



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP #24-063CG**

**RFP TITLE: Beverage Services/Pouring Rights**

**NIGP Commodity Code: 39330, 74085, 39333,45020, 96107,96738**

## RFP Schedule

Action	Date & Time
RFP Issued	April 16, 2024
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	April 22, 2024 @ 5:00pm (local time)
Questions should be emailed to <a href="mailto:charlotte.gensler@aps.edu">charlotte.gensler@aps.edu</a> include RFP #24-063CG in the header. You may also send questions through vendor registry in addition to emailing the buyer.	
RFP Due Date and Time	May 6, 2024 @ 3:00pm (local time)
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## RFP Buyer Contact Information

Name	Charlotte Gensler
Phone Number	505-880-2591
E-Mail	Charlotte.gensler@aps.edu
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

## RFP Submittal

Proposals must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document. <a href="https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration</a> Offerors understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to due date and time. Offerors also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. Offerors are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.
--

## RFP Term

Albuquerque Public Schools reserves the right to enter into six (6) year contract with the awarded Offeror(s).
--

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b>	<b>PAGE #</b>
OFFEROR'S GENERAL INSTRUCTIONS	3
TERMS AND CONDITIONS	9
PROTESTS	20
SCOPE OF WORK	21
EVALUATION CRITERIA	31
SUBMITTAL REQUIREMENTS	32
APPENDIX A part 1 and part 2	33
ATTACHMENTS AND FORMS	34
PROPOSAL CHECKLIST	59

# **OFFEROR'S GENERAL INSTRUCTIONS**

1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **CONE OF SILENCE:** APS has adopted a “Cone of Silence” to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor’s representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.
3. **OFFICIAL CONTACT:** Offerors 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 APS.  
  
Offerors **MAY NOT** contact other APS departments, employees or the evaluation committee. Any contact with an APS department, employee or evaluation committee member may result in rejection of any proposal.  
  
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by APS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
4. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
5. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set form in this RFP.
6. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’ s possession and the version maintained by APS, the Offeror acknowledges that the version maintained by APS on the APS procurement website shall govern.
7. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages “confidential” for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
10. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website.
11. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.
- Offerors should revisit the website (<http://www.aps.edu/procurement>), then select, “See Current Bids and RFPs”) prior to the due date before submitting their proposal to Albuquerque Public Schools. All addendums must be acknowledged in the submitted proposal.
12. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
13. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.
- The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
14. **DISTRICT DISCRETION:** The District hereafter referred to as APS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. APS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, 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 pursuant to NMSA 1978 §13-1-168. 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
16. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
17. **AWARD:** APS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Albuquerque Public Schools until a valid signed contract and/or valid Purchase Order is executed.
18. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or

Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

**PLEASE NOTE: An Offeror cannot be awarded multiple preferences such as resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

19. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

**Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the RFP documents for assistance.

20. **EXTEND SUBMISSION TIME:** APS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of APS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.
21. **RFP CANCELLATION OR REJECTION:** In accordance with NMSA 1978, §13-1-131, this RFP may be canceled or proposals may be rejected in whole or in part when it is in the best interest of Albuquerque Public Schools.
22. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required APS signature on the contract(s) resulting from the procurement has been obtained.
23. **RESPONSIBLE AND RESPONSIVE OFFER:** APS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
24. **SOLE RESPONSE:** Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS. APS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of APS.

25. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
26. **MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
27. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

The Procurement Department might not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

28. **APS SCHOOL BOARD APPROVAL:** The award of this contract is not final until approved by the APS School Board (if applicable) and/or contract is signed by both parties.

29. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Albuquerque Public Schools (APS)

“**Award of Contract**” shall mean a formal written notice by APS that a firm(s) has/have been selected to enter into a contract for services.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful Offeror.

“**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.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“**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 Bidder’s bid.

“**Offer**” – the term means “proposal”, “solution”, means all documents submitted to APS responding to RFP.

“**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Owner**” shall be Albuquerque Public Schools.

**“Purchase Order”** shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

**“Request for Proposal”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsible Offeror”** shall mean an Offeror 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 property described in the RFP.

**“Responsive Offer”** or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.



# **TERMS AND CONDITIONS**

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** APS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **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.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(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.
5. **NO MINIMUM GUARANTEE:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **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.
9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors 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 Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Albuquerque Public Schools
12. **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 School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and APS.

B. Termination by APS

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, APS 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 APS, the termination will not affect any rights or remedies of APS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS 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.

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

14. **INSURANCE:** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by APS 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:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker’s Compensation and Employers Liability	\$1,000,000

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

**NOTE: Certificate holder shall be:** Board of Education  
Albuquerque Public Schools

**Certificate of Insurance forwarded to:** Albuquerque Public Schools- Procurement Department  
P.O. Box 25704  
Albuquerque, New Mexico 87125

- 15. **AUDIT:** APS 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 APS personnel or a third party under contract with APS. APS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS’ access to books and records of such party.
- 16. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
- 17. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
- 18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
- 19. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and APS 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 APS.
- 20. **NON-DISCLOSURE:** The Offeror 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.

21. **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 RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
22. **FOB**: Unless stated otherwise, the price for goods is FOB: Destination (APS' designated address). Proposal prices shall include all freight and delivery charges.
23. **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.
24. **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.
25. **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.
26. **BUYERS REVOCATION OF ACCEPTANCE**: Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS**: The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES**: Vendor shall submit invoices directly to APS Accounts Payable, unless otherwise instructed. Invoices may be sent to [accounts.payable@aps.edu](mailto:accounts.payable@aps.edu). Each invoice shall include APS Purchase Order Number. Invoices that are missing APS purchase order numbers are not eligible for payment.
29. **PAYMENT**: Any invoice received and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
30. **USE OF DISTRICT NAME OR LOGO(S)**: Vendor may not use APS official name or logo, or any phrase associated with the District, without written permission from the Superintendent of Schools or their designee.
31. **DISPUTE RESOLUTION**: In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

## **ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II**

### **1. REMEDIES**

**The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.**

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

**During the performance of this contract, the contractor agrees as follows:**

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **5. COPELAND ANTI-KICKBACK ACT**

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and



subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

*c. Withholding/or unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

*d. Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### **a. Clean Air Act**

- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

II. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

III. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **11 ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

Acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**12.DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**14. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



# **PROTESTS**

If 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 twenty-four (24) hours after the facts or occurrences giving rise thereto, but **NO LATER THAN** fifteen (15) calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico

1. 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 (NMSA 1978, §13-1-173).
2. The Purchasing Agent or his/her 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 (NMSA 1978, §13-1-174).
3. The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest. The determination shall:
  - A. State the reasons for the action taken; and
  - B. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.
5. A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Offerors involved in the procurement in compliance with NMSA 1978, §13-1-176.

# **SCOPE OF WORK**

## **PURPOSE OF THIS REQUEST FOR PROPOSAL**

Albuquerque Public Schools (APS) is requesting proposals from qualified offerors to provide and support the sale, distribution, and merchandising of non-alcoholic, beverage services and pouring rights.

This will be an exclusive contract for the sale of vending beverages with one RFP Offeror chosen.

The beverage partnership should create a comprehensive program that will increase customer satisfaction by providing quality products, value pricing, easy access, state-of-the-art equipment, preferred products, and initiatives of APS and improved distribution at all locations as designated by APS.

## **OVERVIEW**

Albuquerque Public Schools is the largest school district in New Mexico and one of the nation's largest school districts, covering more than 1,230 square mile geographical area. Currently, APS has 13 high schools, 4 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 30 APS authorized Charter schools. APS has approximately 67,000 students and 11,000 employees. Additional schools and/or departments may be added to APS during the life of any resulting contract. The Acting Superintendent is Dr. Gabriella Duran Blakey. The Chief Operations Office is responsible for the coordination of beverage services for various department, schools, and charter schools.

The successful Offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to be aggressively control costs in an innovative and effective manner.

## **SCOPE OF WORK**

This RFP is intended to solicit responses from qualified offerors that are interested in providing the services and requirements listed below. The offers should address the Evaluation Criteria .

Requirements of the successful offeror include the following:

- Supply, install, regularly service and maintain and/or periodically improve vending machines for all school sites. Vending machines in the cafeteria must be turned off during meal periods.
- Provide APS an inventory of all machines with locations. All machines will be located within the designated areas chosen by APS (see Attachment 1 for current locations)
- Accommodate multiple deliveries of stock to a large number of vending machines that may need replenishing several times per day or during evening hours.
- Supply, install, regularly service and maintain and/or periodically improve coolers as is necessary to maintain a full stock of contracted products.
- Provide vending, cooler and non-vending soft drinks, waters, juices, non-caffeinated teas and sport drinks with the knowledge and understanding of current New Mexico legislation relative to beverage sales in public schools.
- **Product Substitutions or New Products:** Product substitutions or new products are allowed if item(s) meet the New Mexico Nutrition Rules for Competitive Foods, USDA Nutritional Guidelines, and approved by the APS Procurement Department and Food and Nutrition Services,

items may be added to the contract.

- **APS Purchase's (non-vending):** APS cafeterias, snack bars, booster clubs, etc., may order water/beverages from time to time for re-sell or their own use based on offerors product line. Please submit a detailed price list of the items you will offer to APS as part of the price proposal Appendix A. Price list will include: description, pack size, price and nutritional. To the extent, APS needs to buy beverages of a type or size not listed on the contract with the selected vendor; APS may purchase the product from another source, notwithstanding the exclusive provisions set forth elsewhere in the RFP or eventual contract. Beverages purchased for use or re-sale during school hours, must meet the beverage nutrition standards. Please refer to Attachment 2, Smart Snacks in School-Nutritional Standards for Beverages.
- **Quantities:** An exact quantity of beverages to be purchased by APS is Orders will be requested by purchase order to the successful offeror for actual quantities. Offeror shall provide a price list that reflects the pricing for APS to purchase product.
- **Administrative Sites:** Administrative sites may participate in this agreement. Any soft drink vending machine placed on APS property will be subject to the exclusive agreement.
- **Booster Clubs:** Booster Clubs are included in the agreement; 50% of the vended product must meet the nutritional guidelines set forth in this agreement. Fundraisers during school hours must comply 100% with the nutritional guidelines. Fundraisers may be held during school hours, with the exception of the lunch period. Fundraisers held before or after school, 50% of the product must meet the nutritional guidelines set forth in this agreement. Potential contractors shall be aware of and in compliance with state nutritional regulations as summarized in Attachment 2. APS reserves the right to discontinue beverages services at any location; however, this will mean no service at that site. Sales to APS Food Services for the USDA Student Nutrition Breakfast and Lunch Program are excluded from this agreement. Food Services operated snack bars and food carts are included in the agreement.
- **DECA Groups:** The various APS DECA groups are included in this agreement; however, DECA participation will include an exception to the contractor's exclusive beverage rights due to the instructional goals of the program. To support the marketing objective of the program, alternative non-contractor products may be sold as fountain beverages in DECA operated snack bars or DECA sponsored functions. Contractor will provide fountain dispenser units with the understanding that contractor's product will be 50% of the poured product represented by the dispenser. All canned or bottled product will be contractor's product. Products sold through DECA must comply with the nutritional guidelines set forth in this solicitation.

**Middle and Elementary Schools:** Potential contractors should be aware of certain requirements for machine placement particularly at middle and elementary schools. These sites will typically

need at least one vending machine in the teachers' lounges. The referenced nutritional guidelines do not apply to teachers' lounges or administrative sites. Other machines may be located in the cafeterias and gyms. Gyms and cafeterias are used for various after-school programs and functions and schools are also available for after school and summer programs as well as community use of the facilities such as voting, meetings, etc. Machines must be operational during those times.

- **Full Service Contract:** All vending units are to be continuously stocked with the specified products in a timely manner. This will require adequate delivery personnel, all of whom must carry identification and be uniformed or otherwise readily identifiable. Deliveries must be made in company vehicles, also readily identifiable. Note employees must check in and out on each campus or site. Contractor will establish and adhere to regular routes, but must also be able to furnish additional product for unusual demand, special events, and in emergency situations. Contractor will provide all necessary equipment to transport product to the designated location(s). APS will not store product and stock machines later. A specific designated person(s) at each site will count and sign for product received, return credits and all other transactions. Products are to be delivered fresh and ready for consumption. Broken seals, dirty or leaking cans/bottles, bad carbonation and the like are not acceptable and will be returned for full credit.
- **APS Property:** All structures, furnishings, utilities, services, roads, trees, shrubbery, etc., which may be located on district property shall be protected against damage or interrupted services at all times by the contractor. Contractor shall be held responsible for repair or replacement of any and all such property damaged by reason of the contractor's actions or negligence.
- **Vending Machines:** All vending machines will be the property of the contractor and will at no time be leased or purchased by APS. Therefore, maintenance and insurance will be the responsibility of the contractor. APS and the contractor will agree upon exact procedures to be followed in the event of a malfunctioning machine. Any such machine must be repaired or replaced as soon as possible at no charge to APS. Any machine that experiences repeated repairs, documented down time and similar will be replaced. Vandalism may also occur. APS will take reasonable care to ensure that buildings are locked when not in use and that the area is supervised, but will not be responsible for the equipment or its contents. Contractor must insure his/her own property. If a machine has been repeatedly damaged, APS and contractor may elect to install some type of protection to select another more secure location or to remove the machine entirely. In the event of a catastrophic loss caused by arson, flood, earthquake etc. in which the building and its contents may be destroyed or seriously damaged, machines and contents will be included with district property for claim purposes. In no case will payment exceed fair market value.
- **Vending Machine Location:** APS may add or delete vending machine locations at any time during the life of the contract as new schools are built or other considerations affect district growth. Any such machines will be considered as part of the original placement and will not be subject to any surcharge or installation/removal fee. APS will supply the space for the vending



machines and electrical and plumbing hookups as necessary. From time to time APS may request placement of additional machines on a temporary basis to accommodate special events such as basketball finals. During these times, a machine may conceivably be emptied several times during the day/evening and contractor must be prepared for such demand.

- **Suggested Products:** Contractor may suggest products that have been proven to maximize profit potential. However, each school or location will determine the final product mix to be sold in the machines in accordance with nutritional guidelines and in response to the requests of staff and students. Additionally, the selected contractor is required to sponsor a community wide taste sampling to assist in selection of the initial product mix. There is no anticipated resistance to improving sales within district guidelines, but no substitutions will be allowed without APS approval. New product that may be introduced during the life of the contract may be promoted with the permission of the site.
- **Commission Payments:** Commission payments due and payable to each school or site hosting a machine(s) will be issued no less than once per month. Each check must be documented with the accurate reports. As a minimum, each machine will be clearly set forth by serial number or other identification acceptable to APS, how often serviced, quantity of product stocked, sold, and the resultant proceeds. Credits must be shown separately. This same information will be provided to the APS Finance Department on a quarterly basis for audit purposes.
- **Advertising Opportunities:** As the supplier of choice for the school district, the contractor will be entitled to certain advertising opportunities. Offerors are cautioned that all advertising connected with APS must be suitable for children and approved by the site administrator. It must also conform to district advertising policy. This will be true regardless of any potential adult audience or is the advertising should take place in a venue other than on district property. APS must approve all content prior to publication, media advertisement or any other type of placement. If content is deemed inappropriate, the advertisement will not be allowed. Violation will be grounds for cancellation of the contract. The vending machines themselves may only carry advertising panel promoting products meeting the nutritional guidelines or supporting physical activity. If the contractor wishes to sponsor a special event taking place in a stadium or gymnasium, appropriate placement of panels, banners, promotional items, and the like will be agreed upon prior to the event. Multiple sponsors will share advertising space or other considerations equally or in proportion to the percentage of sponsorship.

Advertising will be permitted on scoreboards and marquees. The contractor may promote him/herself as the "Official Soft Drink of Albuquerque Public Schools" or similar and will have the exclusive right to sell product in the district. Advertising fees for marquees and scoreboards will be paid to the district as an added value feature of the contract agreement.

## **Experience**

- **Corporate Experience**

Offeror should submit a detailed narrative describing their relevant corporate experience. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts

and projects. Offeror may include any supporting documentation they feel will support their descriptive narrative.

- **Beverage Service Manager Experience**

Offeror should submit a detailed narrative describing the relevant experience of their proposed beverage services manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed beverage services manager.

The documentation should thoroughly describe how the proposed program manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

- **Corporate/Beverage Manager References** (*Do not use APS as a reference*)

The proposals should include three (3) external references from clients who receive similar services from your company with the assigned Beverage Manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. E-mail address of contact person
- f. Type of services provided and dates services were provided

## **Approach/Methodology**

Offerors must be able to manage the scale of beverage service projects required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement.

### Offeror's Rational for Selection

Offeror should describe, in narrative form, why they feel they are the best candidate to perform the work required by this procurement. Supporting data and other supporting materials may be provided as the offeror desires.

- **Specific Knowledge Requirements**

The offeror should specifically address their knowledge in EACH of the following areas:

Experience/practical knowledge of beverage service principles with 1) New Mexico public schools, and 2) state of New Mexico and local government bodies.

Knowledge/ability to perform beverage services, data management, and record keeping functions necessary to meet the requirements of this RFP.

- **Project Plan**

The offeror should submit, as part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract. Also make use of this section to propose your plan for implementation of this contract.

- **Proximity of Albuquerque**

Offeror must identify the physical location of the office from which proposed services will be provided.

Offeror must provide a detailed explanation of how all services will be provided to principal or designee not physically located near the (APS) office.

APS will require a complete full service contract. Discuss how you will accomplish this. Given the size of the district, you must demonstrate that you are able to accommodate multiple deliveries to stock a large number of machines that may need replenishing several times per day or during the evening. How will you avoid stock outs? How will you handle emergency orders or cover large events such as basketball finals?

Provide information on the staff available for this contract. Do they wear uniforms or distinctive clothing and what kind of identification do they carry? Will it be necessary for you to hire additional people? Do you utilize any hiring practices which screen individuals who will have access to children? Are your employees bonded? Acknowledge your understanding that fraternization with staff and students is unacceptable behavior and will be grounds for replacement of any individual servicing any site where the behavior is reported. Offerors staff may be subject to background checks at their own cost.

Discuss your delivery vehicles. Are they readily identifiable and do you have enough to handle this contract? How are your routes established? Do you have the resources to continue servicing APS during peak sales periods such as the New Mexico State Fair or the Balloon Fiesta? Can you provide APS with additional machines for a large event? How much advance knowledge will you require? Will evening events be a problem?

Discuss your procedure should a machine require service, include your escalation procedure and response time to repair or replace a machine. Include who the APS site would contact to report a problem, whether parts are available locally, how vandalism is handled, criteria for replacement of a high volume machine, and your definition of a high volume machine. Are your machines on a specific preventative maintenance schedule and how will you interface with the site for needed repairs?

Detail your refund procedure for bad product and machine malfunction, include details about timeliness of refunds and escalation procedure.

- **Product**

Discuss product including sodas, waters, juices, non- caffeinated, teas, sport drinks etc. How do you envision introducing new product? Indicate your agreement to sponsor a community wide taste sampling to assist in selection of the initial product mix.

- **Equipment**

Discuss the types of vending machines you recommend for use to include capacity, number of drink choices, manufacturer, model and date of machines you propose to furnish.

Equipment estimation as follows:

- 148 Coolers (refrigerators)
  - 30 Small
  - 84 Medium
  - 34 Large (Double Door Coolers)
- 267 Vending Machines
  - 68 Small
  - 147 Medium
  - 52 Large (Glass Front Vendors)
- 33 Fountain Units
  - 14 Multivalve Units
  - 6 Single Valve Units
  - 13 Backroom Packages

Vending machines in the cafeteria must be turned off during meal periods.

Discuss the energy efficiency and approximately how much it costs to operate each type of machine per year. Do your machines have the capability to be turned off and on while maintaining product at cold temperature? Are machines also equipped with a counting device to accurately record the quantity of products sold? What ratio of machines are recommended for "x" number of students/staff? What is the average life of a vending machine? Given your projected number of machines, how long will it take for these units to be delivered and up and running at the sites?

Product annual estimation as follows:

- 10,230 cases Full Service Vending
- 1,153 gallons Post Mix
- 8,816 cases Bottle and Cans

Discuss the electrical requirements including the need for dedicated circuits and similar, as well as, space or any other special considerations that must be accommodated before a machine can be installed. Since vending machines are widely used in the district, it is assumed that most placements will be routine. However, any cost incurred to upgrade electrical capacity or improve a facility at the request of the contractor will be done at the expense of the contractor. All such requests will be coordinated with the Maintenance and Operations Department before any work is done. APS may elect to do the work itself and bill the contractor or both parties may agree on a suitable outside firm properly licensed and able to do the work. It is stressed that any work of any kind will be strictly performed to meet all codes and acceptable construction practices.

While most schools are closed during the summer months for traditional classes, the sites are still available and in use for visiting staff, athletic practices, community meetings, summer school, City of Albuquerque recreation programs. Also some sites operate as year round schools. Will you prefer to remove these

machines or leave them in place disconnected and empty? If machines remain operational, how often will you require access to the building for maintenance, money collection etc.?

## **Revenue**

- **Exclusive Rights**

Discuss the value of annual exclusive rights revenues and how they will be paid. What is your minimum payment for commissions and marketing rights initially and annually? What other exclusive rights opportunities are included in your offer? Assuming that the contract will be renewed, what will transpire in subsequent years? Include Exclusive Rights revenue in your Appendix A part 1.

Offerors response for Commission Revenue for Commissions and Payment Procedures and Exclusive Rights must be submitted and identified with your firm's name and labeled 'Commission Revenue'. Note that all commission revenue for commission and payment procedures and exclusive rights invoices must be listed as a separate item as finally negotiated. At time of award, APS will assign a price agreement number and amendments during the life of the contract. This price agreement number must appear on all documentation.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc., and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS, will be reimbursed at the rate currently in effect for APS employees.

- **Price and Commission Revenue**

**Commission and Payment Procedures:** Discuss commissions and payment procedures relating to this contract. Provide the suggested selling price of bottled soft drinks/water, bottled juice and sports drinks, and 12oz. cans.in your price a proposal (Appendix A). Cost to APS will remain firm; any proposed cost increase must be supported by documentation 30 days prior to a proposed increase and must be approved by APS Procurement Department. It is expected that cost decreases will be passed to APS. Any changes to this structure will be reviewed on the anniversary date of the contract. The school or department will make the final determination as to what the market will bear for pricing.

Each school or site will individually receive the commission revenues derived from the machines on its premises. Each disbursement must be made no less often than once per month. It must be accompanied by a complete list of machines issued to the location, detailing on what date each was stocked and with how many cans or bottles, how many were sold, credits issued and the resultant total. Please provide a sample disbursement form. Is there a required volume for any machine or product? Will a machine be removed if it is not generating enough revenue?

Discuss how commissions are calculated. Include detail on whether you pay a percentage based on units sold or money collected; identify if figures provided are gross or net. Describe how credits will be addressed at the sites; include your refund policy and how they will be handled at the sites. Detail your complaint resolution process.

Discuss the availability of Flexible Funds or Growth Funds. These are typically additional commissions or percentages of sales donated back to the schools. If available, identify the criteria for earning the funds and parameters for their distribution.

- **Value Added Services**

Discuss any other value added services that you plan to offer. What types of advertising will you utilize? What types of media? While APS does not expect the contractor to sponsor each school activity, discuss your criteria for determining those events in which your company will participate. How will you promote new product? How will you notify APS of upcoming advertisements? Include your Value added services in Appendix A part 1.

**Sponsorship Opportunities** Discuss the value of the following specific marketing opportunities. The amounts specified are in addition to any other revenue listed in your proposal.

**Athletic Sponsorships**

- Scoreboard panels. Currently, there are scoreboards at Wilson, Milne, and Nuesenda Stadiums that feature rear illuminated panels measuring 3 feet by 10 feet for sponsorship opportunities. Any new replacement scoreboards will include comparable sized panels. Provide the amount of revenue you are proposing for inclusion on one or more panels. The addition of sponsorship panels in future stadiums will be discussed in the event APS adds athletic facilities during the term of any agreement arising from this RFP.
- Athletic and Coach Recognition Program. This program recognizes a male and female athlete of the week, month and season for each high school. An end of year banquet is held where a male and female athlete of the year is selected and coaches are recognized. Sponsorship of this program includes your company logo on all certificates, plaques and awards. The contractor's name will be included as a sponsor on media releases and will be recognized at the annual awards banquet.
- As new programs are added, the successful contractor will have opportunity to submit a sponsorship proposal.

**Professional Development Activities Sponsorship**

- Discuss sponsorship of professional development activities for school and district level administrators (ACE).
- **Promotion Participation**
  - Discuss your willingness to participate in promotions with local industry where sales of your product would generate sponsorship funds for APS programs.
- **Internships**
  - Discuss the availability of paid and /or non-paid internships with your organization. Indicate whether or not you will offer any such opportunities to APS students. If available, provide the type of internship, details of the position and any age related restrictions.

**EVALUATION CRITERIA**

Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed. Points will be awarded in compliance with NMSA 1978, §13-1-21, for New Mexico In-State Resident Business and Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. Please Note: An Offeror cannot be awarded both a resident preference and a resident veteran business preference. Offerors shall include in their proposal a copy of certificate issued by State of New Mexico Taxation & Revenue. The Preference does not apply if APS is utilizing federal funds.

**\*\*\*The Offeror should contact Buyer for clarification of evaluation criteria or terminology\*\*\***

	Possible Points
<p><b>Experience</b> Offeror should submit a detailed narrative describing their relevant corporate experience. The offer should include the experience of the Beverage Service Manager assigned for this account. Submit a minimum of three (3) past and/or current customers that your company and the Beverage Manager has provided similar services as the requested in the Scope of Work. Include the number of years providing service, description of the service, contact person name, telephone number and email address.</p>	10
<p><b>Approach/Methodology</b> Describe in detail the approach or methodology in which your company will provide services as requested in the Scope of Work.</p>	10
<p><b>Revenue Generating – respond with narrative and Appendix A part 1</b>  <b>Exclusive Rights</b> Provide details on requirements or restrictions associated with the offer. Be specific about limitations on the District such as product exclusivity. If the offer requires the accepting school to transition to a particular brand or change in product, include the time line for the transition for all equipment and/or product. Also include requirements and timelines for ordering product. The vendor shall include any other desired information that demonstrates product or service quality. Include a copy of the terms and conditions the District consider if accepting your offer.  <b>Value Added Services</b> Provide an overview of the benefits and obligations associated with the sponsorship offer. Provide details of the benefits offered. Clearly explain cash incentives, discounts, and other benefits included in the offer. Clearly outline all obligations the District will incur if accepting your offer. This would include requirements such as advertising. List any additional special services that would be furnished by your firm to the District. Include any unique business features, discounts or rebates your firm offers that you feel are unique and not common to your competition</p>	60
<p><b>Price for product purchased – respond with price and description</b> <b>Appendix A – part 2</b> Product Pricing and description</p>	20
<p><b>Total Possible Points</b></p>	<b>100</b>
<p><b>Interview ( if needed)</b></p>	<b>50</b>
<p><b>New Mexico Resident Business Preference:</b> Five percent of the total possible points to a resident business.Offeror shall include a copy of their In-State Certificate issued by State of New Mexico Taxation &amp; Revenue Department.</p>	5%
<p><b>Veteran New Mexico Resident Business Preference:</b> Ten percent of the total possible points to a resident veteran business. 10 points for Resident Veteran Business/Contractor with annual revenues of \$3 million or less as verified by State of NM Tax &amp; Revenue.</p>	10%

American Resident Veteran Business. If proposal is a Joint Venture, Offeror shall state in submitted proposal the percentage of work that will be performed by each business. Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> and <https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

Please Note: An Offeror cannot be awarded both a resident business preference and a resident veteran business preference or a Native American resident preference and a Native American resident veteran contractor preference.

**\*\*Offerors may be rescored after interview using the same evaluation criteria including interview points.**

## **SUBMITTAL REQUIREMENTS**

### **ATTENTION:**

**Proposals must be submitted electronically via Vendor Registry by required date and time as noted on Bid/RFP documents.**



<https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration>

**Important Information:** Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of APS's control including but not limited to: the District, its agents, and registered suppliers' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids/proposals must be submitted before the due date regardless of your organization's ability to submit proposals online. It is the suppliers' responsibility to ensure that Bid/RFP offers arrive before the due date and time.

Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Suppliers are strongly encouraged to review, create, and submit all electronic responses several days in advance of the due date and time.** Please Note: **There is no fee to submit a RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

### **PROPOSAL – DETAILED REQUIREMENTS**

The Offeror is particularly encouraged to address all evaluation criteria that will be evaluated as described herein. If a factor of evaluation is not adequately responded to by the Offeror, the Offeror may be determined to be non-responsive.

#### **Proposal Format -**

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page. Front Cover, Section Dividers, Letter of Transmittal and Required Forms do not count towards page count. **Please upload one file that contains all documentation in Vendor Registry.**



**APPENDIX A**

**Price and Commission Revenue**

**RFPNO. 24-063CG  
BEVERAGE SERVICES**

**Part 1: Revenue Generating**

**Consideration for Exclusive Rights. Include in your offer any of the following consideration for exclusive rights or value added.**

category	% or \$ amount offered
Initial support Funds Annual Sponsorship Annual Support Funds Commissions Rebates Growth Funds Internships Advertising In-Kind Product donation Sponsorship opportunities Professional Development	

**Part 2 : price for product purchased**

Product offered and price list for product purchased by APS	Product Pricing
Include information on Brand, Package, #/case,	Per unit price Case price etc.

Additional sheets may be attached.

**Offeror's Name:** \_\_\_\_\_

# Attachment 1

## APS Equipment/Location list March 2024

Customer Name	Equipment Type Desc	Equipment Subtype Desc	Make/Model
APS 7 BAR LOOP ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS ADOBE ACRES ES	Vendor	VEN 72 MED Magnum	V21 721 GALAXY
APS AIMS HS	Vendor	VEN 72 MED Magnum	V Max 720
APS AIMS HS	Vendor	VEN 72 SM Magnum	Mini V Max 576
APS ALAMEDA ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS ALAMOSA ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED HVV	V21 721 HVV
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ALBUQUERQUE HS CAFETERIA	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS ALBUQUERQUE HS DECA	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS ALBUQUERQUE HS DECA	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS ALBUQUERQUE HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING
APS ALBUQUERQUE HS DECA	Cooler	COO 1DR 26CF	MT27P 1 Door Swing
APS ALBUQUERQUE HS DECA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS ALBUQUERQUE HS DECA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS ALBUQUERQUE HS DECA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
APS ALBUQUERQUE HS DECA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS ALBUQUERQUE HS DECA	Postmix	POS Countertop 4Vlv	CED500 4VLV COUNTERTOP ELECTRIC
APS ALVARADO ES	Vendor	VEN 72 SM HVV	V21 621 HVV
APS APACHE ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS ARMIJO ES	Vendor	VEN 72 MED Magnum	DNCB501E

APS ARROYO DEL OSO ES	Vendor	VEN 79 LG Magnum	DNCB600E
APS ATRISCO ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS ATRISCO HERITAGE ACADEMY HS	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX REFRESH 4 GFV
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	DNCB501E
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED HVV	DN720P H V V
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED HVV	V21 721 HVV
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ATRISCO HERITAGE ACADEMY HS	Vendor	VEN 72 MED Magnum	DN501E
APS ATRISCO HERITAGE HS DECA	Cooler	COO 2DR SL 45/47CF	G45C HC 2 DOOR SLIDE
APS ATRISCO HERITAGE HS DECA	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS ATRISCO HERITAGE HS DECA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS AZTEC COMPLEX	Vendor	VEN 72 MED Magnum	DNCB501E
APS BANDELIER ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS BARCELONA ES	Vendor	VEN 72 MED HVV	DNCB501E H V V
APS BELAIR ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS BELLEHAVEN ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS BOARD OF EDUCATION	Cooler	COO Countertop 1DR 6/7CF	DC7H Solid Side Countertop
APS BOARD OF EDUCATION	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
APS CAREER ENRICHMENT CENTER	Cooler	COO 2DR SL 45/47CF	G45C HC 2 DOOR SLIDE
APS CAREER ENRICHMENT CENTER	Cooler	COO 1DR 26CF	VR26 BEV 1 Door Swing
APS CAREER ENRICHMENT CENTER FSV	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
APS CAREER ENRICHMENT CENTER FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS CAREER ENRICHMENT CENTER FSV	Vendor	VEN Glass Front 72 LG Robotic	RVV 500
APS CAREER ENRICHMENT CENTER FSV	Vendor	VEN 72 SM Magnum	DNCB276E
APS CAREER ENRICHMENT CENTER FSV	Vendor	VEN 72 SM Magnum	DNCB276E

APS CARLOS REY ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS CHAMIZA ES	Vendor	VEN 72 SM Magnum	V21 621 HV3
APS CHAPARRAL ES	Vendor	VEN 72 MED HVV	V21 721 HVV
APS CHELWOOD ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS CIBOLA HS CAFETERIA	Cooler	COO 1DR 12CF	CD12 HC 1 DOOR SWING
APS CIBOLA HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS CIBOLA HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED HVV	VMAX HVV 72 HELLO GDNS
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720 Expanded Upgrade
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED HVV	V21 721 HVV
APS CIBOLA HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED HVV	DNCB501E H V V Csi
APS CIBOLA HS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720
APS CIBOLA HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING HEALTHY
APS CLEVELAND MS CAFETERIA	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS CLEVELAND MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS CLEVELAND MS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720 Expanded Upgrade
APS COCHITI ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS COLLET PARK ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS COMANCHE ES	Vendor	VEN 72 SM Magnum	V576 ADA
APS COMMUNITY STADIUM CONCESSION	Backroom	BRP 10Vlv	NA6 2W4H 10PUMP RIB
APS COMMUNITY STADIUM CONCESSION	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS COMMUNITY STADIUM CONCESSION	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide
APS COMMUNITY STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
APS COMMUNITY STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
APS COMMUNITY STADIUM CONCESSION	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS COMMUNITY STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
APS COMMUNITY STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing

APS COMMUNITY STADIUM CONCESSION	Postmix	POS DI 2323 8Vlv >80lb	CB2323HSTF 08 UFBSL 80LB
APS COMMUNITY STADIUM CONCESSION	Postmix	POS DI 2323 8Vlv >100lb	ZCB2323H 8VLV C4.5 SLVR 100LB CCARB
APS COMMUNITY STADIUM CONCESSION	Postmix	POS DI 2323 8Vlv >100lb	ZCB2323 8VLV C3.0 PB 100LB
APS COMMUNITY STADIUM CONCESSION	Postmix	POS DI 2323 6Vlv >80lb	DI2323IC 6Vlv C4.0 Slvr 80Lb CCarb
APS COMMUNITY STADIUM CONCESSION	Urn	URN 1Vlv	TEA URN 1VLV LIPTON SWEET
APS COMMUNITY STADIUM CONCESSION	Urn	URN 1Vlv	TEA URN 1VLV LIPTON UNSWEET
APS CONTROL CENTER	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS CONTROL CENTER	Vendor	VEN 72 SM Magnum	Mini V Max 576
APS CORRALES ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS CORRALES ES	Vendor	VEN 72 SM HVV	V21 621 HVV
APS DEL NORTE HS	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS DEL NORTE HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS DEL NORTE HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEL NORTE HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEL NORTE HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEL NORTE HS	Vendor	VEN 72 MED Magnum	DN501E ADA
APS DEL NORTE HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS DEL NORTE HS	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS DEL NORTE HS BOYS BASKETBALL	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS DEL NORTE HS BOYS BASKETBALL	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
APS DEL NORTE HS DECA	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS DEL NORTE HS DECA	Cooler	COO 2DR SL 45/47CF	GDM47 2 Door Slide NS
APS DENNIS CHAVEZ ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS DEPT OF CURRICULUM INSTRUCTION	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS DEPT OF CURRICULUM INSTRUCTION	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEPT OF CURRICULUM INSTRUCTION	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEPT OF CURRICULUM INSTRUCTION	Vendor	VEN Glass Front 72 SM	DN3800 BEVMAX 4 GFV
APS DEPT OF CURRICULUM INSTRUCTION	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS DEPT OF FINANCE	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX REFRESH 4 GFV
APS DEPT OF HUMAN RESOURCES	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEPT OF LANGUAGE & CULTURAL EQU	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
APS DEPT OF LANGUAGE & CULTURAL EQU	Cooler	COO Countertop 1DR 6/7CF	GDM7 COUNTERTOP COOLER HEALTHY

APS DEPT OF LANGUAGE & CULTURAL EQU	Vendor	VEN 72 SM HVV	V21 621 HVV
APS DEPT OF SPECIAL EDUCATION	Vendor	VEN 72 SM Magnum	DNCB276E
APS DEPT OF STUDENT FAMILY DIVISION	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEPT OF TECHNOLOGIES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Basic Upgrade
APS DEPT OF TECHNOLOGIES DATA CTR	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX REFRESH 4 HC GFV
APS DEPT OF TRANSP MECHANICAL CTR	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DEPT OF TRANSP MECHANICAL CTR	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS DEPT OF TRANSP MECHANICAL CTR	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS DESERT RIDGE MS CAFETERIA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS DESERT RIDGE MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS DESERT RIDGE MS CAFETERIA	Vendor	VEN 72 MED HVV	V21 721 HVV
APS DESERT WILLOW FAMILY SCHOOL	Vendor	VEN 72 MED HVV	V21 721 HVV
APS DOLORES GONZALES ES	Vendor	VEN 72 SM HVV	V Max 576 HVV
APS DOUBLE EAGLE ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS DURANES ES	Vendor	VEN 72 SM HVV	V21 621 HVV
APS E-ACADEMY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS EAST SAN JOSE ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS EDMUND G ROSS ES	Vendor	VEN 72 MED Magnum	V Max 720
APS EDWARD GONZALES ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS EISENHOWER MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HL/H COOLER 1 DOOR SWING
APS EISENHOWER MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS EISENHOWER MS CAFETERIA	Vendor	VEN 79 LG Magnum	Unknown Vendor
APS ELDORADO HS - COACHES CAFE	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS ELDORADO HS - COACHES CAFE	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS ELDORADO HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS ELDORADO HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS ELDORADO HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ELDORADO HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ELDORADO HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS ELDORADO HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ELDORADO HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS ELDORADO HS DECA	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB

APS ELDORADO HS DECA	Backroom	BRP Water Boost Filter 2 Gal	WTR BSTR 2 GALLON
APS ELDORADO HS DECA	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
APS ELDORADO HS DECA	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
APS ELDORADO HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING HEALTHY
APS ELDORADO HS DECA	Postmix	POS DI 2323 8Vlv >80lb	CB2323HSTF 08 UFBSL 80LB
APS EMERSON ES	Vendor	VEN 72 MED Magnum	VN511
APS ERNIE PYLE MS	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS ERNIE PYLE MS	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS ERNIE PYLE MS	Vendor	VEN 72 MED Magnum	DNCB501E
APS EUBANK ES	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS EUGENE FIELD ES	Vendor	VEN 72 MED HVV	ZV21 721 HVV ADA
APS FREEDOM HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS FREEDOM HS	Vendor	VEN 79 LG Magnum	Unknown Vendor
APS GARFIELD MS CAFETERIA	Cooler	COO 2DR SW 35 Slim Radius Front	GDM35SLRF 2 Door Swing
APS GARFIELD MS CAFETERIA	Vendor	VEN 72 SM HVV	DNCB276E H V V Csi
APS GEORGE I SANCHEZ CCS	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS GEORGIA O'KEEFFE ES	Vendor	VEN 72 MED Magnum	V Max 720
APS GOVERNOR BENT ES	Vendor	VEN 79 LG Magnum	DNCB600E
APS GRANT MS CAFETERIA	Cooler	COO 1DR 26CF	VR26 BEV 1 Door Swing
APS GRANT MS CAFETERIA	Vendor	VEN 79 LG Magnum	V Max 840
APS GRIEGOS ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS HARRISON MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS HARRISON MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS HAWTHORNE ES	Vendor	VEN 72 MED HVV	V21 721 HVV
APS HAYES MS	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS HAYES MS	Vendor	VEN 72 SM Magnum	Mini V Max 576
APS HELEN CORDERO ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS HIGHLAND HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS HIGHLAND HS DECA	Cooler	COO 2DR SL 45/47CF	G45C HC 2 DOOR SLIDE
APS HIGHLAND HS DECA	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
APS HIGHLAND HS DECA	Cooler	COO 2DR SL 45/47CF	GDM47 2 Door Slide
APS HIGHLAND HS DECA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide

APS HIGHLAND HS DECA	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
APS HIGHLAND HS DECA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS HIGHLAND HS DECA	Cooler	COO 1DR 26CF	CFX26 1 DOOR SWING HEALTHY
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN 72 MED HVV	VMAX HVV 72 HELLO GDNS
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN 72 MED Magnum	V Max 720
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS HIGHLAND HS GYM SNACK BAR	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS HODGIN ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS HOOVER MS	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS HOOVER MS	Vendor	VEN 72 SM HVV	V Max 576 HVV
APS HOOVER MS	Vendor	VEN 72 SM Magnum	DNCB276E
APS HUBERT H HUMPHREY ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS INEZ ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS JACKSON MS	Vendor	VEN 72 SM HVV	V21 621 HVV
APS JACKSON MS	Vendor	VEN 72 SM HVV	V21 621 HVV
APS JACKSON MS	Vendor	VEN 72 MED Magnum	DN501E HEALTHY STACK
APS JACKSON MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS JAMES MONROE MS	Vendor	VEN 72 MED Magnum	V Max 720
APS JAMES MONROE MS	Vendor	VEN 72 MED Magnum	V Max 720
APS JAMES MONROE MS	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS JEFFERSON MS	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS JEFFERSON MS	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS JEFFERSON MS	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS JEFFERSON MS	Vendor	VEN 72 MED HVV	V MAX 720 HVV ADA
APS JEFFERSON MS	Vendor	VEN 72 MED HVV	ZV21 721 HVV ADA
APS JEFFERSON MS	Vendor	VEN 72 SM Magnum	DNCB276E
APS JIMMY CARTER MS	Cooler	COO 1DR 10CF	G10S 1 DOOR SWING
APS JIMMY CARTER MS	Vendor	VEN 72 MED Magnum	DNCB501E
APS JIMMY CARTER MS	Vendor	VEN 72 MED HVV	V21 721 HVV
APS JOHN ADAMS MS	Vendor	VEN 72 MED HVV	V21 721 HVV



APS JOHN ADAMS MS	Vendor	VEN 72 MED Magnum	DNCB501E
APS JOHN BAKER ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS KENNEDY MS CAFETERIA	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
APS KENNEDY MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS KIRTLAND ES	Vendor	VEN 72 MED Magnum	VN511
APS KIT CARSON ES	Vendor	VEN 72 SM Magnum	V576 ADA
APS LA CUEVA HS CAFETERIA	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS LA CUEVA HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS LA CUEVA HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS LA CUEVA HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS LA CUEVA HS DECA	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS LA CUEVA HS DECA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS LA CUEVA HS DECA	Postmix	POS Countertop 6Vlv	IMPULSE 06 UFBSL
APS LA CUEVA HS FSV	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
APS LA CUEVA HS FSV	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS LA CUEVA HS FSV	Vendor	VEN 72 MED HVV	DN HVV 72 HELLO GDNS
APS LA CUEVA HS FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS LA CUEVA HS FSV	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS LA CUEVA HS FSV	Vendor	VEN 72 MED HVV	DNCB501E H V V
APS LA LUZ ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS LA MESA ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS LAVALAND ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS LBJ MS	Vendor	VEN 72 MED Magnum	DNCB501E
APS LBJ MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS LEW WALLACE ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS LINCOLN COMPLEX FOOD SERVICE	Vendor	VEN 72 MED Magnum	V Max 720
APS LONGFELLOW ES	Vendor	VEN 79 LG Magnum	DNCB600E
APS LOS PADILLAS ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS LOS RANCHOS ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS LOWELL ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS MACARTHUR ES	Vendor	VEN 72 MED Magnum	DN501E ADA
APS MADISON MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING

APS MADISON MS CAFETERIA	Vendor	VEN 72 MED HVV	V21 721 HVV
APS MANZANO HS CAFETERIA SERVICES	Cooler	COO 1DR 13CF	FL49WC1HL/H COOLER 1 DOOR SWING
APS MANZANO HS DECA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS MANZANO HS FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS MANZANO HS FSV	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS MANZANO HS FSV	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS MANZANO HS FSV	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS MANZANO HS FSV	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS MANZANO HS FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS MANZANO HS FSV	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS MANZANO HS GIRLS BASKETBALL	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS MANZANO HS SENATE SNACK BAR	Cooler	COO 1DR 26CF	CFX26 HC 1 DOOR SWING
APS MANZANO HS SENATE SNACK BAR	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
APS MANZANO MESA ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS MARIE M HUGHES ES	Vendor	VEN 72 SM HVV	DNCB276E H V V
APS MARK TWAIN ES	Vendor	VEN 72 MED HVV	DN720P-E2
APS MARY ANN BINFORD ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS MATHESON PARK ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS MCCOLLUM ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS MCKINLEY MS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS MCKINLEY MS CAFETERIA	Cooler	COO 1DR 10CF	GDM10 1 Door Swing w/Rev Cond
APS MCKINLEY MS CAFETERIA	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS MILNE STADIUM	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS MILNE STADIUM	Backroom	BRP 10Vlv KFC	10V 2 UNIT 2W4H10P KFC
APS MILNE STADIUM	Backroom	BRP 10Vlv	NA6 2W4H 10PUMP RIB
APS MILNE STADIUM	Backroom	BRP 10Vlv	NA6 2W4H 10PUMP RIB
APS MILNE STADIUM	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS MILNE STADIUM	Cooler	COO 1DR 26CF	VR26 BEV 1 Door Swing
APS MILNE STADIUM	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
APS MILNE STADIUM	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
APS MILNE STADIUM	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
APS MILNE STADIUM	Postmix	POS DI 2323 8Vlv >80lb	BLU SKY II 2323 08 LPV SL 95LB

APS MILNE STADIUM	Postmix	POS DI 2323 8Vlv >80lb	DI2323IC 8Vlv C4.5 Slvr 80Lb CCarb
APS MILNE STADIUM	Postmix	POS DI 2323 8Vlv >80lb	CB2323HSTF 08 UFBSL 80LB
APS MILNE STADIUM	Postmix	POS DI 2323 8Vlv >100lb	CB2323HSTF 08 UFBSL 100LB
APS MILNE STADIUM	Urn	URN 1Vlv	TEA URN 1VLV LIPTON SWEET
APS MILNE STADIUM	Urn	URN 1Vlv	TEA URN 1VLV LIPTON SWEET
APS MISSION AVENUE ES	Vendor	VEN 72 MED Magnum	DNCB501
APS MITCHELL ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS MONTE VISTA ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS MONTEZUMA ES	Vendor	VEN 72 SM HVV	V21 621 HVV
APS MOUNTAIN VIEW ES	Vendor	VEN 72 SM HVV	V Max 576 HVV
APS NAVAJO ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS NEW FUTURES HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS NEW FUTURES HS	Vendor	VEN 72 SM Magnum	DNCB276E
APS NEX GEN HS ACADEMY	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS NEX GEN HS ACADEMY	Vendor	VEN 72 MED HVV	V21 721 HVV
APS NEX GEN HS ACADEMY	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS NORTH STAR ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS ONATE ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS OSUNA ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS PAINTED SKY ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS PAJARITO ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS PETROGLYPH ES	Vendor	VEN 79 LG Magnum	DNCB600E
APS POLK MS CAFETERIA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
APS POLK MS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS POLK MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS RANKIN MEETING CENTER	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS RANKIN MEETING CENTER	Vendor	VEN 72 MED HVV	VMAX HVV 72 HELLO GDNS
APS RDA BUILDING	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS REGINALD CHAVEZ ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS RIO GRANDE HS BASKETBALL	Cooler	COO 2DR SL 45/47CF	VR45 2 DOOR SLIDE
APS RIO GRANDE HS CLUB RIO	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide
APS RIO GRANDE HS CLUB RIO	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond

APS RIO GRANDE HS FSV	Cooler	COO Countertop 1DR 6/7CF	DC7H Solid Side Countertop
APS RIO GRANDE HS FSV	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS RIO GRANDE HS FSV	Cooler	COO Countertop 1DR 2.5CF	CT200 Counter Top Cooler
APS RIO GRANDE HS FSV	Cooler	COO Countertop 1DR 2.5CF	CT200 Counter Top Cooler
APS RIO GRANDE HS FSV	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
APS RIO GRANDE HS FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS RIO GRANDE HS FSV	Vendor	VEN Glass Front 72 SM	DN3800 BEVMAX REFRESH 4 GFV
APS RIO GRANDE HS FSV	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS RIO GRANDE HS FSV	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS RIO GRANDE HS FSV	Vendor	VEN 72 SM HVV	V21 621 HVV
APS RIO GRANDE HS PHYS ED	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
APS ROOSEVELT MS CAFETERIA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS ROOSEVELT MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS ROOSEVELT MS CAFETERIA	Vendor	VEN 79 LG Magnum	DNCB600E
APS ROOSEVELT MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS RUDOLFO ANAYA ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS S Y JACKSON ES	Vendor	VEN 72 SM Magnum	Mini V Max 576
APS SANDIA BASE ELEMENTARY	Vendor	VEN 72 MED Magnum	DNCB501E
APS SANDIA HS CAFETERIA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS SANDIA HS CAFETERIA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
APS SANDIA HS CAFETERIA	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
APS SANDIA HS CAFETERIA	Cooler	COO 1DR 12CF	VR-12 BEV 1 Door Swing
APS SANDIA HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN 72 SM Magnum	DNCB276E
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED HVV	V21 721 HVV
APS SANDIA HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK

APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS SANDIA HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS SANDIA HS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS SANDIA HS DECA	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
APS SANDIA HS DECA	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS SANDIA HS DECA	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS SCHOOL ON WHEELS HS	Vendor	VEN 72 MED HVV	V21 721 HVV
APS SIERRA VISTA ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS SOCCER COMPLEX	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
APS SOCCER COMPLEX	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS SOCCER COMPLEX	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
APS SOMBRA DEL MONTE ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS SUNSET VIEW ES	Vendor	VEN 72 MED Magnum	V Max 720 Expanded Upgrade
APS SUPERINTENDENTS OFFICE	Cooler	COO 1DR 12CF	VR-12 BEV 1 Door Swing
APS SUPERINTENDENTS OFFICE	Cooler	COO Countertop 1DR 2.5CF	CT100 Counter Top Cooler
APS SUPERINTENDENTS OFFICE	Cooler	COO Countertop 1DR 2.5CF	CT100 Counter Top Cooler
APS SUPERINTENDENTS OFFICE	Cooler	COO Countertop 1DR 2.5CF	CT100 Counter Top Cooler
APS SUPERINTENDENTS OFFICE	Cooler	COO Countertop 1DR 4CF	CT120 1 DOOR SWING
APS SUPERINTENDENTS OFFICE	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS SUPERINTENDENTS OFFICE	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS SUSIE RAYOS MARMON ES	Vendor	VEN 72 MED Magnum	V Max 720
APS TAFT M S FSV	Vendor	VEN 72 SM Magnum	V21 621 HV3
APS TAYLOR MS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HC LED 1 DOOR SWING
APS TAYLOR MS CAFETERIA	Vendor	VEN 72 MED Magnum	DNCB501E
APS TEACHER TOOL BOX	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING
APS TEACHER TOOL BOX	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS TIERRA ANTIGUA ES	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS TOMASITA ES	Vendor	VEN 72 MED Magnum	DNCB501E NS
APS TONY HILLERMAN MS	Vendor	VEN 72 MED HVV	DNCB501E H V V
APS TRANSITION OUTCOME PROGRAM	Vendor	VEN 72 SM Magnum	DNCB276E
APS TRANSITION SERVICES	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV

APS TRES VOLCANES CC FSV	Vendor	VEN 72 MED HVV	V Max 721 HVV
APS TRES VOLCANES CC FSV	Vendor	VEN 72 SM Magnum	Mini V Max 576
APS TRUMAN MS CAFE	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
APS TRUMAN MS CAFE	Vendor	VEN 72 SM Magnum	V576 ADA
APS TRUMAN MS CAFE	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS VALLE VISTA ES	Vendor	VEN 72 MED Magnum	DNCB501E
APS VALLEY HS	Cooler	COO 2DR SL 41CF	MT17P 2 Door Slide
APS VALLEY HS	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS VALLEY HS	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS VALLEY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS VALLEY HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS VALLEY HS	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS VALLEY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS VALLEY HS	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS VALLEY HS CAFETERIA	Cooler	COO 2DR SL 41CF	GDM41 2 Door Slide
APS VALLEY HS CAFETERIA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide
APS VALLEY HS DECA	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
APS VALLEY HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING HEALTHY
APS VALLEY HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING HEALTHY
APS VAN BUREN MS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720
APS VENTANA RANCH ES	Vendor	VEN 72 SM Magnum	Mini V Max 576 Expanded Upgrade
APS VOLCANO VISTA HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS VOLCANO VISTA HS	Vendor	VEN Glass Front 72 SM	DN3800 BEVMAX 4 GFV
APS VOLCANO VISTA HS	Vendor	VEN 72 MED HVV	DN HVV 72 HELLO GDNS
APS VOLCANO VISTA HS	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS VOLCANO VISTA HS	Vendor	VEN 72 MED HVV	V21 721 HVV
APS VOLCANO VISTA HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS VOLCANO VISTA HS DECA	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS VOLCANO VISTA HS DECA	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
APS VOLCANO VISTA HS DECA	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
APS VOLCANO VISTA HS DECA	Cooler	COO 2DR SL 45/47CF	VR45 2 DOOR SLIDE
APS VOLCANO VISTA HS DECA	Postmix	POS Combo 150lb 6Vlv	SV150 06 UFBOP

APS VOLCANO VISTA HS LAVA PIT	Cooler	COO 2DR SW 47/49CF	CD47 HC 2 DOOR SWING
APS WASHINGTON MS	Vendor	VEN 72 MED Magnum	DNCB501E
APS WASHINGTON MS CAFETERIA	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
APS WASHINGTON MS CAFETERIA	Cooler	COO 1DR 26CF	CFX26 HC 1 DOOR SWING
APS WEST MESA HS BASKETBALL	Cooler	COO 2DR SL 45/47CF	VR45 2 DOOR SLIDE
APS WEST MESA HS CAFETERIA	Cooler	COO 1DR 13CF	FL49WC1HB LED 1 DOOR SWING
APS WEST MESA HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 GFV
APS WEST MESA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS WEST MESA HS CAFETERIA	Vendor	VEN Glass Front 72 LG Robotic	DN5800 BEVMAX 4 HEALTHY GFV
APS WEST MESA HS CAFETERIA	Vendor	VEN 72 SM HVV	V21 621 HVV
APS WEST MESA HS CAFETERIA	Vendor	VEN 72 MED Magnum	VN720/721 HEALTHY STACK
APS WEST MESA HS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720
APS WEST MESA HS DECA	Cooler	COO 1DR 26CF	CD26HC 1 DOOR SWING HEALTHY
APS WEST MESA HS DECA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING HEALTHY
APS WEST MESA HS DECA	Cooler	COO Countertop 1DR 6/7CF	DC6 COUNTERTOP COOLER HEALTHY
APS WEST MESA HS DECA	Cooler	COO Countertop 1DR 6/7CF	DC6 COUNTERTOP COOLER HEALTHY
APS WEST MESA HS DECA	Cooler	COO 2DR SL 41CF	GDM41 2 Door Slide
APS WHERRY ES	Vendor	VEN 72 SM HVV	V21 621 HVV
APS WHITTIER ES	Vendor	VEN 72 SM Magnum	DNCB276E
APS WILSON MS CAFETERIA	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING
APS WILSON MS CAFETERIA	Vendor	VEN 72 SM HVV	V21 621 HVV
APS WILSON MS CAFETERIA	Vendor	VEN 72 MED Magnum	V Max 720 Expanded Upgrade
APS WILSON MS CAFETERIA	Vendor	VEN 72 MED HVV	V Max 720 HVV
APS WILSON STADIUM CONCESSION	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS WILSON STADIUM CONCESSION	Backroom	BRP 10Vlv	NA9 2W5H 10PUMP HA RIB
APS WILSON STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	G7 HC 1 DOOR COUNTERTOP COOLER
APS WILSON STADIUM CONCESSION	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
APS WILSON STADIUM CONCESSION	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
APS WILSON STADIUM CONCESSION	Cooler	COO Refrigerated Can	CC 60 Elec Can Cooler
APS WILSON STADIUM CONCESSION	Cooler	COO Refrigerated Can	CC 60 Elec Can Cooler
APS WILSON STADIUM CONCESSION	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
APS WILSON STADIUM CONCESSION	Postmix	POS Countertop 8Vlv	ZCEV40IC 8VLV C4.0 SLVR CCARB

APS WILSON STADIUM CONCESSION	Postmix	POS Combo 200lb 8Vlv	IDC215BCH 08 UFBOP
APS WILSON STADIUM CONCESSION	Urn	URN 1Vlv	TEA URN 1VLV LIPTON SWEET
APS WILSON STADIUM CONCESSION	Urn	URN 1Vlv	TEA URN 1VLV LIPTON UNSWEET
APS ZIA ES	Vendor	VEN 72 MED HVV	V21 721 HVV
APS ZUNI ES	Vendor	VEN 72 MED Magnum	DNCB501E



## **Attachment 2**

### **Smart Snacks In School**

### **Nutrition Standards For Beverages**

#### **USDA Smart Snack Nutrition Standards for Beverages**

The following standards shall apply to all beverage sold as competitive food sales during the school day:

- Sales of the following items are allowable: Plain water (with or without carbonation)—no size limit, or unflavored low-fat milk, or unflavored or flavored fat-free milk and milk alternatives permitted by National School Lunch Program/School Breakfast Program, or one hundred percent (100%) fruit or vegetable juice, or one hundred percent (100%) fruit or vegetable juice diluted with water (with or without carbonation) and with no added sweeteners.
- Elementary schools may sell up to 8-ounce portions of milk and juice.
- Middle schools and high schools may sell up to 12-ounce portions of milk and juice.
- High schools may sell  $\leq$  20-ounce portions of: Calorie-free, flavored water (with or without carbonation); or other flavored and/or carbonated beverages that are labeled to contain  $<$  5 calories per 8 fluid ounces or  $\leq$  10 calories per 20 fluid ounces or  $\leq$  12-ounce portions of beverages with  $\leq$  40 calories per 8 fluid ounces or  $\leq$  60 calories per 12 fluid ounces.

# What are the Smart Snacks Standards for beverages? (continued)

## Diluted Juice

100% fruit or vegetable juice diluted with water, with or without carbonation, and with no added sweeteners.



Elementary School



Middle School



High School

## Low- and No-Calorie Beverages (High School Only)

Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie-free, flavored water.



Low Calorie Maximums:\*  
40 calories/8 fl oz  
60 calories/12 fl oz

\*Equivalent to 5 calories per fluid ounce.



No Calorie Maximum:\*  
10 calories/20 fl oz

\*Less than 5 calories per 8 fluid ounces.



**Do you have questions about Smart Snacks Standards?**

Contact your State agency that administers the National School Lunch Program (<https://www.fns.usda.gov/contacts>).

# **FORMS & ATTACHMENTS**

LETTER OF TRANSMITTAL FORM  
**SUBMIT WITH YOUR PROPOSAL**

Items one (1) to four (4) each **MUST** have a response, failure to respond to all four items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept APS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

*All of the following forms must be signed and submitted with your proposal or your proposal may be rejected.*

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

\_\_\_\_\_  
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)

\_\_\_\_\_  
Offeror Business Name



# CONFLICT OF INTEREST, NON-COLLUSION 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.

## CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES Initials of Authorized Representative of 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, NON-COLLUSION 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: \_\_\_\_\_



**BYRD ANTI-LOBBYING AMENDMENT**

Contractor must sign and submit to the Owner the following certification:

**APPENDIX A, 44C.F.R. PART 118**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned certifies, to the best of his or her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**ALBUQUERQUE PUBLIC SCHOOLS  
TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Albuquerque Public Schools (APS) and forever thereafter, to keep confidential all information and material provided by APS or otherwise acquired by the Employee/Subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with APS, and not to release, use or disclose the same except with the prior written permission of APS. This obligation shall survive the termination or cancellation of the Contract between Contractor and APS or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of APS, or to the owner of such information, inadequately compensable in damages and that, accordingly, APS or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Offeror Business Name

\_\_\_\_\_  
Date

## **PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST**

Please submit your completed proposal, 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.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation
- Price Proposal
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Byrd Anti Lobbying Certification SIGNED- For Federal Purchases**
- Statement of Confidentiality, **SIGNED**
- Resident Contractor Or Native American Resident Contractor (or Veteran Resident Contractor or Native American Veteran Resident Contractor) Preference Certificate issued to the Offeror by State of New Mexico Taxation and Revenue – if applicable

Obtain more information:

<http://tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> **and**  
<https://www.generalservices.state.nm.us/statepurchasing/vendorpreferencelist.aspx>

- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>

*\* If items are not completed as required, your proposal may be deemed non-responsive.*