



# ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

**BID # 21-002MS**

**BID TITLE: DELIVERED FRESH FRUIT & VEGETABLES  
(Direct Broad Line/Produce Distributors only)**

## BID SCHEDULE

Action	Date & Time
Bid Issued	06/19/2020
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	06/29/2020@5:00 PM (local)
Bid Due Date & Time	07/14/2020@3:00 PM (local)
<b><i>Proposals must be received by the due date and time. No late proposals will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry)</i></b>	

## BUYER CONTACT INFORMATION

<b>Name</b>	Melissa Sanchez
<b>Phone Number</b>	(505) 345-5661 ext. 38241
<b>E-Mail</b>	Melissa.sanchez@aps.edu
Any inquiries or requests regarding clarification of Bid document shall be submitted to the buyer in writing. Bidders may contact <b>ONLY</b> the buyer regarding the terminology stated in the procurement documents.	

## BID SUBMITTAL

**Bids must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.**

<https://vrapp.vendorregistry.com/vendor/register/signup>

Bidders 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). Bidders also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

## BID TERM

APS reserves to right to enter into, not to exceed (3) year, indefinite quantity contract with the awarded Bidder(s).

## BID SUBMISSION COVER SHEET

***(REQUIRED: Submit with your bid.)***

**BIDDER ACKNOWLEDGEMENT:** By responding to this Bid, the undersigned Bidder (1) acknowledges that he or she agrees to the terms and conditions set forth in this Bid; (2) certifies that the Bidder has not, either directly or indirectly, entered into action in restraint of full competition in connection with the bid submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed at the price indicated.

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

Type or print Name of above: \_\_\_\_\_ Address 1: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Address 2: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Resident/Veterans Preference Certification No. (If applicable): \_\_\_\_\_

<b>Contact information for Issue Resolution Depart.:</b>	<b>Contact information for POs/Invoicing/Etc.:</b>
Name of Contact: _____	Name of Contact: _____
Telephone No.: _____	Telephone No.: _____
Email Address: _____	Email Address: _____

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



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

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

**2. Minimum Order:** What is your minimum order (quantity, etc.)? \_\_\_\_\_

**3. Traceability:** Bidder **must initial** the list below acknowledging Bidder has completed all the District Requirements regarding handling, packaging, and labeling. Additionally, Bidder will provide the following documentation at the request of the District.

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

## BID SUBMITTAL REQUIREMENTS AND CHECKLIST

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

### SUBMITTALS:

- Bid Submission Cover Sheet, **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- BID PRICE FORM (Excel Spreadsheet) **\*\*\*REQUIRED\*\*\***
- Buy American Form(s) **\*\*\*REQUIRED\*\*\***
- Pallet Requirement Form **\*\*\*REQUIRED\*\*\***
- Specification Exception Form, **Completed \*\*\*REQUIRED\*\*\***
- Conflict of Interest and Debarment/Suspension Form, **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED \*\*\*REQUIRED\*\*\***
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate (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 bid, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>

**Bids must be submitted electronically via electronic bidding system (Vendor Registry) by required date and time as noted on RFP document.**

<https://vrapp.vendorregistry.com/vendor/register/signup>

Bidders 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). Bidders also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents.

**Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.**

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# **INSTRUCTIONS FOR ALL BIDDERS**

1. **READ ALL DOCUMENTS:** Bidders 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 Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.

Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this BID or the resulting contract(s). Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.

3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit the bid in early.

**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 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 offers arrive before the due date and time.

Bidders 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). Bidders also understand and agree that internet access, browsers, and operating systems are not supported by the District and/or its agents. **Bidders are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.** If you have any questions contact the Buyer listed on the Bid/RFP documents for assistance.

4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with APS will be borne solely by the Bidder.
5. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS on the APS Procurement website shall govern.
6. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date

before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.

7. **ADDENDUM(S)**: No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.
8. **CORRECTION OR WITHDRAWAL OF BIDS**: Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with applicable procurement statutes.
9. **IRREGULARITIES IN BIDS**: Pursuant to NMSA 13-1-132, APS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
10. **BIDDERS EXCEPTIONS**: Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
11. **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. 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.
12. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE**: If Bidder offers more than one brand or price per item, APS shall evaluate bids and award the goods that are in APS’s best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
13. **BID PRICING**: Responses, including bid prices, will be considered firm.
14. **PRICING ESCALATION**: Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
15. **BID OPENING**: Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.
16. **BID CANCELLATION OR REJECTION**: This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
17. **NON RESPONSIVE**: APS reserves the right to eliminate any Bidder who submits incomplete or

inadequate responses or is not responsive to the requirements of this Invitation to Bid.

18. **AWARD:** In accordance with NMSA 1978, §13-1-108, the bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. APS reserves the right to the sole judge to determine “meets or exceeds”.
19. **NEW MEXICO PREFERENCES:** Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business.

Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.

20. **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. APS reserves the right to award by item, group of items, or total bids.
21. **AFTER AWARD:** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
22. **PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
23. **CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
24. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

“**Contractor**” shall mean the successful bidder

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision

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

“**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.

“**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.



**“Offeror”, “Bidder”, or “Proposer”** is any person, corporation, or partnership who chooses to submit a bid.

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

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

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

# **TERMS & CONDITIONS**

1. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this bid 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 Principal. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 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.
8. **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 directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by APS.
9. **TERMINATION:** Either party may terminate this contract as follows:
  - A. Termination by the Contractor
    1. The Contractor may terminate this contract only if APS 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(s) in any substantial way of any provisions of this contract.
      - b. If either one of the events identified above occur, the APS 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 District 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.

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

**11. INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by APS at the time of contract award. APS 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	\$1,000,000
General Aggregate - \$2,000,000	
Product/completed operations aggregate \$1,000,000	
Professional Liability Insurance (E&O)-per occurrence	\$2,000,000
Professional Aggregate - \$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

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

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

12. **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.
13. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **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.
15. **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.
16. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder 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.
17. **NON-DISCLOSURE:** The Bidder 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 and costs in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **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.
21. **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.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the APS Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that are goods/services

are conforming and fails to make an effective rejection.

23. **BUYERS REVOCATION OF ACCEPTANCE:** The APS 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.
24. **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
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
26. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
27. **PAYMENT:** Any invoice receive and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
28. **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.

## **PROTEST**

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

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

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

The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest.

The determination shall:

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

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

# **SPECIFICATIONS**



## **SPECIFICATIONS**

1. The intent of the Bid is to establish pricing for assorted fresh produce to be supplied on demand for Albuquerque Public Schools Food & Nutrition Services. Specifications and requirements to follow.

Albuquerque Public Schools is the largest School District in New Mexico and it is important to contract with vendors that can provide and sustain the volume of fresh products that are ordered all year round.

APS Food & Nutrition Services is responsible for the Nutritional School Breakfast Program, the National School Lunch Program, the After School Snack Program and the Summer Food Service Program. Fruits and vegetables are an integral part of menu planning and are purchased on a continuing basis.

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

Delivered Fresh Fruit and Vegetables will be contracted through Direct Broad Line/Produce Distributors only for the term of this contract to ensure fresh produce all year round. Broad Line/Produce Distributors must meet the qualifications set forth in this bid in order to qualify.

Regardless of discounts received, APS reserves the right to negotiate a deeper discount in the event of a large quantity purchase.

Although, this BID is issued on behalf of APS Food & Nutrition Services, vendor agrees to extend pricing to all New Mexico publicly funded entities.

## **2. VENDOR QUALIFICATIONS:**

### **Lot I – Broad Line/Produce Distributors:**

Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. Albuquerque Public Schools (APS), reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

The Procurement Department will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform. The decision as to whether a bidder meets the qualifications stated below is at the discretion of APS Food and Nutrition Services and the Procurement Division.

- Bidder must have a current valid PACA license in place.
- Bidder must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35 degrees, or 50 degrees and 70 degrees F.
- Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks compartments capable of holding air temperatures at 45 degrees minimum while on delivery routes.
- Bidder must have a HACCP plan in place. The district may require documentation verifying that a written HACCP plan is followed.

**3 Facilities and Farm Inspections:**

The District reserves the right, prior to award of any contract and throughout the contract period, to request a third party inspection of the prospective awardees' facilities and/or farm to determine that the awarded vendor has a regular, bona fide establishment that meets the District's requirements. The third party agent will be selected by the District. Areas of evaluation may include, but are not limited to fields, wash station, packing shed, and delivery vehicles.

**4. Traceability Summary:**

Bidder is responsible for the following documentations at the request of the District.

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

For information on Traceability Summary, go to:

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

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

**5. Purchase Orders and Invoicing Procedures:**

Price Agreement (PA) will be issued to the successful contractor(s) for all awarded items for the duration of the contract. A single Blanket Purchase Order referencing the Pricing Agreement will be issued to the awarded contractor for the duration of the contract.

Proof of delivery document, showing the APS Purchase Order, delivery location and the full signature with printed name underneath of employee receiving the item(s) must be submitted to APS Food and Nutrition. Initials are not acceptable and will not be processed for payment. APS will not pay for unauthorized purchases.

Itemized invoices shall be submitted to Food & Nutrition Services, 800 Louisiana Blvd. NE, Albuquerque NM, 87108 Attn: Accounting Department.

APS will make a good faith effort to work with your company to remedy any problems with invoices. If invoices are not generated as per contract pricing and invoiced properly, APS reserves the right to request corrected invoices.

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

- a. Price Agreement Number
- b. Purchase Order Number
- c. Invoice Number
- d. Order Date
- e. Delivery Date
- f. Item Number

- g. Item Description
- h. Quantity Shipped
- i. Lot/Batch #'s
- j. Unit Price (each/pound)
- k. Case Price
- l. Extended Price
- m. Total Invoice
- n. Location Number
- o. Company Letterhead including address
- p. Recipient's Signature
- q. Payment remit to address

Prices artificially derived for APS will not be acceptable. APS will not consider price increases without proper documentation. Adjustments must be approved prior to implementation. Price increases will not be unique to APS. The district will pay fair market value only; consequently, price decreases will also apply. Invoice must correspond to the agreed upon price structure for that pricing period.

**6. Pricing:**

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

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

**7. Pricing Sheets:**

Please review the specification sheets carefully; all produce listed is produce being served at the present time. Bids are to be submitted according to pricing structure. **Do not** add additional items to the pricing sheets as they will not be accepted. Food and Nutrition Services will request new items on an as needed basis. Pricing Sheet must be typed, in order for accurate entry on bid analysis report.

**8. Quality of Product:**

Quality of all products shall be fresh and unspoiled, not wilted or otherwise deteriorated. Produce must be Grade 1 or better. We ask in the pricing structure to identify grade of produce. APS reserves the right to reject a shipment that does not meet reasonable standards of acceptable quality.

**9. Substitution of Produce/Emergency Circumstances:**

Any substitution of produce must be approved prior to delivery. A substitution, if approved, shall be billed at the same per unit cost as the original bid item. A substitution not approved will be refused at delivery and bidder will be responsible for return shipment.

In the event of an **emergency** (such as freezes), which dramatically disrupt the availability and/or pricing of a significant portion of the supply, APS must be notified immediately. APS will replace all orders for the items in question with something more readily available and less expensive, for example: apples for oranges.

**Authorized Approvers contact information:**

Manager Central Operations, Steve Carleton (505) 345-5661 ext. 38232, email; [carleton@aps.edu](mailto:carleton@aps.edu)  
Director Menu/Production, Gloria Kozeliski (505) 345-5661 ext. 38202, [Gloria.kozeliski@aps.edu](mailto:Gloria.kozeliski@aps.edu).  
Commodity/Purchasing, Juan Saiz (505) 345-5661 ext. 38207, [juan.saiz@aps.edu](mailto:juan.saiz@aps.edu)

**10. Negotiation of Related Items:**

During the life of the contract APS, reserves the right to negotiate with successful bidder(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new item(s) and pricing structure.

**11. Delivery:**

Prompt delivery is of the essence and is a factor in determining the successful Bidder. Delivery time after placement of order must be stated in definite terms. **BIDDER OWNS GOODS IN TRANSIT.**

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

Successful contractors must call or email Warehouse Manager, Richard Gonzales, (505) 345-5661 ext. 38236, email [Gonzales\\_ric@aps.edu](mailto:Gonzales_ric@aps.edu) or Operations Director, Felipe Nevarez, (505) 345-5661 ext. 38224 or cell (505) 252-2804, email [Felipe.nevarez@aps.edu](mailto:Felipe.nevarez@aps.edu) three (3) days in advance to make delivery arrangements.

Successful contractor(s) are required to deliver to Food & Nutrition Services central warehouse location only. **(One way to access loading dock, Enter off Chama, 1 block East of Louisiana)**

- **Food & Nutrition Services Warehouse** – 800 Louisiana Blvd. NE, Albuquerque NM 87108 which accepts deliveries Monday thru Friday between the hours of 8:00am – 1:00 pm
- **Local and over the Road Driver(s)** – Deliveries will be accepted between 8:00am – 1:00pm
- **UPS & Fed EX** – Deliveries will be accepted between 8:00am – 1:00pm

**All deliveries are required to schedule a delivery time to limit the wait and back up at the loading dock. Deliveries that have a scheduled time will have priority NO EXCEPTIONS**

**12. Food Protection:**

Transportation of food must meet the Food Sanitation Ordinance for General Food protection 9-6-1-3. Albuquerque code of Ordinances, which states as follows: All foods while prepared, served, displayed, stored sold at food processing and/or food-service establishments or during transportation shall be wholesome and protected from contamination.

The product temperature of all potentially hazardous food be maintained at 45 degrees F. (7 degrees C.) or below or 140 degrees F. (60 degrees C) or above, except during necessary period of preparation. It is crucial that all products be delivered on time and at the appropriate temperatures to meet health code requirement Foods received at the wrong temperature **will not be accepted.**

**13. Use of Federal Funds:**

Food Services revenues are derived primarily from Federal sources. Federal Law prohibits application of any residential preference when the expenditure of federal funds designated for specific purchase(s) involved.

**14. Warranty/Guarantee:**

All bidders must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned for full money refund. Bidders will replace damaged items at no cost to APS.

**15. Protection of Adjacent Surfaces:**

The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, walls, fencing, rail, sidewalks, and landscaping from damage and shall repair promptly and such damage at his own expense and to the satisfaction of APS.

**16. The Agriculture Appropriations Act for Fiscal Year –**

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

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

**17. City of Albuquerque Environmental Health Inspection Certificate:**

APS prefers to have a copy of your latest City of Albuquerque Environmental Health Inspection Certification submitted with your bid. If certificates are not submitted at time of bid opening. APS reserves the right to require them prior to award. All awarded bidders must submit certificates prior to award.

**18. Award:**

APS reserves the right to award to a single contractor, on an “All or None” basis or multi award to meet menu needs.

**Keep this page for your reference:**

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

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

Please do not submit Thumb Drive/CD's for monthly price changes as they are not necessary.

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

Dates of monthly pricing submittals as follows:

<b><u>Pricing Submitted:</u></b>	<b><u>Pricing Period</u></b>
August 27, 2020	August 31, 2020 --- September 25, 2020
September 24, 2020	September 28, 2020 --- October 30, 2020
October 29, 2020	November 2, 2020 --- November 27, 2020
<b>November 19, 2020</b>	November 30, 2020 --- December 18, 2021
<b>December 17, 2020</b>	December 28, 2020 --- January 29, 2021
January 28, 2021	February 1, 2021 ----- February 26, 2021
February 25, 2021	March 1, 2021 --- March 26, 2021
March 25, 2021	March 29, 2021 --- April 30, 2021
April 29, 2021	May 3, 2021 --- May 28, 2021
May 27, 2021	May 31, 2021 --- June 25, 2021
June 24, 2021	July 5, 2021 --- July 30, 2021

*Dates highlighted in red reference Thanksgiving Holiday and Christmas break which will affect an earlier submittal date as Food and Nutrition Services will be closed.*

# **BID PRICE FORM**

**(Excel Format)**

**MUST FILL OUT REQUIRED INFORMATION, SIGN AND SUBMIT WITH BID**

**Buy American Form- A**

The following three documents (hyperlinks) are consistent in defining the Buy American requirements.

1. [Richard B Russell National School Lunch Act](#) (n)1 (A) and (B)
2. [7 CFR 210.21 Procurement](#), (3)d and
3. [SP 20-2006: Procurement questions related to the Buy American Provision](#)

The Richard B. Russell National School Lunch Act provides in Section 12(n) the Buy American provision which requires that school food authorities (SFAs) operating school meals programs purchase domestically produced (grown) and processed foods, to the maximum extent practicable. The Buy American provision was codified in the National School Lunch Program regulations at 7 CFR 210.21(d). A “domestic commodity or product” is defined in the Federal regulations as:

- (i) an agricultural commodity that is produced in the United States (U.S.); and
- (ii) a food product that is processed in the U.S., substantially using agricultural commodities that are produced in the U.S., 7 CFR 210.21(d).

The language about ‘*substantially*’ using U.S., agricultural commodities is referring to products that are processed in the U.S., comprised of at least 51% domestic ingredients. According to the regulations, a food product must meet a two part test to be considered a domestic commodity or product: (1) the food product must be processed in the U.S.; and (2) the food product must be processed substantially using agricultural commodities that are produced in the U.S. There is no further need to determine whether 51% of a foreign product consists substantially of agricultural commodities that are produced in the U.S., because the product does not meet the first part of the test as it is not processed in the U.S.

Waivers to the Buy American provision are rare. While the Food and Nutrition Service (FNS) sets the Buy American requirements by which States and SFAs must abide, keep in mind that USDA is not a part to the contract between the SFA and its food supplier. It is the responsibility of the SFA to document that there is basis for allowing an exception (waiver); it is unacceptable for exceptions to be granted without substantial evidence that either of the two following situations have occurred:

- 1) The product is not produced or manufactured in the U.S., in sufficient and reasonable available quantities of a satisfactory quality; **and**
- 2) Competitive bids reveal the costs of a U.S., product is significantly higher than the foreign product.

Availability, cost, and quality are factors an SFA must weigh when considering the purchase of non-domestic products. The SFA needs to review current market information to determine if purchasing a specific non-domestic product meets one or more of the exceptions to the Buy American provision.

SFAs are encouraged to include in their bidding process a requirement for certification similar to: “We require that suppliers certify the percentage of U.S., content in products supplied to us. If you are unable or unwilling to make such certification, we will not purchase from you.” Appearing under this statement could be the sentence, “We certify that our U.S., processed  have at least % U.S., content,” with space for the supplier to fill in the name of the product and its percentage of domestic content. The SFA’s active role in clarifying the Buy American provision to all contractors in the bidding process helps ensure that contractors have a clear understanding of the Federal requirements and the ingredients contained in a product during the manufacturing process do not contain significant foreign content. Additionally, the best tool an SFA has to ensure that the Buy American provision is being followed is its contract with the distributor. If an SFA writes a contract with specific provisions and administers its contract properly, many conflicts or issues with the distributor can be avoided.

It is important for both SFAs and distributors to recognize that the determination as to whether a product meets the requirements of the Buy American Contractual provision rests with the SFA; it is not enough to assume that a product with a well-recognized American brand name or a product supplied by a domestic foodservice distributor complies with the Buy American provision. Distributors/suppliers should, in good faith, facilitate this process and provide the SFA with sufficient information regarding the country of origin for each end product in order for the SFA to make a determination. These efforts will enable distributors and suppliers to provide SFAs with products that meet the specifications of their contract. A brief description of the Buy American Requirement is printed behind the front cover of the Food Buying Guide for Child Nutrition Programs.

**Signature of Company Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Company Name/Certifying Official Signature)**



**BUY AMERICAN PROVISION FORM - B- Submit with your Bid**

The Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. SFAs are reminded that when funds are used from the nonprofit food service account, procurement transactions for food products on the commercial market must comply with the Buy American provision, whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Some examples of entities purchasing on the behalf of SFAs include: food service management companies, group purchasing organizations, or cooperatives of schools purchasing shared goods and services, or through an inter-entity agreement, etc. If SFA's have difficulty ensuring that food products meet this regulation, FNS encourages a specification to be included in solicitations and contracts that only 100% domestically grown and processed products are approved for purchase.

**THE BUY AMERICAN PROVISION SUPPORTS LOCAL AND SMALL BUSINESSES**

Using food products from local sources supports small local farmers and provides healthy choices for children in the school meal programs. Purchasing from these entities also supports the local economy. Compliance with the Buy American provision may also encourage SFAs to work with local, or small, minority, and women-owned businesses. Federal regulations require SFAs to take all necessary affirmative steps, when possible, to assure that small, minority, and women-owned business enterprises are used (2 CFR Part 200.321). These entities may also be good sources for products of the United States, or its territories. FNS encourages purchasing food products from local and regional sources when expanding farm to school efforts as well.

**LIMITED EXCEPTIONS**

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of the domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food product should be considered. For example, SFAs should ask:

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive (e.g. substitute domestic pears for non-domestic apples)?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and /or availability change?

Again, although exceptions to the Buy American provision exist, they are to be used as a last resort. These exceptions, as originally outlined in the 2012 guidance, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

If a SFA is using one of the above exceptions, there is no requirement to request a waiver in order to purchase a non-domestic product. SFAs must, however, keep documentation justifying the exception(s).

**Buy American**

Contractor must comply with the Buy American Act (7 C.F.R. 210.21), which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products. Pursuant to the Buy American Act, the term "domestic commodity of product" means; (i) an agricultural commodity that is produced in the United States; and (ii) a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

**Signature of Company Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(Company Name /Certifying Official Signature)**

**Pallet Requirements Form - Submit with your Proposal**

Any shipments received shall be palletized and/or if the total shipment weight exceeds 200 pounds. The integrity of the product/case must withstand the pallet configuration to avoid cases splitting/collapsing.

Palletized product must be tied and shrink wrapped to avoid shifting in transit and during unloading. Air Dunnage Bags must be in place of gaps between pallets to avoid shifting and falling over during transportation. Palletized product must fit through a 90” clearance with pallet included.

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

Adhering to the pallet requirements will limit your time at the receiving dock and will keep all incoming deliveries on schedule.

Purchase Order will not specify palletizing requirements. Offeror’s signature signifies understanding of these requirements. APS reserves the right to reject shipments which are not tied, shrink wrapped, palletized, use of Air Dunnage Bags, or exceeds maximum height requirements.

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

**Print name:** \_\_\_\_\_

**SPECIFICATIONS EXCEPTION FORM**

**NOTE: YOUR BID MAY BE REJECTED IF YOU DO NOT SIGN AND SUBMIT THIS PAGE**

Bid on materials, supplies, or equipment, specialized services, etc., with varying specifications may be considered by Albuquerque Public Schools. If your bid differs from the specifications or if you take exemption to any of the requirements, such information must be clearly stated in the space following.

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**I do meet specifications:** \_\_\_\_\_

**Signature**

**Exceptions are as stated:** \_\_\_\_\_

**Signature**

# COMPLIANCE

*(REQUIRED LEGAL FORMS)*

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

# 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: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

\_\_\_\_\_

(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

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

--OR--

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

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

