ALBUQUERQUE PUBLIC SCHOOLS

INVITATION TO BID

BID #26-008MS

BID TITLE: NEW MEXICO PRODUCE GROWERS

(Local Produce Growers Only)

NIGP Commodity Codes: 39028, 39029, 39068, 39084, 39085

BID SCHEDULE

Action	Date & Time
Bid Issued	06/13/2025
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	06/24/2025 @5:00 PM (local)
Submit all questions to vendor registry and copy buyer name@aps.edu Include in the email header title BID # xx-xxxxxx	
Bid Due Date & Time	07/10/2025 @2:00 PM (local)
Bids must be received by the due date and time. ***No late Bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp from electronic bidding system (Vendor Registry).***	

BUYER CONTACT INFORMATION

Name	Melissa Sanchez
Phone Number	505-345-5661 ext. 38241
E-Mail	Melissa.sanchez@aps.edu
Any inquiries or requests regarding clarification of Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

BID SUBMITTAL

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

https://vrapp.vendorregistry.com/Vendor/Register/Index/albuquerque-public-schools-nm-vendor-registration
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). Offerors 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 one (1) year, indefinite quantity contract with the awarded Bidder(s).

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.

HERE

Signature of Authorized Representative: _____

Type or print Name of above: _____ Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

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

Contact information for Sales Department:	**Contact information for POs/Invoicing/Etc.:**
Name of Contact: _____	Name of Contact: _____
Telephone No.: _____	Telephone No.: _____
Email Address: _____	Email Address: _____

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

The Albuquerque Public Schools Board of Education has shifted how it governs, prioritizing its work to focus on student outcomes. This Student Outcomes Focused Governance framework centers on the vision and values expressed by the APS community to support what we want our students to know and be able to do.

Reference the attached link regarding APS Goals and Guardrails:

https://www.aps.edu/about-us/board/board-work/goals-and-guardrails**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:

- ☐ Submission Cover Sheet, **Completed and SIGNED** *****REQUIRED*****
- ☐ BID PRICE FORM *****REQUIRED*****
- ☐ Specification Exception Form, **Completed** *****REQUIRED*****
- ☐ Conflict of Interest and Debarment/Suspension Form, **Completed and SIGNED** *****REQUIRED*****
- ☐ **Byrd Anti Lobbying Certification **Signed for Federal Purchases****
- ☐ Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED** *****REQUIRED*****
- ☐ Resident Contractor or Veteran Resident Contractor or Native American Resident Contractor or Native American 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
- ☐ Submit Bid on Vendor Registry

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

SUBMITTAL REQUIREMENTS

ATTENTION:

Bids must be submitted electronically via Vendor Registry by required date and time as noted on Bid document.

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

Important Information: Albuquerque Public Schools Online Bidding System (Vendor Registry) utilizes the Internet and the World Wide Web which is comprised of systems that are completely out 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. Please Note: There is no fee to submit a bid/RFP response, contact Vendor Registry Customer Service for assistance if you see a fee is required.**

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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. **CONE OF SILENCE:** APS has adopted a "Cone of Silence" to enforce its commitment to ethical procurement standards and improve accountability and public confidence. The Code of Silence prohibits any communication regarding a competitive procurement solicitation between any person who seeks an award from the District, including potential vendors or vendor's representative and APS Board Members, the Superintendent, senior staff members, principals, department heads, directors, managers or other District representative who have influence in the evaluation or selection process.

3. **OFFICIAL CONTACT:** 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.

4. **WRITTEN QUESTIONS:** Potential Bidders may submit written questions to the Buyer as to the intent or clarity of this BID. 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 BID.

5. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time on Vendor Registry as stated on cover page. 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 to avoid being late.

   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.

6. **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.

7. **INCURRING COSTS:** Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any bid or material submitted in response to this Bid shall be borne solely by the Bidder. If applicable, any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

8. **PUBLIC RECORDS ACT:** Albuquerque Public Schools is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). Proposals submitted to APS as a result of a formal

procurement solicitation are subject to release as a public information request. If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages "confidential" for consideration to exemption. APS reserves the sole right to determine exemptions.

9. **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.

10. **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.

11. **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.

12. **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 bids 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.

13. **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.

14. **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.

15. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

16. **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.

17. **BID PRICING:** Responses, including bid prices, will be considered firm.

18. **PRICING ESCALATION (if applicable):** Price escalation may be considered once per year 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.

19. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.

20. **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.

21. **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.

22. 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".

NEW MEXICO PREFERENCES: Offerss may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

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.

23. 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.

24. 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.

25. 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 of confidential information.

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

"**Contrac**t" 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. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.

2. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.

3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.

4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of APS.

5. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.

6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by APS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by APS and submitted electronically to the vendor by email.

7. **PRICING ESCALATION (if applicable):** Price escalation 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.

8. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.

9. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this 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.

10. **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.

11. **PROCUREMENT UNDER EXISTING CONTRACTS**: In accordance with NMSA 1978 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing 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.

12. **TERMINATION:** Either party may terminate this contract as follows:

    A. Termination by the Contractor

        i. 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

        ii. By written mutual agreement between the Contractor and APS.

    B. Termination by APS

i. For Cause

1. The occurrence of either one of the following events will justify termination for cause:

1. 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).
2. Contractor's violation(s) in any substantial way of any provisions of this contract.

2. 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.

3. 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.

ii. 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):

1. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

c) Contractor **SHALL NOT** be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. **INDEMNIFICATION:** The 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.

14. **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 General Aggregate - $2,000,000 Product/completed operations aggregate $1,000,000	$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - $2,000,000	$2,000,000
Bodily injury, per occurrence	$1,000,000
Medical and medically-related expenses	$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	$750,000

Property Damage, per occurrence	$1,000,000

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

15. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.

16. **GOVERNING LAW:** This 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.

17. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.

18. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1- 180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.

19. **CONFLICT OF INTEREST:** By submitting a 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.

20. **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.

21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).

23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.

24. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.

25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the 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.

26. **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.

27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

28. **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.

29. **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.

30. **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.

31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

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

1. **REMEDIES**

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

2. **TERMINATION FOR CAUSE AND CONVENIENCE**

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

3. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order I1246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause withrespect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable

to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. DAVIS-BACON ACT

a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of29 C.F.R. pt. 5 as applicable.

b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c) Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

1. Clean Air Act

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

2. Federal Water Pollution Control Act

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

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

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

9. DEBARMENT AND SUSPENSION

a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §

180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F:R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROCUREMENT OF RECOVERED MATERIALS

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

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

a) The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

d) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor

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

12. DHS SEAL, LOGO, AND FLAGS

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

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

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

14. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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 19781, §3-1-176).

SPECIFICATIONS

1. **Scope of Work:**

Purpose of the bid is to establish pricing for New Mexico Grown Fresh Produce on an "as needed" basis. APS reserves the right to bid any item(s) separately whenever it may be in its best interest to do so.

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 produce that are ordered all year round. Fruits and vegetables are an integral part of menu planning and are purchased on a continual basis.

APS Food & Nutrition Services is responsible for several programs which consist of;

- School Breakfast Program
- School Lunch Program
- After School Snack Program
- Summer Food Service Program
- At Risk Dinner Program
- Fresh Fruit and Vegetable Grant Programs.

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

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

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

2. **Vendor Qualifications – New Mexico Growers ONLY**

Bid submissions will only be accepted from local growers who meet the qualifications listed below. Bidders must have adequate organizations, facilities, equipment and personnel to ensure prompt and efficient services. Albuquerque Public Schools, reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specification, terms and conditions.

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 food safety 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 District will select the third party agent. Areas of evaluation may include, but are not limited to fields, wash stations, packing sheds, and delivery vehicles.

Delivery vehicles are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the Supplier. The food safety inspection is to assure the District that perishable products distributed to the schools are handled in accordance with the latest USDA and Industry Food Safety Standards.

APS does not guarantee to order any particular item(s) only because it is being offered. The District will take advantage of seasonal specials and general availability as well as price when item(s) fit menu plans. Menus are available for all interested bidders with one-week advance notice. Contact Director Menu/ Production, Gloria Kozeliski 505-345-5661 ext. 38202, Gloria.kozeliski@aps.edu for menus.

Food is not ordered or prepared on most holidays, Christmas vacations etc. Vendors will be advised of APS closing by Director Menu/Production or by Meal Program Specialist. Year round schools/programs that are open will serve food as usual, although, the numbers of meals may be less than during school year.

APS reserves the right to add produce through an amendment with approved contractor(s) as they are introduced into the market with prior approval from Food & Nutrition Services.

3. **Traceability Summary:**

Bidders must provide the following documentations at the request of Food & Nutrition Services.

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

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

APS requires you 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 from their City/County if not within Albuquerque City limits prior to award.

5. **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.

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. **Monthly Price Changes**:

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. If prices should decrease in the market, APS must also benefit from any market fluctuation which would derive a savings. Reference page 25 for submittal dates and time. Price changes must be emailed to the following personnel:

- Gloria Kozeliski – Gloria.kozeliski@aps.edu
- Dawn Torres – dawn.torres@aps.edu
- Melissa Sanchez – melissa.sanchez@aps.edu
- Sandra Kemp – kemp_s@aps.edu

If Food & Nutrition Services does not receive a monthly price change from your company, your current pricing will carry over to the following month. No Exceptions!

7. **Pricing Sheets:**
Please review the pricing sheets carefully as produce is broken up into ten (10) categories; **Dried Fruit, Fruit, Herb, Melon, Mushroom, Pepper, Tomato, Vegetable, Vegetable Leaf, and Vegetable Root**. Reference tabs on the pricing sheet for these categories. 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 & 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 produce shall be fresh and unspoiled, not wilted or otherwise deteriorated. Produce must be U.S. No.1 Grade Standard 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 or acceptable quality.

9. **Packing:**
All Produce shall be received in clean, dry condition, free of dust, dirt and soil. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Repacked produce is not acceptable. Produce found to be unacceptable will be rejected upon delivery or upon opening the case (in the event of hidden damage). If produce requires replacement, the vendor will replace items in a timely manner in order to minimize production disruption. Partial cases of produce are to be packed in appropriate containers to arrive in a firm unblemished state.

(If Applicable) All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free in food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of items

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

The product temperature of all potentially hazardous food be maintained at 40 degrees F. (4.4 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 requirements. Foods received at the wrong temperature will not be accepted.

11. **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 & Nutrition Services. Confirmation of these orders are to be sent to, Director Menu Planning & Production, Gloria Kozeliski, email gloria.kozeliski@aps.edu and Meal Program Specialist, Dawn Torres, email dawn.torres@aps.edu

12. **Substitutions/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:
Director Menu/Production, Gloria Kozeliski (505) 345-5661 ext. 38202, Gloria.kozeliski@aps.edu
Meal Program Specialist, Dawn Torres (505) 345-5661 ext. 38233, dawn.torres@aps.edu
Executive Director, Sandra Kemp (505) 345-5661 ext. 38201, kemp_s@aps.edu

13. **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.

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

Successful contractor(s) are required to deliver to Food & Nutrition Services central warehouse location only within the hours stated. This includes over the road drivers, UPS & Fed Ex. (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 8:00 am – 1:00 pm

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

16. **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 & 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. Unit Price (each/pound)
j. Case Price
k. Extended Price
l. Total Invoice
m. Location Number
n. Company Letterhead including address
o. Recipient's Signature
p. Payment remit to address

17. 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.

18. Warranty/Guarantee:

All Offerors 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.

19. 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.

20. Basis of Award:

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

21. Price Agreements:

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

Keep this page for your reference:

Food & Nutrition Services will only send out updated produce price sheets if changes have been made. Please keep a copy of the produce price sheet for your monthly price change submittals. **DO NOT** send other versions of pricing sheets as they **will not** be accepted.

Submit your monthly price changes per the dates listed below, before 11:00 am, every last Thursday of the month. Pricing periods will start the following week on Monday. Pricing submittal dates that fall during a holiday break will be rescheduled by Melissa Sanchez for an alternate date. Please reference the second column for the pricing period. These dates reference the start of the pricing period and the end of the pricing period. Pricing is confirmed when order is placed and **NOT** at time of delivery as this may create billing issues. All invoices must reference the **order date** in order for accurate pricing.

Note: ***All Awarded vendors must submit monthly pricing. If Food & Nutrition Services does not receive a monthly price change from your company, your current pricing will carry over to the following month. No Exceptions!!!***

Dates of monthly pricing submittals are as follows:

Pricing Submitted	Pricing Period
August 28, 2025	**September 1, 2025 – September 28, 2025**
September 25, 2025	**September 29, 2025 – November 2, 2025**
October 30, 2025	**November 3, 2025 – November 30, 2025**
November 27, 2025	**December 1, 2025 – December 28, 2025**
December 25, 2025	**December 29, 2025 – February 1, 2026**
January 29, 2026	**February 2, 2026 – March 1, 2026**
February 26, 2026	**March 2, 2026 – March 29, 2026**
March 26, 2026	**March 30, 2026 – May 3, 2026**
April 30, 2026	**May 4, 2026 – May 31, 2026**
May 28, 2026	**June 1, 2026 –June 28, 2026**
June 25, 2026	**June 29, 2026 – August 2, 2026**
July 30, 2026	**August 3, 2026 – August 30, 2026**

Dates highlighted in red reference Thanksgiving Holiday and Christmas breaks, which will reflect an earlier submittal date or a hold on pricing as Food & Nutrition Services will be closed. Melissa Sanchez will send out an email during this time.

BID PRICE FORM

Separate attachment (excel version)

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.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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.**

SIGN HERE

Signature: _____Date_____

Name of Person Signing (typed or printed)_____

Title:_____

Email:_____

Name of Company (typed or printed):_____

Address:_____City/State:_____

BYRD ANTI-LOBBYING AMENDMENT

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

APPENDIX A, 44C.F.R. PART l H CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

   Employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

   Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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 proces**s" 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)

SIGN WHERE APPLICABLE

--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)