



# **ALBUQUERQUE PUBLIC SCHOOLS**

**Invitation to Bid: 17-076MS**

**Packaged Ice Delivery Service**

**BID DUE TIME AND DATE:** 5/3/2017 @ 10:00 AM (LOCAL TIME)  
**PURCHASING CONTACT:** Melissa Sanchez at 505-345-5661  
**E-MAIL:** [Melissa.sanchez@aps.edu](mailto:Melissa.sanchez@aps.edu)

**LOCATION:**  
Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

**OFFICIAL CONTACTS ONLY**

This Bid contains restrictions on contact with Board of Education and APS Staff. Violation of this policy may lead to disqualification. See item 8 (Page 4) of General Instructions of this document.

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## GENERAL INSTRUCTIONS

1. Sealed bids for Packaged Ice Delivery Service will be received at the Albuquerque Public Schools Procurement Department no later than May 3, 2017 at 10:00 am (local time).
2. To ensure proper bid identification, the following information must be clearly labeled on the outside of the bid submittal. (1) Offeror's business name, (2) Bid number, (3) Bid title, (4) Opening date, and (5) Opening time. **Do not allow shipping labels to cover this information.**
3. Bids must be addressed and delivered to one of the following addresses.

PHYSICAL ADDRESS: (For Express mail, carrier delivery or hand carry delivery)

Albuquerque Public Schools  
 ATTN: Procurement Department  
 6400 Uptown Blvd. NE, Suite 500 E  
 Albuquerque, NM 87110

USPS MAILING ADDRESS: For first class mail (allow 4 days for APS internal delivery)

Albuquerque Public Schools  
 ATTN: Procurement Department, Suite 500 E  
 PO Box 25704  
 Albuquerque, NM 87125-0704

4. It is the bidder's responsibility to ensure the bid arrives before the due date and time. Bidders are cautioned that "late is late". It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, U.S. mail service delivery, etc.
5. Albuquerque Public Schools does not accept bids electronically, by fax, or email as a hardcopy with original signature must be submitted.
6. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	4/17/2017
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	5/2/2017 @ 2:00pm (local time)
Submission of Bid	Bidder	5/3/2017 @ 10:00am (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

## GENERAL INSTRUCTIONS

7. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.
8. Any inquiries or requests regarding clarification of this bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of the District. Any contact with an APS Department or School may automatically result in a rejection of bid. Any other communication will be considered unofficial and non-binding. Please note the last day for questions in the sequence of events above (#6).
9. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the Bid. Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
10. It is the responsibility of every bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> and click on "See Current Bids and RFPs") prior to the due date before submitting their bid to Albuquerque Public Schools. **All addendums must be acknowledged in the submitted bid.**
11. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid.
12. No Addendum will be issued later than SEVEN (7) days prior to the date for receipt of Bids, except an Addendum withdrawing the Bid or one which extends the date for receipt of Bids.
13. APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of the District to do so. Such extensions shall be by addendum, which may be issued before the submission due date.
14. Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:
  - "APS" shall mean Albuquerque Public Schools
  - "Bidder" is any person, corporation, or partnership who chooses to submit a bid.
  - "Contract" shall mean an agreement for the procurement of items of tangible personal property or services.
  - "Contractor" shall mean successful supplier.
  - "Determination" shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

## GENERAL INSTRUCTIONS

“Desirable” the terms “may”, “can”, “should”, or “prefers” identify a desirable or discretionary item or factor.

“District” shall mean Albuquerque Public Schools

“Mandatory” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bid.

“Purchase Order” shall mean the document, which directs a contractor to deliver items of tangible personal property or services.

“Responsible Bidder” shall mean a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“Responsive Bid” shall mean a bid, which conforms in all material respects to the requirements set forth in the bid.

15. Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements.
16. The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.
17. This bid may be canceled or may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
18. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District.
19. The District reserves the right to award the contract to the responsible Bidder(s) submitting responsive Bid with resulting agreements that are advantageous and in the best interest of the District. The District reserves the right to award contracts to multiple responsible Bidders to meet the needs of the District.
20. All costs incurred by a Bidder in connection with responding to this Bid, the selection process undertaken in connection with this procurement, and any negotiations with the District will be borne by the Bidder.
21. This procurement in no manner obligates Albuquerque Public Schools until a valid signed pricing agreement or valid Purchase Order is executed.

## GENERAL INSTRUCTIONS

22. The bid will be awarded to the lowest responsible and responsive Bidder(s) that meets or exceeds the specifications/scope of work outlined in the Bid Documents. Albuquerque Public Schools reserves the right to the sole judge to determine “meets or exceeds”.
23. The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.
24. The contents of the bid will be available to the public at bid opening. The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
25. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
26. Where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. If a vendor proposes an “equal” to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
27. APS will not select from multiple offers on a single document. If bidder offers more than one brand/price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is a low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as “Bid #2”. Each bid must stand alone and comply with the terms and conditions of the contract. Bidders offering other than specified goods must submit illustrated literature and complete product data with complete citation and reference to each component part of each item for evaluation purposes.
28. The bid price shall be a delivered price. All materials shall be shipped F.O.B Destination as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
29. APS reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.
30. In the event APS receives comparable pricing structures and list prices in the same categories, then APS may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

## GENERAL INSTRUCTIONS

31. Albuquerque Public Schools reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of Albuquerque Public Schools. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.
32. The District reserves the right to increase or decrease the quantity of any item called for, add additional related items as the District deems necessary or to eliminate any item entirely.
33. 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/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.
34. If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. Albuquerque Public Schools reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.
35. Any resulting purchases under the bid will be made by Albuquerque Public Schools purchase order or procurement card. Quotes provided to Albuquerque Public Schools will be quoted as provided on the Invitation to Bid and will reference the Price Agreement number so verification of pricing can be made.
36. Bids may be awarded preference in compliance with NMSA 13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of certificate issued by State of New Mexico Taxation & Revenue. If bid is Joint Venture, Bid shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: A Bid cannot be awarded both a resident preference and a resident veteran business preference. Additionally, preferences are not applicable for federal fund purchases.

## TERMS AND CONDITIONS

1. **TERM:** APS reserves to right to enter into a six (6) year indefinite quantity contract with awarded Bidder(s). Pricing will be F.O.B Destination. Please note, although this contract will be for the full term, price adjustments will be considered. See item 4 of this section, pricing escalation.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** The District's obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If the District does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. The District determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The contractor may terminate this contract only if Albuquerque Public Schools fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
    2. By written mutual agreement between the Contractor and the District.
  - B. Termination by the District
    1. For Cause
      - a. The occurrence of either one of the following events will justify termination for cause:
        - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
        - ii. Contractor's violation in any substantial way of any provisions of this contract.

TERMS AND CONDITIONS CONTINUED

- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits

resulting from such termination.

- c. Where Contractor's services have been so terminated by the District, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

9. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

10. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by NMSU at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

Bodily injury, each person, excluding medical and medically related expenses	\$400,000
Medical and medically-related expenses	\$300,000
Vehicle Bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, each occurrence	\$200,000

## TERMS AND CONDITIONS CONTINUED

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be: Albuquerque Public Schools.

**Certificate of Insurance forwarded to:** Albuquerque Public Schools  
Procurement Department  
6400 Uptown Blvd. NE, Suite 500E  
Albuquerque, NM 87110

11. **AUDIT:** The District reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by District personnel or a third party under contract with the District. The District shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the District the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee District's access to books and records of such party.
12. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for the District. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the District as a result of this procurement.
13. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 13-1-129, Bidders are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Bidder. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by Albuquerque Public Schools.
14. **DEBARMENT OR SUSPENSION:** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the District and shall not be considered for award of the contract during the period for which it is debarred or suspended with the District.
15. **CONFLICT OF INTEREST:** By submitting a bid, the proposer certifies that no relationship exists between the proposer and the District that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to the District.
16. **NON-DISCLOSURE:** The proposer shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

## TERMS AND CONDITIONS CONTINUED

17. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
18. **FOB:** Unless stated otherwise, the price for goods is FOB: destination (District's designated address).
19. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
20. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
21. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
22. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Seller's non-conforming goods substantially impair the value of the goods.
23. **SELLERS RIGHT TO CURE A NON-CONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
24. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
25. **PROTEST:** Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

## TERMS AND CONDITIONS CONTINUED

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.

A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978)

26. **BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, Bidder acknowledges and agrees to the terms and conditions set forth in this Bid and certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District.

## TECHNICAL SPECIFICATIONS

1. **Intent:** The purpose of this bid is to establish pricing for Packaged Ice Delivery Service for Food & Nutrition Services for Albuquerque Public Schools.
2. **Scope of Work:** Albuquerque Public Schools is requesting bids for packaged ice delivery services to Central Warehouse Facility located at 800 Louisiana Blvd NE, Albuquerque, NM, 87108.

APS reserves the right to add ice products through amendment within each category (with approved contractor) as they are introduced into the market with prior approval from APS Purchasing Department and APS Food & Nutrition Service.

Potential Bidders must comply with FDA Requirements listed below.

### Ice Labeling

Packaged ice labels must meet FDA food labeling requirements. The labels must list the name and place of business of the manufacturer, packer, or distributor of the ice. The labels must also list the net quantity of contents of the product. Because ice is a single ingredient food, packaged ice does not need listing of ingredients. In addition, ice does not require a nutrition facts label, unless the package has a nutrient content claim (such as low in sodium). But ice labeled as being from a specific source, such as spring water or artesian well water, must be truthfully labeled and not misleading; in other words, it must really be from that source. The source water must meet all the requirements for such types of source water, as described in FDA regulations.

The FDA Food Code, on which most state and local food regulations are modeled, contains provisions related to the safe and sanitary production and handling of ice.

3. **Purchase Orders and Invoicing Procedures:** Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as services are provided.

Itemized invoices, clearly referencing appropriate pricing agreement number and bid number shall be submitted to Food and Nutrition Services, 800 Louisiana Blvd NE, Albuquerque, NM, 87108. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

Contractor's invoicing must be easily verifiable and traceable to the contract. Product numbers, brands, models, etc. must be clearly defined.

If invoices are not generated as per contract pricing, APS reserves the right to request corrected invoices or APS may correct invoices without notice to company.

**As a minimum, the following information must appear on all Delivery Tickets and Invoices:**

- a. Price Agreement Number
- b. Purchase Order Number or SPO Number
- c. Invoice Number

## TECHNICAL SPECIFICATIONS

- d. Delivery Date
- e. Item Number
- f. Item Description
- g. Quantity Shipped
- h. Unit Price
- i. Extended Price
- j. Total Invoice
- k. Location Number
- l. Recipient's Signature
- m. Company Header

4. **Pricing:** All prices quoted will be F.O.B. destination including cost, insurance and freight.
5. **PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

APS will require a 30 day written notice for any request for price escalations/decreases. A request for price escalation must be supported with price documentation specifying the circumstances relied upon for escalation. Any such approved increase will be confirmed by amendment. No substitutions of product are allowed unless approved by APS Purchasing Department or Food & Nutrition Services.

Contractor may decline a renewal with no penalty by submitting a "Letter of Withdrawal" to the Procurement Office, and APS will either award to the next low bidder or re-bid. If prices should decrease in the market, APS must also benefit from any market fluctuation which would derive a savings.

Letter of Withdrawal" to be addressed or emailed to, APS Purchasing Department, Attn: Melissa Sanchez, P.O. Box 25704, Albuquerque, NM 87125. Email address: [Melissa.sanchez@aps.edu](mailto:Melissa.sanchez@aps.edu)

6. **Specification Sheet:** Please review the specification sheet carefully, as to particular references are made. Bids are to be submitted according to pricing structure.
7. **Quantities:** The estimated quantities as shown are a projected/proportional annual usage based on historical data. This is not a commitment to purchase. The information is included to provide a potential bidder with some idea of possible contract activity.

What is your minimum order (quantity, dollars, etc.)? \_\_\_\_\_

8. **Deliveries:** All deliveries to be F.O. B destination, including cost, insurance, and freight to Food & Nutrition Service Central Warehouse. Quantities requested by APS will be on an "as needed" basis. Emergency orders may also be required.

## TECHNICAL SPECIFICATIONS

Listed below is Food & Nutrition Services Central Warehouse address for all deliveries

- **Louisiana Warehouse:** 800 Louisiana Blvd. NE, Albuquerque NM 87108 which accepts deliveries between the hours of 7:00 a.m. – 12:00 p.m. This location accepts deliveries, Monday thru Friday.

Prompt delivery is of the essence and may be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms.

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of APS.

If delivery of poor product arises, contractor will be notified and be given the opportunity to correct those issues. APS Food & Nutrition Service and/or Purchasing will make no more than one phone request. If the issues have not been resolved after the initial phone request, a meeting and/or cure letter will be in place to correct the issues within said time frame. After phone notification, meeting and/or cure letter expressing the problems and the problems have not been resolved; APS reserves the right to cancel the contract and award to the next low bidder or re-bid. In the event this should occur, APS Purchasing and Food & Nutrition Services in conjunction with the contractor will determine a phase out period for ease of transition to a new contractor. At no time will APS be without service.

9. **Pallet Requirements:** Any shipments received as a result of purchase orders generated as a result of awards on this solicitation shall be palletized if the quantity of cartons in the shipment is more than twenty (20) and/or if the total shipment weight exceeds 200 pounds.

Palletized product must be tied and shrink-wrapped to avoid shifting in transit and during unloading. Palletized product must not exceed five (5) feet in height.

All palletized cartons must have externally facing labels identifying carton, contents and quantity. It is acceptable to mix product on a single pallet as long as smaller quantities of like items and smaller items are placed toward the top and the entire pallet is stacked as may be physically and commercially sensible.

10. **Food Protection:** Transportation of food must meet the Food Sanitation Ordinance for General Food protection 9-6-1-3. Albuquerque code of Ordinances, which states as follows: All foods while prepared, served, displayed, stored sold at food processing and/or food-service establishments or during transportation shall be wholesome and protected from contamination. The product temperature of all potentially hazardous food be maintained at 45 degrees F. (7 degrees C.) or below or 140 degrees F. (60 degrees C) or above, except during necessary period of preparation.

It is crucial that all products be delivered on time and at the appropriate temperatures to meet health code requirement. Foods received at the wrong temperature **will not be accepted.**

11. **Negotiation of Related Items:** During the life of the contract, APS reserves the right to negotiate with successful bidder(s) for pricing on items related to this contract but not specifically named herein.

**TECHNICAL SPECIFICATIONS**

APS does however; reserve the right to negotiate with successful bidder(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new item(s) and pricing structure. APS reserves the right to add new products within each category as they are introduced to the market.

- 12. **Warranty/Guarantee:** All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Bidders will replace damaged items at no cost to APS.
  
- 13. **City of Albuquerque Environmental Health Inspection Certificate:** APS prefers to have a copy of your latest City of Albuquerque Environmental Health Inspection Certification submitted with your bid. If certificates are not submitted at time of bid opening. APS reserves the right to require them prior to award. All awarded bidders must submit certificates prior to award.
  
- 14. **Request(s) NOT Defined in Scope of Work:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of the proposed contract. Should such requests occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer
  
- 15. **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(s) is involved.
  
- 16 **Basis of Award:** Award(s) will be based upon lowest responsive responsible bid.
  
- 17. **Contact Information:** Provide the following information. Include contact name.

**Payment/Invoice Information:**

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

Contact: \_\_\_\_\_

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

City, State ZIP Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

TECHNICAL SPECIFICATIONS

Product or Delivery Problems:

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

Contact: \_\_\_\_\_

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

City, State ZIP Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

PRICING LIST

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative \_\_\_\_\_ Contractor's License #: \_\_\_\_\_ (If Applicable)

Type or print Name of above \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

Contact information for Sales Department

Contact information for POs/Invoicing/Etc.

Name of Contact \_\_\_\_\_ Name of Contact \_\_\_\_\_

Telephone No. \_\_\_\_\_ Telephone No. \_\_\_\_\_

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

\*\*\* IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS. \*\*\*

# SPECIFICATION PRICING SHEET

Vendor Name \_\_\_\_\_

<b>ITEM NO.</b>	<b>DESCRIPTION</b>
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**1. PACKAGED CUBED ICE DELIVERY – 20 LB. BAGS**

Delivered to Food & Nutrition Central Warehouse as needed.

Estimated quantities are as follows:

Estimated quantity for the "Summer Lunch Program," is 9,600 lbs.

Estimated annual (not including summer lunch program) is 20,000 lbs., 2,222 lbs. per month.

Size	Company Name/Label	Product Code/Item #	Unit Price (including delivery)
			\$

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative bidder will be assigned at the discretion of APS.

**What is your average lead time?** \_\_\_\_\_

Bidder's signature signifies understanding of pallet requirements. APS reserves the right to reject shipments which are not tied, shrink wrapped and palletized.

**Signature of Pallet Requirements:** \_\_\_\_\_

**What is your minimum order (quantity, dollars, etc.)?** \_\_\_\_\_



**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**CONFLICT OF INTEREST**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_  
List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right \_\_\_\_\_ to \_\_\_\_\_ receive \_\_\_\_\_ royalties \_\_\_\_\_ from \_\_\_\_\_ the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

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

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Name of Company (typed or printed): \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature Date Title (Position)

**BID SUBMITTAL REQUIREMENT AND CHECKLIST**

**Bid No. 17-076MS**

**PACKAGED ICE DELIVERY SERVICE**

Please submit your completed bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified**. Check off and sign that items are included in your response to this bid.

- The following bid information is clearly labeled on the **very outer envelope** (please note: **If you put your sealed bid inside of a FedEx, UPS, etc. envelope, all of this information must be re-written on that outer envelope as well**) of your **sealed** bid.
  - Offeror's **Business Name** (not an individual's name)
  - Bid Number: **17-076MS**
  - Bid Title: **Packaged Ice Delivery Service**
  - Opening Date: **May 3, 2017**
  - Opening Time: **10:00 AM (Local Time)**
  - Proper Delivery Address:

**ALLOW 5 ADDITIONAL DAYS FOR DELIVERY**

**PHYSICAL ADDRESS:**

**(For Express Mail, carrier delivery, or hand delivery)**

Albuquerque Public Schools  
ATTN: Procurement Department  
6400 Uptown Blvd. NE, Suite 500 E  
Albuquerque, NM 87110

**USPS MAILING ADDRESS:**

**(For First Class Mail)**

Albuquerque Public Schools  
ATTN: Procurement Department, Suite 500E  
P.O. Box 25704  
Albuquerque, NM 87125-0704

- Acknowledgement of pallet requirements. **SIGNED**
- Contact Information
- Price List (with signature and contact information completed) **SIGNED**
- Specification Pricing Sheet **SIGNED**
- Specification Exception Form **SIGNED**
- Completed Conflict-of-Interest-and-Debarment/Suspension Form **SIGNED**
- Campaign Contributions Disclosure Form **SIGNED**
- Certification of insurance (if applicable)
- Addendums (if applicable) – **before** submitting your bid, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>
- Bid Submittal Requirements and Check List **SIGNED**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)