



# ALBUQUERQUE PUBLIC SCHOOLS REQUEST FOR PROPOSAL

**RFP # 20-044MS**

**RFP TITLE: Grocery Products**

**RFP Schedule**

Action	Date & Time
RFP Issued	03/27/2020
Pre-proposal Meeting	N/A
Pre-proposal Location	N/A
Deadline for Questions	04/20/2020 @ 5:00pm (local time)
RFP Due Date and Time	05/05/2020 @ 3:00pm (local time)
<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 imprint from Vendor Registry.</i></b>	
Evaluation of Proposals	TBD
Contract Negotiations	TBD

## RFP 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
<i>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.</i>	

## RFP Submittal

**See page 2 for Online Submittal Instructions**

## RFP Term

Albuquerque Public Schools reserves the right to enter into one (1) year contract with the awarded Offeror(s).



**ALBUQUERQUE  
PUBLIC SCHOOLS**

**3/26/2020**

**ATTENTION:**

Due to the recent development of the covid-19 virus in New Mexico and guidance from the Governor, Bids and 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/Signup>

**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/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 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

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b>	<b>PAGE #</b>
OFFERORS' GENERAL INSTRUCTIONS	4
TERMS AND CONDITIONS	9
PROTESTS	13
OVERVIEW	15
RFP SCHEDULE	15
SCOPE OF WORK	15
EVALUATION CRITERIA	24
SUBMITTAL REQUIREMENTS	26
FORMS AND ATTACHMENTS	28
PRICING PROPOSAL – Attachment A	30
COMPLIANCE – Required Legal Forms	31
PROPOSAL CHECKLIST	39

# **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. **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 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.
3. **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.
4. **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 forth in this RFP.
5. **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 on the APS Procurement website, the Offeror acknowledges that the version maintained by APS shall govern.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.

12. **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.

13. **BRAND NAMES:** 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

14. **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.

15. **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.

16. **PREFERENCES:** RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and 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 both a resident preference and a resident veteran business preference. The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

17. **TIMELY SUBMISSIONS:** **SEE PAGE 2 FOR INSTRUCTIONS** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP. Time is subject to Mountain Standard Time.

It is the Offeror’s responsibility to ensure the proposal are submitted before the due date and time. Offerors are cautioned that “late is late”. Any and all proposals not received by the proposal submission due date and time shall be rejected. No late bids will be accepted under any circumstances. It is recommended to submit your proposal early.

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 the submission due date.

18. **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.

19. **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.

20. **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.
21. **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.
22. **NEGOTIATIONS:** APS reserves the right to discontinue negotiations with any Offeror.
23. **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.
24. **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 will 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.
25. **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.
26. **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.
27. **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. **TERM:** APS reserves to right to procure the services/goods as described in this RFP and enter into a contract as described on RFP 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. **MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
4. **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.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS's 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.
7. **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.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities, 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
9. **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.

10. **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.

11. **INSURANCE (If Applicable):** 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
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
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:** Board of Education  
Albuquerque Public Schools

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

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's access to books and records of such party.

13. **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.
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 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.
17. **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.
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 (APS'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 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:** 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. **PAYMENT:** Any invoice received and payment made shall be subject to APS's terms and conditions (NET 30) unless specifically waived by APS in a separate written document and not this RFP or any response.
26. **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, at seq. as amended.

## **PROTESTS**

1. 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
2. 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).
3. 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).
4. 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**

## **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 miles of geographical area. Currently, APS has 13 high schools, 2 K-8 schools, 12 schools of choice, 27 middle schools, 88 elementary schools plus 29 APS authorized Charter schools. APS has approximately 81,000 students and 12,000 employees. An elected Board of Education composed of seven members serving staggered terms of four years each governs APS. The Superintendent is Raquel Reedy.

## **RFP SCHEDULE**

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

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

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Grocery Products.

### **Scope of Work:**

The purpose and intent of this RFP is to establish responses for Grocery Products to be supplied on demand for Food & Nutrition Services.

Items being proposed in this RFP should meet the requirements and specifications of items in attachment A. Vendor should identify substitutes of "equal or better" quality for each item being substituted. If item is substituted, vendor must submit specification sheets for each item and APS may request a sample of product that Vendor will provide at vendor cost.

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 products that are ordered all year round.

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

Although, this RFP is issued on behalf of APS, vendor agrees to extend pricing to all New Mexico publicly funded entities.

### **Negotiation of Related Items:**

During the life of the contract, APS reserves the right to negotiate with successful vendor(s) for pricing on items related to this contract but not specifically named herein.

### **Rewards Program:**

APS Food & Nutrition Services participates in rewards programs similar to Cool School Café points, or an equivalent, to benefit the foodservice program.

### **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 140 degrees F. (60 degrees C) or above, except during necessary period of preparation.

Frozen product should be frozen solid when being received at a temperature of 0 degrees. Refrigerated trucks are required for delivery of all frozen foods.

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.

Offeror(s) must have a HACCP plan in place. The district may require documentation verifying that a written HACCP plan is followed.

**Nutritional Information:**

Every product proposal must meet all USDA Regulations for use in School Nutrition Programs.

All specifications listed in this RFP document are nutritionally **NSLP** (National School Lunch Program) and **NSBP** (National School Breakfast Program) approved products.

**Product Specification Information:**

Product specification information must be submitted for every item you are proposing on. The minimum requirements for all finished product, specifications should include:

- Product Name, Item code and description
- Weight Case/Pack Tie x Hi
- Shelf Life
- Storage Conditions
- Directions for Use
- Ingredients
- Allergens
- Nutrition Information
- Regulatory and label compliance
- Manufactures details
- Method of preservation
- GMO Status
- Country of Origin
- Document control including issue date
- Method of traceability
- CN Labels (if applicable)

**FAILURE** to submit the requested information may be cause for the proposal to be deemed non-responsive by the Buyer.

**Ordering of Food Products:**

The ordering of food products shall be made via APS Purchase Order issued by the Procurement Department. Any order placed via any other means may become the personal responsibility of the person placing that order. Once order is placed, all vendors shall provide confirmation within 48 hours of order that includes delivery date and product quantities, to Food and Nutrition Services. Confirmation of these orders are to be sent to [juan.saiz@aps.edu](mailto:juan.saiz@aps.edu) and [gloria.kozeliski@aps.edu](mailto:gloria.kozeliski@aps.edu)



### **Bracket Pricing:**

Attachment A, Please include Bracket Pricing on all items you are proposing on as this affects the pricing on items when building truckloads. Bracket pricing **will not** be accepted after awards.

### **Quantities:**

The estimated quantities as shown are a projected/proportional annual usage based on historical data. This is not a commitment to purchase. The information is included to provide a potential offeror with some idea of possible contract activity. Contact Juan Saiz, (505) 345-5661, ext. 38207 for an approximate amount/usage before placing your orders.

### **Product requirements:**

Grades and other requirements specified for items are based on current U.S. Standards as applicable. Drained weights, brix values and other related values, as applicable to the items listed in these specifications shall be those required by the U. S. Standards and Federal Specifications in effect at the time of the proposal.

All food products furnished to APS shall comply with the latest standards and regulations established by the Federal Laws (including the Federal Food, Drug and Cosmetic Act) and the U.S. Department of Agriculture (USDA).

All frozen fruits and vegetables covered by specifications for frozen foods as issued by APS shall be unconditionally guaranteed as to represented grade.

When quality is questioned, the successful vendor will furnish to APS on request, USDA Certificates of Grade. Any expense incurred in obtaining grade certification shall be the sole responsibility of the vendor and solely born by the vendor. If any product is found to be below the grade specified, it shall be immediately replaced by the vendor.

### **Grocery:**

- Vendors shall state on pricing proposal the packer and location of each items.
- All Items offered shall be of the latest season's pack.
- All cans shall be labeled as to contents and shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act.

### **Pricing Proposal: – Attachment A**

Pricing sheets have been created with categories and have tabs on the bottom of the page referencing these categories. Each category will have items with specifications for you to propose on. Please review the pricing sheets carefully, as to particular references are made to products. Pricing sheets must be typed, do not hand write in information, in order for accurate entry on analysis report. **If vendor does not have specific item, you may list an equal or better item on column titled –Alternate Product item code (if applicable).** Offerors should propose only on items that company can provide as APS requests.

Column (Pricing 3), **must** be filled in on all items you are proposing on, as this column will be factored in for points, in the **Evaluation Criteria**. **FAILURE** to fill this column may be cause for the proposal to be deemed non-responsive by the Buyer.

**Usage Reports:**

The awarded vendor shall provide an electronic copy of a usage report monthly/yearly upon the request from Food and Nutrition Services. The report shall provide complete information identifying the item number; description, quantity, price and total amount spent under this agreement. Please submit a sample usage report with your proposal.

**Defective/Damaged Product:**

All defective/damaged products shall be replaced and exchanged by the vendor within five (5) days of notification. Photos will be provided to vendor as verification of damage. At no time will APS hold damaged product(s) for a vendor(s) verification. The cost of transportation and re-shipping or other like expenses shall be paid by the vendor.

If issues in delivery arises, contractor will be notified and be given the opportunity to correct the issue(s). APS Food & Nutrition Services and/or Procurement will make a single phone request. If within 5 days after phone notification the issues have not been resolved, APS reserves the right to cancel the contract. In the event this should occur, APS Procurement and Food and Nutrition Services in conjunction with the contractor will determine a phase out period for ease of transition to a new contractor. At no time will APS be without service.

**Delivery of Food Products:**

All deliveries shall be to the requesting school/department per the purchase order and FOB Destination.

**Customer Support Services:**

Vendor shall provide information that includes policies on replacements, returns, restocking fees, delivery and sales service, and order tracking. Additionally, vendor shall provide to APS Food and Nutrition Services, details on what mechanism they have in place or will implement to ensure that all orders placed with the vendor are priced correctly per this RFP.

**Delivery:**

Prompt delivery is of the essence and is a factor in determining the successful Offeror. Delivery time after placement of order must be stated in definite terms.

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

Awarded Contractor shall ship all orders in a single shipment whenever possible. Partial shipment of less than 25% of the ordered quantity for any line item will **not** be accepted and will be returned to shipper at shipper's expense.

Juan Saiz at Food & Nutrition Services will coordinate the placing of orders with the successful contractor or designee.

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 only.

- **Local and over the Road Driver(s)** – Deliveries will be accepted between 8:00 am – 1:30 pm.
- **UPS & Fed Ex** – Deliveries will be accepted between 8:00 am – 1:30 pm

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

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

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
- k. Extended Price
- l. Total Invoice
- m. Location Number
- n. Recipient's Signature
- o. Company Header

**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) is involved.

**Request(s) not defined in Scope of Work:**

Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of the proposed contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of the APS Procurement Buyer.

**Guarantee:**

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

**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, contest or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

**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, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of APS.

**Awarded Price Agreement:**

Upon award, APS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

**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 or agricultural commodities and food products comply with this statutory provision on page 22 of this RFP.

**City/County of Albuquerque Environmental Health Inspection Certificate:**

APS requests to have a copy of your latest City of Albuquerque Environmental Health Inspection Certification Submitted with your proposal at time of RFP opening.

**Brand Names:**

Brand names as may be noted are for the offeror(s) reference as to level of quality or approved products which meet the Federal/State Nutrition Rules. Food & Nutrition Services **may** request sample(s) if offering alternate product. Sample(s) will be examined by Food and Nutrition Services per the required specifications. Please supply samples at no cost to APS, **only** if requested.

### **Equivalent Products:**

Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product's specifications listed. The determination of equivalency shall be based solely of the opinion of the District.

### **Substitutions:**

No substitutions or product are allowed unless “**written prior approval**” by APS Purchasing Department and Food & Nutrition Services. A substitution, if approved, shall be billed at the same per unit cost as the original offer item. A substitution not approved will be refused at delivery and Offeror will be responsible for return shipment at no cost to APS.

Items may be added throughout the term of the contract, to accommodate Albuquerque Public Schools lunch menus. New items must be approved and registered with USDA before consideration for Albuquerque Public Schools. Products must be appropriate for School Nutrition Programs (SNP's) with proper documentation to include: complete product description, Nutrition Facts, Ingredient List, CN Label (if applicable).

Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount proposed prices for other similar products. Vendor may replace or add products to the contract if; the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. Products may not be added to avoid competitive procurement procedures. Albuquerque Public Schools may reject any proposed additions, without cause, in its sole discretion.

Changes on product codes and nutritional **must** be communicated to Food & Nutrition Services by manufacturer/distributor or broker.

### **General Definition of Product Categories:**

Offeror's are to propose the broadest possible selection of food products and distribution for K-12 schools for the nine (9) categories listed. Therefore, Offeror's should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limit to:

- **Entrée's:**
  - This category includes and is not limited to; egg rolls, rolled tacos, sandwiches, etc.
- **Meat (Meat Alternates):**
  - This category includes and is not limited to; beef patties, beef fingers, beef sauces, chicken tenders, chicken nuggets, ground chicken, chicken drumsticks, turkey roasts, sliced deli meats, etc.
- **Vegetables:**
  - This category includes and is not limited to; French fries, tater tots, mashed potatoes, diced potatoes, broccoli, mixed vegetables, vegetable juices, etc.
- **Fruits:**
  - This category includes and is not limited to; Sliced apples, apricots, strawberries, mixed fruit cups, juices, etc.
- **Whole Grain:**
  - This category includes and is not limited to; Dinner rolls, hamburger buns, hotdog buns, sliced breads, muffins, cookies, cakes, donuts, etc.

- **Juice:**
  - This category includes and is not limited to; Frozen fruit, and vegetable juice singles, etc.
- **Dairy/Non Dairy:**
  - This category includes and is not limited to; yogurt plain, yogurt flavored single serving, yogurt parfaits, cheese slices, cheese portions, etc.
- **Smart Snack:**
  - This category includes and is not limited to; Snack mixes, single serving chips, popcorn, assorted nuts, etc.
- **Miscellaneous Items**
  - This category includes and is not limited to; Flour, oil, baking soda, condiments, spices, etc.

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

**Buy American Requirements**

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)**

# **EVALUATION CRITERIA**



## **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\*\*\***

	<b>Possible Points</b>	<b>Points This RFP</b>
<p><b>Company Profile</b> Submit company profile; Submit detailed information describing your company's qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company's competence as it relates to the competencies required to perform the requested services.</p>	10	
<p><b>Experience and References</b> Submit a minimum of three (3) past and/or current K-12 public schools or public entities that your company has provided similar services as requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address.</p>	10	
<p><b>Delivery and Customer Service</b> Submit written information regarding policy procedures on back orders/shortages, minimum quantity for delivery and lead times.  Submit written information regarding policies on returns, replacements, and restocking fees.  Please provide a sample usage report (both monthly and yearly) that meets requirements contained on page 17 of this document. Provide detailed information on how APS staff will be able to retrieve usage reports.</p>	20	
<p><b>Nutritional Standards</b> Describe in detail how your company meets the USDA Regulations for School Nutrition Programs.</p>	5	
<p><b>Product Specification Information</b> Product specification information must be submitted for every item you are proposing. Products spec. information requirements contained on page 16.</p>	10	
<p><b>Quality Control of Products Offered</b> Food products are expected to be handled under the highest standards of quality control. The manufacturer is responsible for the quality of the product being offered and subsequently awarded. Please describe in detail the process for quality control.</p>	15	
<p><b>Pricing</b> Submit detailed information as requested in Attachment A. All columns of Attachment A must be filled out with pricing or "N/A". Evaluation points will be factored from Column pricing 3 from every category you are proposing on. <b>FAILURE</b> to fill this column may be cause for the proposal to be deemed non-responsive by the Buyer.</p>	30	
<p><b>Total Possible Points</b></p>	<b>100</b>	
<p><b>Interview ( if needed)</b></p>	<b>50</b>	

<b>Total Possible Awarded Points</b>	<b>100-150</b>	
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**Note: FAILURE** to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Buyer.

**SUBMITTAL REQUIREMENTS**

**(For ease of evaluation, Proposals should be formatted in the order as listed below)**

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

- Letter of Transmittal Form
- Company Profile  
Submit company profile; Submit detailed and in-depth information describing your company’s qualifications providing services as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in terms of its Human Resources (number, quality, skills and experience) physical and material resources, financial resources and information resources (pool of knowledge) Demonstrate your company’s competence as it relates to the competencies required to perform the requested services. If in-depth information is not provided, you will not be eligible to obtain the maximum points available and may be unresponsive or not eligible for a contract.
- Experience and References  
Submit a minimum of three (3) past and/or current customers that your company has provided similar services as requested in the Scope of Work. Include number of years providing service, description of the service, contact person name, telephone number and email address
- Delivery and Customer Service  
Submit written information regarding bracket delivery methods, minimum quantity for delivery and lead times. Include information regarding policies on returns, replacements, and restocking fees. Provide a sample of usage report that meets requirements contained on page 17 of this document.
- Nutritional Standards  
Describe in detail how your company meets the USDA Regulations for School Nutrition Programs.
- Product Specification Sheets  
Information on the products you are proposing on.
- Quality Control of Products Offered  
Food products are expected to be handled under the highest standards of quality control. Please describe in detail the process for quality control.

- Price Consideration – Attachment A  
Submit detailed information as requested. Evaluation points will be factored from Column Pricing 3 from every category you are proposing on. **FAILURE** to fill this column may be cause for the proposal to be deemed non-responsive by the Buyer.
- City/County of Albuquerque Environmental Health Inspection Certificate
- Attachments: All required forms

# **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/Fax number	

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

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in item one (1) above, I accept the Terms and Conditions governing the Procurement.
- 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.)

**ATTACHMENT**  
**A**  
**PRICING**  
**PROPOSAL**  
**(Excel version)**

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

**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

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

## **BUY AMERICAN PROVISION FORM – Submit with your Proposal**

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)**

## **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 to **address** each evaluation criteria.
- Specifications Exception Form **SIGNED**
- Pallet Requirements Form **SIGNED**
- Buy American Provision Form **SIGNED**
- Buy American Content Form (Page 23) **SIGNED**
- Sample Usage Report
- Price Proposal – Attachment A
- Product Specification Information
- Completed Conflict of Interest and Debarment/Suspension Form, **SIGNED**
- Campaign Contributions Disclosure Form, **SIGNED**
- Statement of Confidentiality, **SIGNED**
- City of Albuquerque Environmental Health Inspection Certification
- Proof of Insurance
- Addendums (if applicable) – **before** submitting your proposal, please check for addendums here:  
<http://www.aps.edu/procurement/current-bids-and-rfps>
- The following RFP information must be clearly labeled on the **outer envelope of your sealed proposal.**  
**Please note: If you put your sealed proposal inside a FedEx, UPS, etc. envelope, all of this information must also be written and visible on the outermost envelope** of your sealed proposal:
  - Offeror's Business Name** (not an individual's name)
  - RFP Number & Title
  - RFP Due Date & Time
  - Proper Delivery Address (see cover page)

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