE are attached herein as Attachment D for reference. Please note that an updated manual will be provided by FANS June 2019 and must be adhered to. Bidders must also adhere to each individual school district delivery requirements for direct shipments from manufacturers and shipments through an approved commercial distributor.** All rules and regulations for the bidding process with the State of New Mexico, Human Services, for donated foods will continue to apply for all processors. There are no changes in the bid process with the State of New Mexico for commodity donated foods. If you have any questions regarding the State Procedures for availability of commodity foods, etc. contact Noelle Sanchez, Program Manager, 505-841-2602.

Refrigerated trucks are required for delivery of all frozen foods. All deliveries will be stacked and rotated on pallets in storeroom, walk-in coolers and freezers. All deliveries will be F.O.B. destination including cost, insurance, and freight.

Las Cruces Public Schools claims ownership of this bid, therefore, listed below is the Las Cruces Public School Nutrition Services delivery warehouse and/or individual school location:

Nutrition Services Warehouse
1400 Hernandez
Las Cruces, NM 88001
Contact: Edwanda Williams
Phone: 575-527-5994

ALL DELIVERIES MUST BE MADE BETWEEN 6:00 AM - 10:00 AM . . . NO EXCEPTIONS!!

Any order being delivered **after 10:00 am will be refused**. If you cannot deliver at or before 10:00 am, please DO NOT BID. A performance bond may be required on successful bidders complying with the 10:00 am deadline. **Please note that other school districts may have different delivery requirements that must be adhered to.**

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The Agriculture Appropriations Act for Fiscal Year – “Buy American” Provision of the Law: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced and/or processed in the United States substantially using domestic agricultural commodities. “Substantially” means that 51% of the final processed products consist of agricultural commodities that were grown in the United States.

It is essential that all purchases of agricultural commodities and food products comply with this statute.

COUNTRY OF ORIGIN OF FOOD ITEM BEING BID MUST BE STATED. Items may be rejected if not an American Product.

Conformance and Regulatory requirements per 7 CFR parts 210.21: (f) *Cost reimbursable contracts (1) required provision.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department

For **Accounts Payable** purposes, a monthly statement of invoices for the month ending must be prepared and sent to: Las Cruces Public Schools, Attn: Nutrition Services Dept., 505 S. Main Street, Suite 249, Las Cruces, NM 88001). Payment will be made within 45 days per receipt of invoice billing Las Cruces Public Schools.

Processors are not allowed to pursue collection on invoices for a minimum of 60 days from date of signed delivery by the State of New Mexico Food & Nutrition Service (FANS) Warehouse.

Do not bid unless your firm is authorized to sell to LCPS and in the State of New Mexico.

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Order Placement: Provide information where purchase orders should be mailed. Include contact name.

Company Name
Attn
Address
City State Zip
Phone Fax
E-mail

Order Confirmation: Broker/Representative must provide confirmation of order to State Commodities and School Districts placing orders that are shipped through the State Warehouse no less than two (2) weeks prior to shipment.

Broker/Representative: must submit confirmation to school districts ordering on direct shipment (not going through State Warehouse) within 48 hours of receipt of order.

Broker/Representative Information: Provide the following information. Include two (2) contact names.

Company Name
Attn
Address
City State Zip
Phone Fax
E-mail

Company Name
Attn
Address
City State Zip
Phone Fax
E-mail

Specify if your company will impose any minimum order quantity in either product or dollars for direct school deliveries. If bid is conditioned with minimums the district cannot meet bid will be considered non-responsive.

What is your minimum?

What is your average lead time?

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INSTRUCTIONS TO BIDDERS: the purchase of any and all supplies, materials or equipment by the Las Cruces Public Schools, pursuant to any advertisement or request for bids is subject to the following terms and conditions.

1. **SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be considered if they are not received by the Purchasing Department prior to the time specified for the bid opening in the Advertisement for Bids. No bids, once submitted, may be withdrawn until 90 days after the bid opening date. All sealed bids must be submitted on the bid documents or forms furnished by the school system. All bids must be signed by a responsible and authorized person for the bidding firm and must be submitted in sealed envelopes marked on the outside as instructed in the invitation to bid, including the bid number.
2. **DELIVERY AND LABELING:** Delivery must be completed by the date set forth in the bid specifications. The time of delivery may be considered by the Board of Education, at its option, as a determining factor in awarding purchase contracts. **ALL ITEMS MUST BE LABELED IN ACCORDANCE WITH INSTRUCTIONS ISSUED WITH THE PURCHASE ORDERS AND THERE SHALL BE NO CO-MINGLING OF ITEMS WITHIN A CARTON.** Each carton, package or bundle must show the school district's Purchase Order number on the shipping label. Delivery of bid items to be on or before sixty (60) days after the date of Purchase Order.
3. **TAXES:** Attention of the bidder is invited to the fact that Las Cruces Public Schools is exempt from all Federal Excise Taxes and is exempt from State and City Sales Tax on all products. The Business Office is fully prepared to furnish all necessary exemption certificates as required.
4. **AWARD OF BID:** Bids will be awarded to all companies that are in compliance to the bid requirements, which in the opinion of the Board of Education satisfactorily meets the specifications for each item, offered. **Bidders will only be allowed to bid on thirty-five (35) items.** If an agency, who has historically bid on a certain commodity, and is no longer participating in the bidding process; but, who may have been consumed or acquired in another controlling company via buyout or merger for a specific commodity, then that controlling company may bid and/or provide pricing for that commodity that would otherwise not be bid on. By definition:

"In finance, a buyout is an investment transaction by which the ownership equity of a company, or a majority share of the stock of the company is acquired. The acquirer thereby "buys out" the present equity holders of the target company. A buyout will often include the purchasing of the target company's outstanding debt, which is referred to as "assumed debt" by the purchaser. This may consist of any other business dealings the company may presently possess."

As such, in the case of this bid, an acquiring agency may submit pricing for an additional 35 commodity products; even if bidding on commodities it normally bids on. Additional bided products shall reflect the commodity codes historically bided by the company consumed via buyout in previous Las Cruces Public Schools commodity bids. **LCPS will not accept any addition of items to the bid after it has been closed, even if bidder did not bid on full thirty-five (35) items.** Award of bids will be on an item-by-item basis (except where otherwise specified or where combination bids are called for). The Board of Education reserves the right to accept or reject any or all bids item by item and waive any of all technicalities.

***Note: If a company feels they fall under this provision, documentation must be provided with bid that shows proof of buyout or merger.**

5. **COMBINATION BIDS:** Where combination bids or all or none bids are called for, bidders must fill in the unit and total price for each individual item within the combination. The Board of Education reserves the right to reject bids in the case of combination bids for which certain items are not priced and offered by the bidder.
6. **QUANTITY:** The Las Cruces Public Schools reserves the right to increase the quantity of any or all items at the per unit bid in accordance with state school purchasing regulations.
7. **SAMPLES OF PRODUCTS:** Samples of products offered by the bidder are to be submitted by the bidder upon request of the Board of Education or authorized school officials. Samples may either be requested by direct communication, or in certain instances, may be required by the bid specifications. Samples, so required or requested, must be submitted to the Las Cruces Public Schools, Attn: Nutrition Services Department, 505 S. Main Street, Suite 249, Las Cruces, NM 88001, or as directed. Such samples must be labeled with the name of the bidder, designation of the bid for which they are submitted and with the bid item number. All expense of any nature incurred in submitting bid samples must be borne by the bidder. Bidders are advised that the Board of Education or authorized school officials will not pay for samples nor will it pay for samples soiled or damaged in the process of examination, inspection, testing or evaluation and bidders submitting samples do so with this understanding. Upon completion of testing and evaluation, and after award of contracts, bidders may pick up the unused samples, or upon written request, Board of Education or authorized school officials will ship unused samples to the bidder at the expense of the bidder. The Board of Education assumes no special or contractual responsibility of the safekeeping of bid samples, although reasonable care will be exercised as a matter of course. All bid samples not claimed or picked up by the bidders within 60 days of the bid opening will become the property of the Las Cruces Public Schools and will be utilized as the Board of Education or its authorized officials deem proper.
8. **Use of Federal Funds:** Food Services revenues are derived primarily from federal sources. Federal law prohibits application of any residential preference when the expenditure of federal funds designated for specific purchases) is involved.

9. **Pricing:** All prices quoted will be F.O.B. destination including cost, insurance and freight. **Bidder Owns Goods During Transit.**
10. At the option of the Board of Education, performance bond may be required on purchase contracts or bid awards of more than \$1,000.00.
11. Bidders are cautioned that bid proposals not submitted on official bid documents furnished by the Las Cruces Public Schools, not properly completed and filled in, not properly supported by required information and data and not properly signed may be rejected by the Purchasing Department, at its option. In cases of error in extending prices, the unit price shall be accepted as the price bid.
12. Bidders are cautioned that items must be furnished at the prices quoted in their bid proposal. **No price increases will be permitted during the term of contract. In case of industry-wide price change on open-end bids, the successful bidder will notify the Board of Education Business Office, and the open-end contract will be cancelled.** The Board of Education will then re-advertise for new bids.
13. Trade discounts will be considered in computing the low bid. Such discounts may be shown separately, but must be deducted by the bidders in calculating the unit price quoted.
14. Quantity Discounts should be included in the price of the item. Such discounts may not be considered where set out separately unless the bid invitations so specifies.
15. Transportation costs will be considered in computing the low bid, and may be computed into the bid price(s) or shown separately.
16. Nothing in this regulation shall be deemed to permit contract award to a bidder submitting a higher quality item than that designated in the invitation for bids if such bidder is not also the lowest bidder. Further, this regulation does not permit negotiations with any bidder.
17. Any bidder, offeror or contractor who is aggrieved in connection with procurement may protest to the central purchasing office. The protest shall be submitted in writing within fifteen calendar days after the facts or occurrences giving rise thereto.
18. When gross receipts taxes are applicable, they should not be included in the bid price, but should be added at the time of invoice.
19. Each respondent must attest to their status of Certification, Debarment, Suspension, and Ineligibility and Involuntary Exclusion by completion of the **Debarment Form** enclosed as **Attachment A**.
20. Respondents are required to complete and return with their bid the **Campaign Contribution Form** enclosed as **Attachment B**.
21. By responding to this bid and signing the **Conflict of Interest** document enclosed as **Attachment C**, the respondent warrants that it has no interest and will acquire no interest, which would directly, or indirectly conflict any manner or degree with the performance of the proposed service.
22. Incorporated by reference is the link to the advertised bid with detailed documentation:
 - <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4>
This link will also allow you to register your business with the Las Cruces Public Schools District.
23. **Default and Force Majeure:** The District reserves the right to cancel all or any part of any orders placed under this contract without cost to the District, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the District due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-Contractors due to any of the above, unless the District shall determine that the supplies or services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the District provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

24. **Termination:**

- A. **Grounds.** The District/Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. **Notice; Agency Opportunity to Cure.**
1. The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Las Cruces Public Schools District; or (iii) the Agreement is terminated pursuant to the section titled, "Appropriations", of this Agreement.
- C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

25. **Non-Collusion:** In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Las Cruces Public Schools District, or agency, or entity.
26. **Appropriations:** The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the agency to the Contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
27. **Confidentiality:** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the procuring agency.
28. **Impracticality of Performance:** A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
29. **Insurance:** If the services contemplated under this Agreement will be performed on or in District facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Las Cruces Public Schools District or other party to this Agreement as additional insured.
- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
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.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Las Cruces Public Schools District or other party to this Agreement as an additional insured and provide for 30-days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

IF MAILING YOUR BID

Mail to the following address:

Las Cruces Public Schools
Attn: Purchasing Dept.
505 S. Main, Suite 249
Las Cruces, NM 88001
575-527-5844

BID NO. **18-19-03 Commodity Processing**

IF SENDING YOUR BID UPS/FEDERAL EXPRESS, ETC.

Send to the following address:

Las Cruces Public Schools
Attn: Purchasing Dept.
505 S. Main, Suite 249
Las Cruces, NM 88001
575-527-5844

BID NO. **18-19-03 Commodity Processing**

**LAS CRUCES SCHOOL DISTRICT NO. 2 PURCHASING OFFICE
CONDITIONS OF BIDDING SCHEDULE**

1. Bidders are advised that all bids are subject to the legal requirements as provided in the State of New Mexico Procurement Code, Chapter 13, NMSA, 1978 Compilation.
2. All bids are to be received by the Las Cruces School District by the specified due date/time provided on the Invitation for Bid.
 - a. To facilitate timely delivery, bid response envelopes should clearly **list the BID NUMBER** and due date on the exterior of the envelope, and be mailed, or delivered to:

**LAS CRUCES SCHOOL DISTRICT NO. 2
PURCHASING DEPARTMENT
505 SOUTH MAIN STREET, SUITE 249
LAS CRUCES, NM 88001**

- b. Or faxed to (505) 527-6619.
 1. Bids received after bid opening shall not be accepted and shall be returned unopened.
- c. State the UNIT PRICE and TOTAL PRICE for each item/service offered. UNIT PRICE shall govern any extension errors.
 1. Pricing shall be stated **F.O.B.-Las Cruces, New Mexico; prepaid and allowed** unless otherwise specified.
 2. Pricing shall exclude the applicable New Mexico gross receipts tax or local option tax.
 3. Pricing shall remain effective for a minimum of thirty (30) days after the bid opening date
- d. Be complete with all required information.
 1. Detailed literature and specifications shall be included with the bid when no Brand/Model Number is specified or when an "or equal" item is offered.
 - a) Failure to provide this information shall subject bid to rejection.
 2. Where required, bidders shall state brand names and model numbers of items offered as "or equal".
 - a) Where a "brand name or equal" is specified, it is for the purpose of describing a standard of quality, performance, or characteristic desired and not to limit or restrict competition.
 3. Any changes or clarification to bid requirements shall be made via written addendums when required. Verbal understandings shall not be binding.
 4. Bids received unsigned are not acceptable until signed by the bidder or bidder's representative.
3. Bidders shall be required to:
 - a. Provide samples at no cost for evaluation purposes when requested by the School District or bid documents.
 1. Samples shall be returned at suppliers request only, otherwise samples shall become property of the School District after 60 days.
 2. When return is requested, samples shall be returned **F.O.B.-Las Cruces, New Mexico, Freight Collect.**
 - b. Comply to the criminal laws prohibiting bribes, gratuities and kickbacks.
 - c. Submit with the bid, a self-addressed, stamped envelope when bid pricing results are desired.
 1. Phone requests for bid pricing results are and will be discouraged.
4. The School District reserves the sole right to:
 - a. Determine responsible bidders and responsive bids.
 - b. Determine and waive minor technicalities in the bid form or requirements not affecting price, quality, or quantity of items or services sought.
 - c. Delete, decrease or increase quantities of bid items or services within their effective price date.
 - d. Negotiate an extension of effective price date.
 - e. Accept and award responsive bids to responsible bidders offering the lowest:
 1. Individual Unit Price, or
 2. Grouped Unit Price, or
 3. Lump Sum Unit Price;whichever is determined most beneficial by and to the School District.
 - f. Reject any or all bids partially or wholly.
5. Bid awards shall be made within thirty (30) days of the bid opening date.
 - a. Contracts resulting from this bid shall be open-ended, indefinite quantity contracts and may be "piggybacked" during the effective price dates. Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.
 - b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
 1. Purchase Order number shall appear on all subsequent packing lists, bills of lading, invoices, and other related correspondences.

6. Name of Business _____

Street Address _____

City, State, Zip _____

In compliance with the Bid Specifications and the Conditions of Bidding Schedule, I the undersigned, offer and agree to furnish any or all items, upon which prices are offered at the price set as opposite each item, to the School District within the time specified.

BIDDER GUARANTEES DELIVERY OF ITEMS WITHIN _____ DAYS. PAYMENT TERMS: _____.

UNIT PRICES EFFECTIVE FROM _____ TO _____.

AUTHORIZED SIGNATURE _____ Type or Print Name _____.

TITLE OF PERSON SUBMITTING BID _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

**LAS CRUCES PUBLIC SCHOOLS
PURCHASE ORDER TERMS AND CONDITIONS**

1. CONTRACT

The contract resulting from the acceptance of this order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.

2. DELIVERY SCHEDULE

Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by Buyer. Buyer will have no liability for payment of material; service or construction delivered to Buyer which exceeds purchase order requirements. Buyer may from time to time change delivery schedules or issue temporary suspension of scheduled material, service, or construction.

3. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to Buyer. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from any other source in time to meet scheduled deliveries.

4. CANCELLATION

Buyer reserves the right to cancel all or any part of the items or work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure; or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by Buyer at its option, in whole or in part by mailing a written notice of termination whenever the Buyer determines such termination is in its best interest. Upon termination under this paragraph. Buyer shall pay to Seller the following amounts without duplication:

The purchase order price for all completed deliveries of material, services or construction and not previously paid for.

The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.

5. INSPECTION

All material shall be received subject to Buyer's inspection and rejection. Defective material or material not in accordance to Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

6. SHIPPING/ BILLING/PAYMENT TERMS

Unless otherwise stated on the face of this order, deliveries shall be shipped F.O.B. – Las Cruces, New Mexico: Freight Prepaid & included within price of items ordered. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with Buyer's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

When applicable, original bill of lading or other shipping receipt, for each shipment shall be promptly forwarded by Seller attached to invoice.

Original invoices shall be rendered in duplicate on day of shipment accompanied, when applicable, by bill of lading and sworn statement and waiver of lien if order covers repairs and maintenance of premises and mailed to the BILL TO address on the face of this purchase order. Unless otherwise noted on the Purchase Order, payment terms shall be NET 30 after receipt of DATED invoice (all invoices shall be dated by vendor). Payments made by voucher only. No drafts will be honored.

Monthly statements shall be rendered promptly.

7. PRICE ADJUSTMENTS

Price adjustments resulting from conditions described herein shall be computed in one or more of the following ways:

By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon, thereafter, as practicable;

By purchase order unit prices or unit prices subsequently agreed upon;

By agreement on profit or fee adjustment; and / or

By any other manner that is mutually agreed upon.

Or, in the absence of the agreement, by a unilateral determination by the Buyer of the actual costs with adjustment for profit or fee as computed by the Buyer and as accounted for in accordance with industry price list, catalogue or market prices.

8. WARRANTY

Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all material covered by this order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.

9. REMEDIES

All remedies are herein reserved by Buyer and Shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.



Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in 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" requires 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 principles, have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE/ZIP: _____

COMPANY PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

COMPANY **DUNS** IDENTIFICATION NO: _____

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHORIZED TO CERTIFY THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

Date

If you have any questions, please contact me at (575)527-5845.

Sincerely,

Cesar Chavez
Buyer, Purchasing Department Las Cruces
Public Schools

ATTACHMENT B

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 include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

ATTACHMENT B: CONTINUED

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)

Company Name

--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)

Company Name



CONFLICT OF INTEREST

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

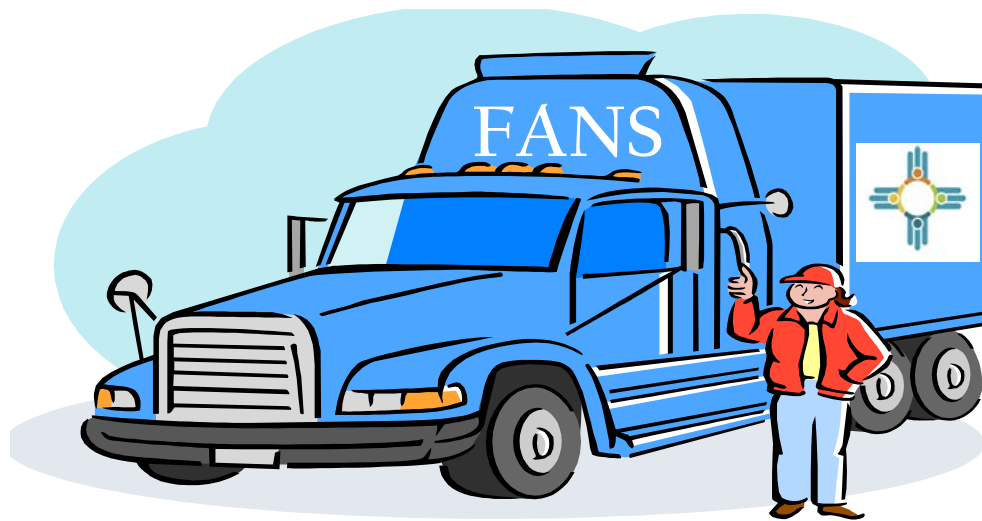
Company Name

Address

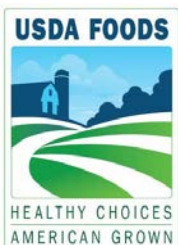
Company Representative

Date

Human Services Department Food and Nutrition Services Bureau



New Mexico Processing Manual



Food and Nutrition Services (FANS) Bureau Responsibilities for Further Processing

The FANS Bureau is the state agency authorized by USDA as the Distributing Agency for USDA Foods (formerly known as commodities) in New Mexico. According to USDA (7CFR Part 250), the FANS Bureau is responsible for ensuring statewide compliance with all local, state and federal laws regarding distribution of processed items for New Mexico SFAs (school food authorities). This includes: approving all Manufacturers and determining allowable processed end products, the ordering and diversion of trucks, and approval of all requests to transfer pounds between states and SFAs. FANS will provide Sales Order # for Manufacturers or Brokers upon request.

The FANS Bureau aids in the implementation of the New Mexico Food Distribution Advisory Council's Annual Processing Show. During the show the FANS Bureau provides training to processing SFAs and updates Manufacturers with changes for the following year. Annual training includes updated USDA Guidance, a list of approved Manufacturers, November 15th USDA Price List and USDA Foods available for further processing.

As per the "Manufacturers' & Brokers' Responsibilities" presented in this document, FANS will ensure that all Brokers and Manufacturers are providing the utmost support, guidance and customer service for the SFAs of New Mexico.

FANS will make every effort to provide excellent customer service and guidance to New Mexico SFAs. If a situation has been brought to the attention of the Food Distribution Manager and it is not remedied in a timely manner, the Bureau Chief should be contacted immediately.

PROCESSING TIME LINE (Dates are subject to change)

August – SFAs will receive their first FANS Bureau Delivery.

September – New Manufacturer requests to process in the following year are due to FANS.

November-December -Bid Process completed by SFAs.

December –Processing Show

February – SFAs place orders with Brokers and divert pounds in *CNP Web*.

March –SFAs will receive confirmation from Broker of processing orders and delivery dates for the following school year. Brokers will turn in all orders to FANS Bureau.

April- FANS places orders for USDA trucks.

May – SFAs will receive their final deliveries from the FANS Warehouse.

June – All remaining pounds at the Manufacturer will transfer to the NM State Account.

July – SFAs must issue a purchase order to the appropriate Manufacturer

NM School Food Service Responsibilities for Processing

School Food Authorities (SFA) have the option to divert a portion of their USDA Foods for further processing. SFA that choose to divert for further processing are required to monitor their monthly pound usage at each Manufacturer, keep open lines of communication with Manufacturers, local Brokers and the FANS Bureau and adhere to local, state and federal laws. The FANS Bureau will assist in this process by providing training, guidance, recommendations and communication with all parties involved to ensure that USDA Foods are used as efficiently as possible.

All SFA planning to divert for further processing are required to attend the Annual Processing Show. During the Show the FANS Bureau will provide training to SFA. The Manufacturers and Brokers will also be available to provide technical assistance and guidance. If the SFA does not attend, the FANS Bureau may not allow the SFA to divert for further processing in the upcoming year.

Before deciding to divert USDA Foods for further processing, SFA should consider the additional cost that may be incurred, time needed to monitor usage and communication required with all entities. Processing may not be a perfect fit for all SFA. If an SFA is unable to comply with the requirements set forth by USDA and the FANS Bureau, an SFA may not be able to participate in the processing option.

SFAs will place their brown box, processing diversions and DOD diversions into CNP Web. Aside from entering the processing diversion into CNP Web, the SFA must also submit all orders to the local Brokers. Brokers must then confirm the orders and delivery dates with the SFA prior to submitting the orders to the FANS Bureau. Once Broker orders have been submitted to the FANS Bureau, the FANS Bureau will confirm the orders with the SFA. After this confirmation is made and truck orders have been placed the SFA will no longer be able to change the diversion request.

Once the orders are final, the SFA must forward the required documentation to their Finance/Business Office. Shortly after July 1, a purchase order (PO) must be sent to the Manufacturer which must include: contact information, amount and terms for payment. A credit application may be required. A Manufacturer will not send out product until the purchase order is received. If the SFA receives a bill from the Manufacturer prior to receiving the product that was to be delivered by the FANS Bureau, the SFA should contact the FANS Bureau to determine if the product is in the FANS Warehouse. Please refer back to the PO for payment arrangements. If problems occur with processing, contact the Manufacturer and/or representative. If not resolved within 30 days, contact the FANS Bureau. However, all payment issues are between the SFA and the Manufacturer.

It is very important for the SFA to constantly track their diverted pounds and product. Please request assistance from the Broker if needed. All Manufacturers will have their information available via the web. It is the responsibility of the SFA to know their balances.

Sufficient storage is needed for processed product and processed cases will take up more storage space. Place orders on a monthly basis taking all of this into consideration. FANS will be not able to store items for extended periods of time. Once the items arrive in the FANS Warehouse, they will be sent out on the next delivery to the SFA.

Record keeping is very important. The SFA must maintain all processing records for three years and current information for the following:

- Exact product name and code number of the product.
- CN Label and nutritional analysis
- Verification of creditable grain products that are not CN labeled and/or not found in the Food Buying Guide.

The FANS Bureau does not allow the SFA to carry over any pound balances from one year into the next. All balances at Manufacturers as of June 30th will be moved into the State Account. These pounds will then be distributed as State Allocated Bonus in the following year.

NM Brokers' & Manufacturers' Responsibilities

To become a Manufacturer in New Mexico: A request in writing must be submitted to the FANS Bureau. This request must contain a copy of your National Processing Agreement and the USDA food you plan to process.

This request must be submitted to the FANS Bureau prior to September 1. The FANS Bureau will present all requests to processing SFAs. Processing SFAs will vote via survey monkey to determine which processors they would like available in the upcoming ordering season. All approved processors will be invited to our Annual Processing Show and Training.

For additional guidance, please contact the FANS Bureau directly.

Request to process an additional USDA Food: If you are currently processing in New Mexico and would like to process an additional USDA Food, a request in writing must be submitted to the FANS Bureau by September 1. You must also adhere to all the requirements listed above.

Manufacturers and Brokers must do the following: Participate in the annual processing training and show, participate in the bid process and have representation by a local Broker. If awarded a contract, the Manufacturer must have a State Participation Agreement with FANS Bureau and a current SEPDS.

Each Manufacturer must fill a minimum of one full truck. After the minimum requirement is met, manufacturers may submit additional trucks in even half truck load increments, if permitted by USDA. FANS Bureau will order only trucks in full or half load increments. Brokers must submit orders to the FANS Bureau accordingly.

If a manufacturer is unable to fill a full truck, they will not be allowed to process in the following year.

For the processing show, Manufacturer must provide the following information for all items on display:

- Nutritional information
- CN Labels or Product Analysis
- Availability through FANS Warehouse or Direct Ship Only

The above information should be available to all in attendance at the show.

A Manufacturer must participate in at least one web based application (K12, Processor Link, Manufacturers' Homepage, or etc.), making information available to SFAs and FANS. It is the responsibility of the Manufacturer to provide training for the SFAs and FANS if the Manufacturer is using an application besides K12 or Processor Link.

All pounds remaining at the Manufacturer as of June 30th will be transferred to the State Account.

All transfers between SFAs require prior written approval by FANS. All transfers from the State Account require FANS written approval. Brokers and Manufacturers may not request transfer of pounds without written consent.

Delivery of End Product:

When delivering through the State Warehouse, all FANS Warehouse Procedures must be followed. For reasons unforeseen, there may be a time that the FANS Warehouse cannot deliver processed product and Manufacturers will have to make arrangements to deliver to the SFAs. Manufacturers must allow up to 2% (not cumulative) for loss of and/or damage of processed product during possession by the FANS Warehouse per year. PLEASE SEE THE FANS WAREHOUSE PROCEDURES FOR FURTHER GUIDANCE.

If any of the above requirements are not met, the Manufacturer and their Broker will receive a letter of non-compliance. After three letters of non-compliance the Manufacturer and their Broker will not be allowed to participate in the NM Food Distribution Program for a minimum of one year. If there are any questions regarding these requirements, please submit them in writing to the FANS Bureau.

New Mexico Procedures for Delivery of Processed Product

The Manufacturer must email the warehouse coordinator (Randy.Varela2@state.nm.us), the food distribution coordinator (Richard.Olivas@state.nm.us) and the program manager (NoelleA.Sanchez@state.nm.us) a spreadsheet of the processed product they are delivering to the state warehouse. **The FANS Warehouse will only accept deliveries during the weeks indicated by the delivery calendar.**

The spreadsheet should be emailed two weeks prior to the scheduled delivery.

The spreadsheet must include the following:

- Name of Processing Company
- Contact Person
- Contact Person's Phone Number
- Date of Delivery to the state warehouse (not the ship date)
- Product Number (in numeric order on the spreadsheet)
- Product Description
- Product Pack Size
- Product Net Weight
- Total number of cases for each processed product being shipped.
(Do not list other products that will not be on truck)
- Alphabetical list of SFAs receiving processed product (do not list SFAs that are not receiving product on that delivery)
- Number of cases of each processed product a SFA is receiving

If changes are made to the spreadsheet before the delivery arrives at the state warehouse a new spreadsheet **must be** emailed.

Once the Manufacturer emails the spreadsheet with the processed products that will be delivered, the trucking company may call (505-699-0965, 505-841-2694 or 505-841-2602) and schedule a delivery appointment. Truckers are expected to keep the delivery appointment they have scheduled. If they cannot make that appointment, they must call immediately (505-699-0965, 505-841-2694 or 505-841-2602) and change their delivery appointment. Failure to do this will result in the state warehouse refusing the truck.

All trucks delivering processed product to the state warehouse **must have a master bill of lading**. This allows the warehouse staff to verify the load easily. Without a master bill of lading, the state warehouse will refuse the truck.

Manufacturers may combine deliveries to the state warehouse on the same truck with other Manufacturers provided each Manufacturer emails a separate spreadsheet to the warehouse supervisor and provides a separate master bill of lading. The processed products must also be separated by Manufacturer on the truck. Failure to comply with these procedures will result in the state warehouse refusing the truck.

Each Manufacturer is allowed **four processed products** per truck per delivery. Manufacturers may no longer bring in four products per USDA Food.

All trucks coming into the state warehouse must be transported as follows:

- All processed end products must only be transported and delivered with other food products. End products should not be comingled with nonfood products during transit.
- Processed product/item numbers must be palletized separately. Only partial amounts may be shipped together on the same pallet.
- Processed products must not be palletized by individual SFA.
- Product number and name on box must match number and name listed on the Spreadsheet that was emailed to the warehouse supervisors.
- Product name and number must be facing out for easy verification on delivery and inventory.
- Products must be stacked to an appropriate height to ensure the weigh does not crush or damage bottom cases.
- Processed pallets must be shrink wrapped to prevent load shifting during transit.

The state warehouse **will not** re-palletize processed product in order to verify a load. Trucks not palletized according to procedures will be refused by the state warehouse.

100 cases is the maximum number of processed products an SFA may receive at one time. SFAs receiving 101 cases or more from one Manufacturer on a single delivery will be required to take direct delivery from that Manufacturer. The state warehouse will not accept delivery for any SFA that is receiving 101 cases or more of processed product on a single delivery.

All Manufacturers are allowed to deliver **one** truck of processed product per month to the state warehouse. Monthly deliveries to the state warehouse can be made from July through April. Deliveries will be accepted only during the weeks indicated on the delivery calendar. A calendar detailing acceptable deliveries periods will be provided. For reasons unforeseen, there might be times that the FANS Warehouse cannot deliver for approved Manufacturers. Manufacturers will have to make arrangements to deliver the items to the SFA.

Due to homeland security issues the state warehouse will not accept or be responsible for accepting processed product that has not been delivered directly to the state warehouse by the

Manufacturer. The FANS Bureau is also not responsible for product picked up from the FANS warehouse and distributed by the local Broker or their staff.

In addition, manufacturers or brokers must provide the SFA with a notice that their processed product will be delivered to the FANS State Warehouse at least 10 days prior to delivery. Processors or brokers must provide the SFA with an e-mail confirmation within 2 days of receipt of said order.

Direct Delivery of Processed Products to an SFA Warehouse

Confirmation of all direct orders must be submitted to the SFA a minimum of two weeks prior to delivery.

Trucking companies must call and schedule a delivery appointment with the SFA. Truckers are expected to keep the delivery appointment they have scheduled. If they cannot make that appointment they must call immediately and change their delivery appointment. Failure by a trucker to do this may result in the SFA refusing the delivery.

Approved Method of Delivery for Manufacturers

Below you will find the list of approved Manufacturers who may deliver through the FANS warehouse and their approved USDA Food that may be distributed through the warehouse. These Manufacturers were chosen by SFAs that need to utilize the warehouse in order to receive their processed deliveries.

Approved to deliver through the State Warehouse	Approved for direct deliveries ONLY
Alpha- Cheese	Brookwood Farms- Pork Picnic
Asian- Chicken Leg	JM Smucker's- Raw Peanuts
Basic American- Dehydrated Potatoes	Land O'Lakes- Cheese
Cargill- Eggs	McCain- White Potato
Integrated- Ground Beef	Michael Foods- Eggs
Jennie-O- Whole Turkey	Shady Brook- Whole Turkey
JTM- Ground Beef	Trident Seafood- Pollock
JTM- Pork Picnic	Yangs- Chicken Leg
MCI- Cheese	
Nardone Bros.-Cheese	
National Food Group- Apples and Peaches	
Pilgrims- Bulk Chicken	
Red Gold- Tomato Paste	
Schwan's- Cheese	
Tyson- Bulk Chicken	
Tyson- Ground Beef	
Tyson- Pork Picnic	

School Year Delivery Schedule For Approved Processing SFAs

SFAs can monitor their monthly deliveries through CNP Web.

- FANS delivers to the SFAs on a four week run schedule. The first week FANS sends out the A Runs, second week the B Runs, third week the C Runs, and the fourth week the D Runs.
- Holidays usually require an abbreviated schedule.

A Runs 1st Week	B Runs 2nd Week	C Runs 3rd Week	D Runs 4th Week	NOI	Direct Delivery
Chama Valley	Belen	Alamo Navajo	Alamogordo	Capitan	Albuquerque Public
Espanola	Carlsbad	Aztec	Animas	Gallup	
Moriarty	Clovis	Bloomfield	Deming	Hatch	
Mountainair	Dexter	Central	Gadsden	Lovington	
Questa	Hobbs	Cuba	La Promesa		
Santa Fe	Los Lunas	Farmington	Las Cruces		
Taos	Portales	Jemez Valley	MAS Charter		
Turquoise Trail	Rio Rancho	Laguna	Mescalero Apache		
	Roswell	Rehoboth	PAPA Charter		
	Vaughn	Shiprock	Pueblo Pintado		
		Wingate High	Sequoyah		
		Zuni	Silver City		

Contact Information

**NM Human Services Department
Income Support Division
Food and Nutrition Services Bureau**

1425 William SE
Albuquerque, NM 87102
Toll Free 1-800-648-7167

Bureau Chief	Steven Chavez (505) 841-2696 Steven.Chavez@state.nm.us
Program Manger	Noelle Sanchez (505) 841-2602 NoelleA.Sanchez@state.nm.us
Food Distribution Coordinator	Richard Olivas (505) 841-2694 Richard.Olivas@state.nm.us
Warehouse Coordinator	Randy Varela (505) 841-2616 Cell (505) 699-0965 Randy.Varela2@state.nm.us