



ALBUQUERQUE PUBLIC SCHOOLS

**Invitation to Bid: 17-090MS
NM PRODUCE GROWERS
(DIRECT PURCHASE ONLY)**

BID DUE TIME AND DATE: 6/27/2017@ 10:00 AM (LOCAL TIME)
PURCHASING CONTACT: Melissa Sanchez at 505-345-5661 X 38241
E-MAIL: 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 7 (Page 4) of General Instructions of this document.

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GENERAL INSTRUCTIONS

1. Sealed bids will be received at the Albuquerque Public Schools Procurement Department no later than June 27, 2017 at 10:00 am (local time).
2. To ensure proper identification and handling, clearly indicate the BID number, Bid title, opening date, opening time on the outside of the sealed response envelope:

PHYSICAL ADDRESS:

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

MAIL TO:

(Allow minimum 5 business days for US mail):

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

3. 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.
4. Bids must be submitted by the due date and time. Albuquerque Public Schools does not accept bids electronically, by fax, or email as a hardcopy with original signature must be submitted. Any and all Bids not received by the submission date and time shall be rejected.
5. Sequence of Events

Action	Responsibility	Date
Issue of Bid	District	6/2/17
Pre-Bid Meeting	District and Offerors	N/A
Deadline for Questions	Bidder	6/26/17 @ 3:00pm (local time)
Submission of Bid	Bidder	6/27/17 @ 10:00am (local time)
Evaluation of Bid	District	TBD
Board Approval	District Purchasing	TBD

6. Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award.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.
7. 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 (#5).
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
 - “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.

14. 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.
15. 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.
16. 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.
17. Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidder submitting responsive bid with resulting agreements most advantageous and in the best interest of the District.
18. 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.
19. This procurement in no manner obligates Albuquerque Public Schools until a valid signed pricing agreement or valid Purchase Order is executed.
20. The bid will be awarded to the lowest responsible and responsive Bidder 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”.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. The bid price shall be a delivered price. All materials shall be shipped F.O.B Destination Freight prepaid as specified in the Invitation to Bid. The bid price shall be valid for 60 days after opening.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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 the right to enter into a one (1) year indefinite quantity contract with awarded Bidder(s). At the completion of the one (1) year, this contract will be rebid. 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.
 - 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

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

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.
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 Sellers 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).

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:** To establish pricing for NM Grown Fresh Produce to be supplied on demand for APS Food & Nutrition Services. Specifications and requirements to follow.
2. **Scope of Work:** APS Food & Nutrition Services is responsible for the Nutritional School Breakfast Program, the National School Lunch Program, the After School Snack Program and the Summer Food Service Program. Fruits and vegetables are an integral part of menu planning and are purchased on a continuing basis.

The specifications listed abide by the New Mexico Nutrition Rules for Competitive Foods. No substitutions of product are allowed unless approved by APS Procurement Department and Food & Nutrition Services.

Delivered Fresh Fruit and Vegetables will be contracted through NM Growers only. Only NM Growers will be eligible to submit pricing.

Note: The produce bid requires monthly price changes. New pricing must be submitted every second Thursday of each month before 11:00 a.m., on a continuing basis. The new pricing will begin on that Monday of the following week and will stay firm for one month. If the Food and Nutrition Services Complex is officially closed for an APS holiday on a Thursday, produce bid opening and awards will be delayed until the next open day at 11:00 a.m. Therefore, submit you're pricing before Thursday of a holiday closure, etc. Specific dates for the monthly price submittals are listed on page twenty (20) of this document. Please make extra copies of the pricing sheets and signature page as needed and submit in a sealed envelope each month, with company name, bid number, and bid name, listed on the outside of the sealed envelope. Submit price submittals to Food and Nutrition Services 800 Louisiana Blvd, NE. Albuquerque, NM 87108, attention Melissa Sanchez.

Monthly pricing must be submitted **with or without price changes** to ensure current pricing. **NO EXCEPTIONS.**

Although this contract is being bid on behalf of Food & Nutrition Services, individual schools/departments, state agencies or local public bodies will be referred to the successful contractor in the event of requirements that can be adapted to the specific items awarded.

3. **VENDOR QUALIFICATIONS:**

NM Growers/ONLY

Bids submitted under NM Growers are for locally grown produce only. Bids will only be considered from local growers who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. Food and Nutrition Service and /or Procurement Department, reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specification, terms and conditions.

The Food and Nutrition Service and/or Procurement Department, will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform.

The decision as to whether a bidder meets the qualifications stated below is at the discretion of Food and Nutrition Services and the Procurement Division.

The awarded vendor shall participate in an annual unannounced third party food safety inspection to assure the District that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.

APS may or may not order all items on the product sheets each week nor does it guarantee to order any particular item only because it has been offered. The district will take advantage of seasonal specials and general availability as well as price. Menus are available for all interested bidders at least one week in advance. Copies of menus may be obtained from Food and Nutrition Service Department, Juan Saiz.

Food is not ordered or prepared on holidays, Christmas vacations etc. Bidders will be advised of APS closing by Cafeteria Services management and/or Procurement Division. Year round schools that are open will serve food as usual, although, the numbers of lunches may be less than during the traditional August - May time period.

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

GROWER REQUIREMENTS

4. **Facilities and Farm Inspections:** The District reserves the right, prior to award of any contract and throughout the contract period, to request a third party inspection of the prospective awardees' facilities and/or farm to determine that the awarded vendor has a regular, bona fide establishment that meets the District's requirements. The third party agent will be selected by the District. Areas of evaluation may include, but are not limited to fields, wash station, packing shed, and delivery vehicles.
5. **Traceability Summary:** Bidders must provide the following documentations at the request of the District.
 - **A map of the farm including list of vegetables and row feet/acreage per crop grown**
 - **Harvest, washing and packing logs**
 - **Handling of recalled product documentation**
 - **Packing materials that meet District Requirements**
 - **Box labels that meet district Requirements**
 - **Invoices that meet District requirements**

For information on Traceability Summary, go to:

<https://www.fns.usda.gov/ensuring-traceability-fresh-produce>

Price Agreement in place may be cancelled for failure to provide documents at the request of APS.

- 6. 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 work is completed.

Itemized invoices, clearly referencing appropriate pricing agreement number and purchase order number shall be submitted to APS Food & 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. Contractor must also be prepared to furnish copies of price lists to the users as necessary. Invoices must including pricing structure as defined in the contract (list price and discount).

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

- a. Price Agreement Number
- b. Purchase Order Number
- c. Invoice Number
- d. Delivery Date
- e. Item Number
- f. Item Description
- g. Quantity Shipped
- h. Unit Price
- i. Extended Price
- j. Total Invoice
- k. Company Letterhead including address
- l. Recipient's Signature
- m. Payment remit to address

Prices artificially derived for APS will not be acceptable. APS will consider no price increase without proper documentation. Adjustments must be approved prior to implementation. Price increases will not be unique to APS. The district will pay fair market value only; consequently, price decreases will also apply. Invoice must correspond to the agreed upon price structure.

- 7. Pricing:** All prices quoted will be F.O.B. destination including cost, insurance and freight. F.O.B. destination shall be interpreted as final site as specified by APS.

APS recognizes that produce can and does experience rapid fluctuations. It is assumed that the bidder will be aware of normal market trends, shortages, seasonal variations etc. and will price his/her quotation accordingly for the year. If prices should decrease in the market, APS must also benefit from any market fluctuation which would derive a savings.

Contractor may decline a renewal with no penalty by submitting a "Letter of Withdrawal" to the Procurement Office. A letter of withdrawal will be required by bidders unable to honor pricing after bid has closed or after contract award, due to misquote by Broker, unavailability of product, unacceptable product upon delivery, etc. APS will go to the next low bidder to obtain goods in question and/or re-bid. "Letter of Withdrawal" to be addressed or e-mailed to, APS Purchasing

Department, Attn: Melissa Sanchez, P.O. Box 25704, Albuquerque, NM 87125. Email address: Melissa.sanchez@aps.edu

8. **Specification Sheets:** Specification Sheets have been modified. Please review the specification sheets carefully; all produce listed is produce being served at the present time. Bids are to be submitted according to pricing structure.
9. **Bid Sheets/Electronic Copy:** Please review Bid Specification Sheets carefully and fill in all required information. Cells in each column of the items that you are bidding must be filled in by the Corporate Office of the Processor. **Bid Specification Sheets must be typed, in order for accurate entry on bid analysis report. A CD or Thumb Drive of the excel file is required along with a hard copy of the Specification Sheets. If the following information is not submitted, your bid may be considered non-responsive and removed from further evaluation.**

Additional items may be added to the bid on a separate sheet, with all the required information listed. Refer to specification sheets.

10. **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.
11. **Quality:** Quality of all products shall be fresh and unspoiled, not wilted or otherwise deteriorated. Produce must be Grade 1 or better. We ask in the pricing structure to identify grade of produce. APS reserves the right to reject a shipment that does not meet reasonable standards of acceptable quality.
12. **Substitution of Produce for District:** Any substitution of produce bid must be approved by Juan Saiz, Food & Nutrition Services and Melissa Sanchez, District Buyer, prior to the bidder ordering product. A substitution, if approved, shall be billed at the same per unit cost as the original bid item. A substitution not approved will be refused at delivery and bidder will be responsible for return shipment.
14. **Emergency Circumstances:** In the event of an **emergency circumstances** (such as freezes), which dramatically disrupt the availability and/or pricing of a significant portion of the supply, APS must be notified immediately. Written notice, fax (505) 348-1088 or e-mail melissa.sanchez@aps.edu shall be furnished to the Purchasing Division, Melissa Sanchez, District Buyer. Unless the District Buyer and the Director of Food Services shall determine otherwise, the policy is that APS will replace all orders for the item in question with something more readily available and less expensive, for example: Apples for oranges.
15. **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. 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.

16. 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 four (4) feet in height.

Palletized product must be shrink-wrapped to avoid shifting in transit and during unloading. Palletized product must not exceed four (4) feet in height.

All palletize cartons must have externally facing labels identifying carton, contents and quantity. It is acceptable to mix products 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.

Purchase Orders will not specify palletizing requirements. Bidder's signature signifies understanding of these requirements. APS reserves the right to reject shipments which are not palletized.

17. Delivery: 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. **BIDDER OWNS GOODS IN TRANSIT.**

If delivery or poor product problems arise, contractor will be notified and given the opportunity to correct the problems. APS Food & Nutrition Services and/or Procurement will make no more than one phone request. If within 5 days after phone notification, meeting and/or written 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 Procurement and Food & Nutrition Service 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.

Each delivery to the "Food and Nutrition Services Complex" shall be invoiced separately by contractor and the original copy shall be left at the "Food and Nutrition Services Complex" showing the full signature of the authorized designee and the date of delivery.

Supplier will be required to call the listed location below 3 days in advance to make delivery arrangements. Orders are placed "as needed" on a weekly basis for the following week. Generally, delivery for product is required 2-3 times per week.

- **Food and Nutrition Services Complex** – 800 Louisiana NE, Albuquerque, NM 87108 which accepts deliveries between the hours of 7:00 a.m. – 3:00 p.m. This location accepts deliveries for food products, Monday thru Friday.
- **Contacts:** Steve Carleton, Production Manager, (505) 246-8751, Ext. 38232

Size and frequency of orders vary according to number of meals to be served, special functions, volume of walk-in trade, whether or not a salad bar is offered and so on. Additionally, some schools operate year round, Cochiti ES, Duranes ES, Eugene Field ES, Mark Twain ES, Navajo ES, Mary Ann Binford ES, Susie Rayos ES and Oate ES. Others close for the summer.

18. 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.**

19. 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.

20. The Agriculture Appropriations Act for Fiscal Year – Buy American Provision of the Law: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization 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 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 over 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 statutory provision.

21. 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.

22. 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.

23. Basis of Award: A multiple award will be issued to bidders for adequate delivery and/or service. A multiple award will be based upon the lowest responsible and responsive bidder(s) providing the best service and product(s).

Typically, awards will be based on the each line item bid by either the pound, case or serving as delivery is only to one location. If bidders cannot offer per pound cost on items, APS reserves the right to make multiple awards on those items to accommodate our menu needs.

APS reserves the right to award to a single contractor, on an “All or None” basis. Awards will be based as, best prices overall. In this instance award will be made to the lowest total bidder based on the per lb., or each cost, of the produce items and by the APS school weekly menu plan.

Keep this page for your reference:

Awarded vendors will receive a blank copy of the produce specification sheet for your monthly price change submittals. Please **do not** send other versions of pricing submittals as they **will not** be accepted.

Submit each produce price submittal on the dates specified below, before 11:00 a.m., every 2nd Thursday of the month. If any changes occur as to pricing submittals due to holidays, etc. your company will be notified by Melissa Sanchez, District Buyer, APS. Monthly pricing submittals must be delivered in a sealed envelope specifying company name, bid name and bid number. Price submittals will be delivered to the Food and Nutrition Services Complex, located at 800 Louisiana Blvd, NE, Albuquerque NM 87108. Note: New pricing will start at the beginning of the following week on Monday. Please reference the second column referencing the dates for the pricing period. These dates reference the start of the pricing period and the end of the pricing period. All invoices must reference the **order date** in order for accurate pricing.

Note: All Awarded vendors must submit monthly pricing with or without price changes to ensure correct pricing for that pricing period. No Exceptions!!!

Dates of monthly pricing submittals as follows:

<u>Pricing Submitted:</u>	<u>Pricing Period</u>
August 18, 2017	August 20, 2017 --- September 14, 2017
September 14, 2017	September 18, 2017--- October 12, 2017
October 12, 2017	October 16, 2017 --- November 9, 2017
November 9, 2017	November 13, 2017 --- December 14, 2017
December 14, 2017	December 18, 2017 --- January 11, 2018
January 11, 2018	January 15, 2018 --- February 8, 2018
February 8, 2018	February 12, 2018 --- March 8, 2018
March 8, 2018	March 12, 2018 --- April 12, 2018
April 12, 2018	April 16, 2018 --- May 10, 2018
May 10, 2018	May 14, 2018 --- June 14, 2018
June 14, 2018	June 18, 2018 --- July 31, 2018

PRICING LIST – Submit with your BID

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. _____

Veterans Preference Certification No. (if applicable)

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. *****

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: _____

Product or Delivery Problems:

Company: _____

Contact: _____

Address: _____

City, State ZIP Code: _____

Phone No.: _____

Fax No.: _____

E-mail Address: _____

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? _____

Quantities:

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

Bidder must initial the list below acknowledging you are verifying you have completed all the District Requirements and that you are willing to present the following documentations at the request of the District.

- _____ **A map of the farm including list of vegetables and row feet/acreage per crop grown**
- _____ **Harvest, washing and packing logs**
- _____ **Handling of recalled product documentation**
- _____ **Packing materials that meet District Requirements**
- _____ **Box labels that meet district Requirements**
- _____ **Invoices that meet District requirements**

A CD or Thumb Drive of the excel file is required along with a hard copy of the Specification Sheets. If the following information is not submitted, your bid may be considered non-responsive and removed from further evaluation.

**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)

RESIDENT VETERANS PREFERENCE CERTIFICATION

**BID No. 17-090MS
NM Produce Growers
(Direct Purchase Only)**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) "

(Date)

*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

BID SUBMITTAL REQUIREMENT AND CHECKLIST

**Bid No. 17-090MS
NM Produce Growers
(Direct Purchase Only)**

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: **17-090MS**
 - Bid Title: **NM Produce Growers (Direct Purchase Only)**
 - Opening Date: **June 27, 2017**
 - Opening Time: **10:00AM (Local Time)**
 - Proper Delivery Address:

ALLOW ADDITIONAL 5 DAYS FOR INTERNAL 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
- Bid Price List (with signature and contact information completed) **SIGNED**
- Specification Exception Form **SIGNED**
- Completed Conflict of Interest and Debarment/Suspension Form **SIGNED**
- Campaign Contributions Disclosure Form **SIGNED**
- Completed Specification Pricing Sheet (Excel Format)
- Bid Submittal Requirements and Check List **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>

(Signature)

(Date)