

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
FAX (505) 830-1161

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Sysco New Mexico, LLC
1390 Enclave Parkway
Houston, TX 77077

SHIP TO

APS Food & Nutrition Services
800 Louisiana Blvd NE
Albuquerque, NM 87108

ATTENTION
OF

Juan Saiz (505) 345-5661
Melissa Sanchez (505) 345-5661

DATE	VENDOR CODE
9/21/2016	11873

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT
July 1, 2016 thru June 30, 2017

Amendment 4

Food and Non Food Products

Per terms and conditions of Bid No. 16-027MS-AM
Board Approved: 4/20/2016
Pricing Attached

Reason for Amendment: Add item #3747157 Hoagie Rolls (split) @ \$29.83, Item#6698021 Cheese White American Sliced @ \$49.64/cs. (see attached)

APS reserves the right to add products within each category as they are introduced into the market with prior approval from APS Procurement Division and APS Food & Nutrition Services

Price Agreement (PA) issued as a result of this bid has no dollar value associated with it and there are no guarantees that APS will require services and/or goods under this PA. The PA is an agreement on terms and conditions and pricing for possible future purchases based on the needs of APS during the contract period.

Contact: Roxanne Torres
Phone: (505) 761-1686 Fax: (877) 317-3141
Email: otto.cheri@nm.sysco.com

NOTE: THIS IS NOT AN ORDER BUT NOTIFICATION THAT THE BOARD OF EDUCATION HAS ENTERED INTO AN AGREEMENT TO RECEIVE THE ABOVE SERVICES AND/OR PRODUCTS AS REQUESTED

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Roxanne Torres
9/23/16

Melissa Sanchez
Melissa G. Sanchez
District Buyer

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned by APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub-suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

Food and Non Food
 Bid No.16-027MS-AM

Lot 1

Item Description	Distributor	Packer/Label	Vendor Product Code	Manufacture Product Code	Tie High	Serving	/Pack	District Qty	Price/Case	Ext Price
12 Eggs Scrambled IQF-Fully Scrambled whole egg ready	Sysco	MICHPDS	7217342	85019	9X3	20	20 lb	2500	\$ 38.65	\$ 1.9326
18 CREAM CHEESE PC'S - 1oz of strawberry flavored cream	Sysco	BBRLIMP	6262000	39782	12x5	100	100/1oz	200	\$ 16.12	\$ 0.1612
30 BEANS, PINTO - To be packed U.S. Grade A Standard.	Sysco	ALLEN	6881866	1819	8X5	6	6/#10	7200	\$ 16.80	\$ 2.7997
32 CHOPPED SPINACCH CANNED - To be packed U.S.	Sysco	POPEVES	5288931	00005213001	7X3	6	6/#10	600	\$ 20.95	\$ 3.4912
35 OATS, ROLLED, QUICK - Quick cooking, unsweetened	Sysco	RALSTON	5028972	9166962022	6X3	504	12/42 oz	100	\$ 25.45	\$ 0.0505
39 CEREAL/GRANOLA - 144ct/1oz Whole Grain Rich	Sysco	FIELDST	3159651	9794	7X6	144	144/1oz	1200	\$ 31.04	\$ 0.2156
41 TORTILLA ROUNDS	Sysco	TOSTTTO	7346071	23193	6x7	8	1#	8500	\$ 1.355.00	\$ 169.3750
40 WG CORN CHIPS	Sysco	FRITOS	3574417	57766	128	8	1#		\$ 15.85	\$ 1.9811
45 Mayonnaise Dressing- 4/1 gal made with no high fructose corn syrup. Must be dry stored.	Sysco	SYS REL	4002432	100087182	12X4	4	4/1gal	500	\$ 20.77	\$ 5.1921
CHICKEN BASE - Yellow paste blend of food ingredients characteristic of chicken flavor and aroma. First ingredient to be roasted chicken. Must be dry stored.	Sysco									
51 YEAST - Instant 16 oz. minimum size bags.	Sysco	SYS IMP	4944534	72808- SYS	20X7	10	2/5lb	475	\$ 27.74	\$ 2.7737
54 SUGAR, MEDIUM BROWN - 12/2# Only, Must have	Sysco	LESAFRE	9407792	15909	15X4	20	20/16oz	200	\$ 50.82	\$ 2.5411
59 SUGAR, WHITE GRANULATED - Beet or cane sugar.	Sysco	DOMINO	5123054	0400592	10x7	24	12/2 lb	200	\$ 24.06	\$ 1.0026
60 CORN STARCH - 24/1lb	Sysco	PACKER	7205552		5X11	50	50 lb	350	\$ 20.01	\$ 0.4002
62 ASSORTED CONDIMENTS awarded all or none 77-82	Sysco	Argo		2001561		24	24/1 lb	100	\$ 16.47	\$ 0.6863
77 TACO SAUCE PC - Thick & Smooth taco sauce packet >1 oz Approved Brand - Cholula, Americana PPI 7641580	Sysco	AMERCNA	7748734	78000850	15X5	500	500/.33oz		\$ 9.86	\$ 0.0197
78 MUSTARD - Individual packets 5.5gm, 500/cs	Sysco	AMERCNA	7748973	78000838	25X6	500	500/5.5gm	2000	\$ 4.65	\$ 0.0093
79 MAYONNAISE PACKETS - 200/12 grams.	Sysco	PPI	4393898	78000384	17X3	200	200/12 gm	200	\$ 6.99	\$ 0.0350
80 RANCH PACKETS - 12g. Approved Brand - Diamond Italian Dressing -PC 12 g Approved Brand Diamond Crystal	Sysco	AMERCNA	7743909	78000846	25X6	200	200/12 g	3000	\$ 5.45	\$ 0.0273
81 BAR -8- QUE SAUCE - Individual packets. 200 or 500/12	Sysco	NWMMOWN	5823950	02066200252	8X4	200	200/12g	500	\$ 19.87	\$ 0.0994
82 RANCH DRESSING MIX - Dry mix, add mayonnaise and	Sysco	AMERCNA	7748718	78000848	25X6	200	200/12grm	1000	\$ 4.47	\$ 0.0224
83 PICKLES - Dill, 1/8" sliced krinkle cut, hamburger slices,	Sysco	HVR	6822561	20011	20X3	103.5	18/5.75 oz	500	\$ 11.45	\$ 0.1107
84 FORTUNE COOKIE - Pre-wrapped, must be appropriate	Sysco	HEINZ	7333503	75991013	9X6	6	6/5.75lb	600	\$ 22.70	\$ 3.7836
85 CRACKERS FISH SHAPED - Minimum 1 oz, individual	Sysco	PACKER	6144299		9X4	375	375ea/cs	130	\$ 8.72	\$ 0.0232
88 GRANOLA BAR WG- product to be Whole Grain rich and	Sysco	PEPFARM	3389818	22188	7X4	300	300/.75oz	600	\$ 51.80	\$ 0.1727
89 ANTI-OXIDANT - Must contain no sulfites, no	Sysco	???	0962785	???	???	125	125/1.26oz	600	\$ 23.64	\$ 0.1891
92 NATSEAL	Sysco	NATSEAL	1815208	M34384	20x3	9	3/3lb	300	\$ 334.74	\$ 37.1930

Food and Non Food
 Bid No.16-027MS-AM

		Lot 1											
A	CARRY TRAY - Approx. 8" X 5 1/2" foam, 500/cs, Pactiv	sysco	GENPAK	6469449	W10025		500	500/cs	2000	\$	11.86	\$	0.0237
add	CHEESE SLICED PROVOLONE Menu 9/26 & 10/17	Great Lakes			1899097	4	10	4/2.5#'s		\$	29.00	\$	2.9000
add	RELISH PCS	Sysco	HEINZ	4541280			200	200/cs		\$	10.02	\$	0.0501
add	HOAGIE ROLLS (SPUT)	Sysco	FLOWERS	3747157			10	/10CT		\$	29.83	\$	2.9830
add	CHEESE WHITE AMERICAN SLICED	Sysco		6698021			4	/5#'S		\$	49.64	\$	12.4100

Sanchez, Melissa G

From: Saiz, Juan V
Sent: Tuesday, September 20, 2016 7:14 AM
To: Maestas, Geraldine D; Duran, Veronica; Sanchez, Melissa G
Subject: FW: White Cheese

This is the price, I have.

From: Otto, Cheri 1285 [<mailto:Otto.Cheri@nm.sysco.com>]
Sent: Monday, August 08, 2016 10:36 AM
To: Saiz, Juan V
Cc: Otto, Cheri 1285
Subject: White Cheese

Hello Juan,

We have the following that we can order. It is a 2 week lead time, so it would be here on 8/24/16 to deliver to you on 8/25/16.

6698021
Cheese American 160 Sliced White
4/5 lbs
\$49.64 / case

My buyer is going to check on another American Cheese that we have to see if it is white or yellow. It will take him a little bit as he needs to go down to the warehouse cooler and check it.

Thank you,
Cheri Otto
Bid Coordinator
Phone #: 505-761-1273
Fax #: 877-317-3141

Email: Otto.Cheri@nm.sysco.com



From: Saiz, Juan V [<mailto:juan.saiz@aps.edu>]
Sent: Monday, August 08, 2016 10:04 AM
To: Otto, Cheri 1285
Subject: RE: APS Shipping Schedule - 8/3/16

sorry, not wrapped

From: Otto, Cheri 1285 [<mailto:Otto.Cheri@nm.sysco.com>]
Sent: Monday, August 08, 2016 10:04 AM
To: Saiz, Juan V
Subject: RE: APS Shipping Schedule - 8/3/16

Pre-sliced and not wrapped?

Thank you,
Cheri Otto
Bid Coordinator
Phone #: 505-761-1273
Fax #: 877-317-3141

Email: Otto.Cheri@nm.sysco.com



From: Saiz, Juan V [<mailto:juan.saiz@aps.edu>]
Sent: Monday, August 08, 2016 9:54 AM
To: Otto, Cheri 1285
Subject: RE: APS Shipping Schedule - 8/3/16

Perfect, thanks...

Do you happen to have any white American available

From: Otto, Cheri 1285 [<mailto:Otto.Cheri@nm.sysco.com>]
Sent: Monday, August 08, 2016 9:52 AM
To: Saiz, Juan V
Cc: Otto, Cheri 1285
Subject: RE: APS Shipping Schedule - 8/3/16

Hi Juan,

We are getting 100 cases on the 17th, for delivery to you on the 18th. (of the cheese). ☺

My buyer is ordering an additional 100 cases which will be here on the 24, so I will send it to you on the 25.

Thank you,
Cheri Otto
Bid Coordinator
Phone #: 505-761-1273
Fax #: 877-317-3141

Email: Otto.Cheri@nm.sysco.com



From: Saiz, Juan V [<mailto:juan.saiz@aps.edu>]
Sent: Monday, August 08, 2016 8:45 AM
To: Otto, Cheri 1285
Subject: RE: APS Shipping Schedule - 8/3/16

That will be fine. The 18th is our next delivery of provolone, correct?

From: Otto, Cheri 1285 [<mailto:Otto.Cheri@nm.sysco.com>]
Sent: Monday, August 08, 2016 8:43 AM
To: Saiz, Juan V
Subject: RE: APS Shipping Schedule - 8/3/16
Importance: High

Good Morning Juan,

The earliest I can get the additional 100 cases for the 18th is the 24th. Will that be okay?

I have increased the other quantities for 8/31/16 and 10/19/16.

Please let me know on the additional 100 cases ASAP. We will need to submit that PO to the factory ASAP this today.

Thank you,
Cheri Otto
Bid Coordinator
Phone #: 505-761-1273
Fax #: 877-317-3141

Email: Otto.Cheri@nm.sysco.com



From: Saiz, Juan V [<mailto:juan.saiz@aps.edu>]
Sent: Monday, August 08, 2016 7:50 AM
To: Otto, Cheri 1285
Subject: RE: APS Shipping Schedule - 8/3/16

Good Morning Cheri,

I need to increase the provolone coming in on the 18th, let me know if this is possible. Please see attachment and confirm revisions.

From: Otto, Cheri 1285 [<mailto:Otto.Cheri@nm.sysco.com>]
Sent: Tuesday, August 02, 2016 11:23 AM
To: Saiz, Juan V
Cc: Otto, Cheri 1285
Subject: APS Shipping Schedule - 8/3/16

Hello Juan,

Attached is the schedule for deliveries tomorrow.

There was a delay with the truck for the WG Fritos. I'm very sorry about this. The truck will be in Thursday so I will send the WG Fritos on Friday.

Please let me know if you have any questions.

Thank you,
Cheri Otto
Bid Coordinator
Phone #: 505-761-1273
Fax #: 877-317-3141

Email: Otto.Cheri@nm.sysco.com

