

Bernalillo Public Schools

REQUEST FOR PROPOSAL (RFP)

RFP # 2018-061-0005

**FURNISHING AND DELIVERING
FOOD AND NON-FOOD SUPPLIES
For 2018 - 2019 SCHOOL YEAR**



RFP DUE TIME AND DATE: May 16, 2018 @ 2:00 PM (LOCAL TIME)
PURCHASING CONTACT: Dean Gallegos at 505-404-5741
E-MAIL: degallegos@bps.k12.nm.us

LOCATION:
Bernalillo Public Schools
Office of the Student Nutrition Services Coordinator
560 S. Camino del Pueblo
Bernalillo, NM 87004

OFFICIAL CONTACTS ONLY

This RFP contains restrictions on contact with Board of Education and BPS Staff. Violation of this policy may lead to disqualification. See item 5 of General RFP and Contract Requirements of this document.

Bernalillo Public Schools
Student Nutrition Services Department

Dean Gallegos
Student Nutrition Director
224 N. Camino Del Pueblo
Bernalillo, New Mexico 87004
Phone No. 505-404-5741 Fax No. 505-867-7850
Nourishing Our Children for a Healthy Future

April 2018

Respective Suppliers:

You are invited to submit a RFP proposal for Furnishing and Delivering Food and Non-Food Supplies as may be required by the Bernalillo Public Schools Food Service Department, Bernalillo, New Mexico.

This RFP shall be for a twelve (12) month time period of **August 1st, 2018 through July 31st, 2019** with the option to renew for up to four (4) twelve (12) month time periods. The District reserves the right to award multiple vendors. During the course of the contract period, in the event that the Supplier cannot supply an awarded item, they must:

- Attempt to obtain equal or higher quality items from an alternate source and deliver the pre-approved item to the Bernalillo Public Schools.
- Inform Bernalillo Public School Food Service Department that they cannot deliver items and must pay the difference in RFP price and price secured by Bernalillo Public Schools Food Service Department.
- **Deliveries must be made to the Bernalillo Public Schools Main Warehouse and also to Bernalillo High School.**

The Specifications and Terms and Conditions of this request for proposal are attached. Should you wish to respond to this invitation to RFP, please review the enclosed materials, prepare your RFP according to the instructions provided and return the RFP by the stated deadline of **THURSDAY, MAY 16, 2018 at 2:00 pm.**

To assist you in preparing your RFP, we have sent this via email. Please submit an electronic copy of your proposal, along with an original, signed copy in a sealed envelope on or before **Thursday, May 16, 2018 at 10:00 am.** Sealed RFPs received after **Thursday, May 16, 2018, at 2:00 am** will not be accepted. Submitted RFPs will be reviewed and selections will be made that are in the best interests of Bernalillo Public Schools. We reserve the right to accept or reject any and all proposals in whole or in part.

Sincerely,

Dean Gallegos

TABLE OF CONTENTS

Page #:

4. RFP Specifications Proposal Form
5. General RFP and Contract Requirements
10. RFP Schedule
11. Delivery Locations
12. Checklist of Requirements
13. Terms and Conditions
15. Evaluation Factors
17. RFP Agreement
18. Food and Non-Food RFP Agreement
19. Food and Non-Food RFP Policy
20. Meat Product Specifications
21. Grains/Bread Specifications
22. Protests
23. Campaign Contribution Disclosure Form
25. Conflict of Interest and Debarment/Suspension Certification Form
26. Statement of Confidentiality

Addendum A – Product Specification Lists

Addendum B – Product Specification List – Produce

Addendum C – Product Specification List – Fresh Milk

RFP SPECIFICATION PROPOSAL FORM

**Furnishing and Delivering Food and Non-Food Supplies
RFP # BPS 2018-061-0005**

By submission of this RFP or proposal, the Supplier certifies that:

1. This RFP or proposal has been independently arrived at without collusion with any other Supplier or with any competitor.
2. This RFP or proposal has not been knowingly disclosed, and will not be knowingly disclosed prior to the opening of the RFPs or proposals for this project to any other Supplier, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a RFP or proposal.
4. The person signing this RFP or proposal certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Supplier as well as to the person signing in its behalf.

SUPPLIER:

NAME OF PRIMARY CONTACT

TITLE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

SIGNATURE

GENERAL RFP AND CONTRACT REQUIREMENTS

Notice to Suppliers:

Bernalillo Public Schools reserves the right to pre-audit any or all responding Suppliers in accordance with the terms included in their respective RFPs. In this way, Bernalillo Public Schools can assure itself of the mechanics of the Supplier’s proposed pricing mechanism as well as provide an opportunity to validate submitted RFP prices in support of the individual proposal. Serious deviations which might surface during such an audit can disqualify a Supplier.

Please address the following questions as part of your proposal for RFP #2018-061-0005:

1. Does your company have a school site drop ship case minimum requirement?

No Yes If Yes, please explain:

2. Does your company have a school site drop ship dollar minimum requirement?

No Yes If Yes, please explain:

3. How much time does your company need in order to fill complete food and non-food orders, so that back-orders or out of stock items are avoided?

4. Can your company follow the detailed delivery schedule as specified below?

NO EARLIER than 6:30 am and **NO LATER** than 1:30 pm. Deliveries will not be accepted during the lunch time frame of 11:00 – 12:30 pm.

5. How long will it take for your sales representative to communicate with our District when items are not available? How are shortages processed?

6. How are returns and backorders processed?

7. Does your company provide online ordering capabilities? Provide a detailed description of how products and services will be provided.

8. Does your company provide any interfacing opportunities? If so, please provide a detailed description of the software and services that will be provided.

9. What type of usage or activity reports are available and how often will this be provided?

10. Please provide a detailed response on your company's commitment and experience in providing services to educational institutions, public agencies, and non-profit institutions for food and non-food items. Please include a minimum of three letters of recommendations from other educational institutions and/or public agencies in the State of New Mexico.

11. Does your company provide systems for managing Commodity Pass Thru Programs (Net Off Invoice)?

12. Does your company provide any discounts? Are there any fees that should be considered as part of the overall RFP proposal?

a. Discounts (explain in detail):

b. Fees (explain in detail):

1) Fuel Surcharge:

2) Delivery Fee:

3) Minimum Order Fee:

4) Other:

13. How will your company assist the Bernalillo Public Schools in complying with the new Nutritional Standards in the National School Lunch and School Breakfast Programs for the upcoming 2018 - 2019 School year and in years to come?

14. List any other information your company deems as useful in describing your company, its resources and its capabilities.

The following issues have brought many concerns to the Bernalillo Public Schools in previous school years. How will your company ensure that these issues will be addressed?

1. Orders have been delivered to school sites when kitchen personnel have left for the day, or kitchen staff have been asked to wait for delivery drivers after their contract day is over. How will you ensure that all deliveries will be completed when kitchen employees are in their respective kitchens? Kitchen staff hours are from **6:00 am through 2:30 pm.**

2. Orders have been delivered and have been received by custodians, secretaries, principals, etc. This is not acceptable. Orders are only to be received by authorized kitchen/warehouse personnel. What steps will be taken in order to ensure this guideline is met?

3. An invoice that does not have a signature will not be paid by Bernalillo Public Schools. All invoices must have a receiver signature for payment. Please state your procedures:

4. Delivery drivers or sales representatives are NOT to call kitchen personnel to wait for late deliveries. Kitchen personnel are only to work their contract hours. This problem has become a union labor issue. Please address and acknowledge this concern:
-
-

Federal and State regulations require that all food items served in the National School Lunch/Breakfast and After School Snack Programs must meet the established USDA Meal Requirements. Thus, the Bernalillo Public Schools Student Nutrition Services Department is requesting that:

1. Supplier is to indicate the item number, brand(s), manufacturer product code(s) and pack/sizes of the products proposed for each item listed on the RFP #BPS 2018-061-0005 tabulation sheet. If Supplier does not indicate the brand(s), Bernalillo Public Schools will assume the product code(s) indicated by Supplier is the approved brand(s). Please review the tabulation sheets and be sure all the following information is provided for each line item:
 - Supplier Item Number
 - Product Brand Name
 - Manufacturer's Item Number
 - Pack & Size
 - Cost per Unit
 - Cost per Case
2. CN labels and/or product formulation (product analysis) statement forms for all items RFP must be available online and easily accessible to our District. Product analysis sheets are required for **ALL RFP ITEMS** that meets a USDA meat/meat alternate, fruit/vegetable, bread/grain alternate, and/or milk component. This online database must be maintained by the Supplier. If a database is not available, this information is due (10) ten working days after you have received the approved RFP tabulation.
3. Nutritional fact label sheets must be available online and easily accessible to our District. This online database must be maintained by the Supplier. If an online database is not available, information must be received for **ALL RFP ITEMS**. This information is due (10) ten working days after you have received the approved RFP tabulation.
4. MSD sheets for chemical products must be available online and easily accessible to our District. This online database must be maintained by the Supplier. If an online database is not available, information must be received for **ALL RFP ITEMS**. This information is due (10) ten working days after you have received the approved RFP tabulation.

5. The case amounts listed for each RFP item are estimated quantities only. Bernalillo Public Schools Student Nutrition Services Department will not be held to these quantities, as total purchases may be greater than, equal to or lower than the quantities provided. The quantities provided are based on historical velocities and total number of students, and are the anticipated total quantities needed for the upcoming School year.

The Bernalillo Public Schools Student Nutrition Program will highly consider the requirements above as part of the award for RFP #BPS 2018-061-0005. If any information requested above is omitted, unavailable or not received in the allotted time frame, the Bernalillo Board of Education reserves the right to reject the RFP.

BOARD OF EDUCATION
BERNALILLO PUBLIC SCHOOLS

RFP SCHEDULE

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	District	04/24/18
Pre-proposal Meeting	District and Offerors	N/A
Deadline for Questions	Offeror	05/09/18 @ 4:30pm (MST)
Submission of Proposal	Offeror	05/16/18 @ 2:00pm (MST)
Evaluation of Proposals	Evaluation Committee	TBD
*Finalist’s Interviews	Evaluation Committee	TBD
Contract Negotiations	District Purchasing	TBD
<p>*The selection committee <i>may</i> interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers.</p> <p>This schedule is subject to change.</p>		

Deliveries must be made to the Bernalillo Public Schools Main Warehouse and Bernalillo High School

Bernalillo Main Warehouse

Damian Madrid, Warehouse Manager Phone # 404 - 5745

Bernalillo High School 148 Spartan Alley Bernalillo, NM Kitchen
Phone Number 404-5219 Kitchen Manager – Maria Calderon

Food Service Warehouse	224 N. Camino Del Pueblo, Bernalillo
Dean Gallegos, Food Service Director	Phone # 404-5741
Melissa Gonzales - Bookkeeper	Phone # 404-5744
Vanessa Martinez, Secretary – Food Orders	Phone # 404-5746
Damian Madrid, Warehouse Manager	Phone # 404-5745

RFP PROPOSAL CHECK LIST

- Original signatures must be submitted on the RFP Specification Proposal Form
- Answers must be submitted for all questions listed in the General RFP and Contract Requirements.
- RFP forms will be used and submitted without alterations.
- Erasures or the use of typewriter correction fluid on RFP forms is not acceptable and may result in the rejection of the RFP. Prior to submission, errors may be crossed out, corrections entered and initialed by the person signing the RFP. No RFPs shall be altered or amended after submission, nor after the specified time for opening.
- Failure to submit a brand which was not pre-approved may be a reason for rejection of RFP.
- Failure to designate brand (or equal) bidding shall be considered grounds for RFP rejection, but will not result in automatic rejection. The Supplier shall be given the opportunity to provide this information. Information shall be provided within 24 hours of request.
- In addition, there are certain items where a brand has been specified. In these cases where a specific brand is mentioned and indicated as the only acceptable brand (i.e. "Tyson only"); Supplier is expected to comply with specific brand request.

Sign and submit this RFP proposal in a sealed envelope marked plainly on the outside. Each envelope should contain both an original printed copy as well as an electronic copy of the RFP proposal.

RFP # BPS 2018-061-0005

**FURNISHING AND DELIVERING FOOD AND
NON-FOOD SUPPLIES**

RFP OPENING:

THURSDAY, MAY 16, 2018 at 2:00 PM

Student Nutrition Services Department
560 S. Camino Del Pueblo
Bernalillo, NM 87004

The Bernalillo Board of Education reserves the right to reject any or all RFPs and to waive any or all technicalities.

**BOARD OF EDUCATION
BERNALILLO PUBLIC SCHOOLS**

BERNALILLO PUBLIC SCHOOLS
Office of the Purchasing Coordinator

Terms and Conditions Unless Otherwise Specified

The terms and conditions of this RFP entered between the Bernalillo Public School District herein referred to as the Owner, and the Respective Petitioner herein referred to as the Supplier/Contractor.

GENERAL: When the Bernalillo Public Schools Purchasing Coordinator issues a purchase document in response to the Supplier's RFP, a contract is created.

QUALIFICATION OF SUPPLIER: The Owner reserves the right to reject any RFP if the evidence submitted by, or investigation of, such a Supplier fails to satisfy the Owner that such Supplier is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein.

SUBMISSION OF RFPs: Respondents shall supply one original and five copies of their RFP enclosed in a sealed container, which shall be plainly marked on the outside with the following:

1. RFP # BPS 2018-061-0005 Furnishing and Delivering Food and Non-Food Supplies
2. Name of Supplier

FAILURE OF SUPPLIERS TO COMPLETE RFP DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THE OWNER TO REJECT A RFP.

ADDENDA OR BULLETINS: Any Addenda or Bulletins will be posted on the District's website.

The brand names listed on the product sheets are the approved brand names required for submittal. Equivalentents may be considered if the alternative product is of equal or higher quality than the item requested and the equivalentent has been pre-approved. **No Distributor label** products will be accepted, only known national brands. If proposing "equivalent", SUPPLIERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST.

Specifications on the RFP are not meant to exclude any Supplier or manufacturer. Where a brand name is indicated, it is for the purpose of describing the approved standard of quality, performance, and characteristics desired and are not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

DISCOUNTS: Prompt payment discounts will not be considered in computing the low RFP.

INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Supplier's risk and expense, promptly after notice of rejection.

COMMERCIAL WARRANTY: The Supplier agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the Owner and are in addition to and do not limit any rights afforded to the Owner by any other clause of this order. Supplier agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

TAXES: The unit price shall exclude all State taxes.

PACKING, SHIPPING, AND INVOICING: The Owner's purchase order number, name, location, and this RFP number shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipment. The Supplier's invoice shall be submitted in triplicate, duly certified and shall contain the following information: purchase order number, description of supplies or service, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

DEFAULT: The Owner reserves the right to cancel all or any part of this order without cost to the Owner, if the Supplier fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Supplier liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Supplier, such causes include, but are not restricted to, acts of God or the public enemy, acts of State and Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Owner shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required delivery schedule. The rights and remedies of the Owner provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

NON-COLLUSION: In signing this RFP, the Supplier certifies that he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the Bernalillo Public Schools Purchasing Coordinator.

NON-DISCRIMINATION: Supplier's doing business with the Bernalillo Public School District must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).

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 bribes, gratuities, and kickbacks.

All RFP items are to be NEW and of the most current production, unless otherwise specified.

COMPLIANCE WITH THE WORKERS' COMPENSATION ACT: "A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately."

If any Supplier is of the opinion that the specifications as written preclude him/her from submitting a proposal on this RFP, it is requested that his/her opinion be made known to the Bernalillo Public Schools Purchasing Coordinator in writing AT LEAST SEVEN (7) DAYS PRIOR to the RFP opening date.

Suppliers must, upon request of the Bernalillo Public Schools Purchasing Coordinator's Office, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The Bernalillo Public Schools Purchasing Coordinator reserves the right to require a Supplier to furnish a Performance Bond PRIOR TO AWARD, where the Supplier is unable to furnish the required information or data, or for the reasons which would insure proper performance by the Supplier.

AWARDS

Evaluation Factors:

RFP responses will be evaluated based on a point system. Points will be evaluated based on the below factors. Each factor is assigned points based on relative merits.

40 Points - Price

20 Points - Product Documentation (CN labels, Product Analysis, Product Data Sheets)

15 Points - Meets Delivery and Service Requirements

10 Points - Experience, Qualifications and Capacities of Supplier

10 Points - Capabilities and Cost of Integration Technologies (Inventory and Accounting)

5 Points - References

100 Total Points

Following determination of product acceptability (if required), RFPs will be evaluated to determine which Supplier has the highest point ranking in accordance with the specifications, terms and conditions set forth in the Invitation to RFP.

The Bernalillo Public Schools Board of Education or designees reserve the right to accept and/or reject any and all RFPs, to waive technical irregularities, and to award to the Suppliers whose RFP is deemed to be in the best interest of the Bernalillo Public School District.

SPECIAL NOTICE: To preclude possible errors and/or misinterpretations, RFP prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by the Supplier prior to schedule RFP opening. Failure to do so will be just cause for rejection of RFP.

RFPs may be withdrawn upon receipt of written request, prior to schedule RFP opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by Supplier. Resubmittal must be prior to scheduled RFP opening for consideration. After RFP opening, no modifications on RFP prices or other provisions of RFPs shall be permitted.

BERNALILLO PUBLIC SCHOOLS
Office of the Student Nutrition Services Coordinator

RFP AGREEMENT

ARTICLE I: STATEMENT OF WORK

Under the terms and conditions of this RFP Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Subdivisions, and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this RFP Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX - Price Schedule. All orders issued hereunder will bear both a purchase order number and this RFP Agreement number.

The Supplier is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II: TERM

The term of this RFP Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III: SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable RFP Agreement number(s), and price(s); however, they may not describe the item(s) fully.

ARTICLE IV: SHIPPING AND BILLING INSTRUCTIONS

Supplier shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders, which the user may place with the Supplier during the term indicated in Article II - Term. The Supplier shall enclose a packing list with each shipment listing the Owner's purchase order number, name, location, and this RFP Agreement number.

Supplier must provide the Owner with the Delivery and Payment Terms.

ARTICLE V: TERMINATION

This RFP Agreement may be terminated by either party upon written notice to the other at least thirty (30) days in advance or the date of termination. Notice of Termination of the RFP Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

ARTICLE VI: ISSUANCE OF ORDERS

Only written signed orders are valid under this RFP Agreement.

ARTICLE VII: PACKING (If Applicable)

Packing shall be in conformance with standard commercial practices.

ARTICLE VIII: PRICE SCHEDULE

Prices as listed in the RFP Agreement Tabulation hereto attached, ARE FIRM.

FOOD AND NON-FOOD RFP AGREEMENT

- No contract may be assigned, sublet, or transferred.
- All Suppliers must specify the pack & size; brand and U.S. grade name of each item. Suppliers must specify case/unit, and pound price. Vendors complying with specified can size, weights, and/or amount of items per case/box will be strongly considered. Quality of product(s) will be strongly considered. All supplies are to be furnished in accordance with detailed specification.
- Where brand names are listed, no alternates will be accepted unless a comparable brand is named and has been pre-approved. In such cases a sample must be submitted, free of charge, or the item will not be considered. All food RFPs must be of current year's pack and containers in good condition, with a shelf life of at least six months, and a guarantee against swells for the period of time. All Suppliers must submit specifications if bidding on an alternate product. Suppliers must be prepared to submit a sample of product upon request of the Food Service Department.

PLEASE NOTE:

RFP WILL BE AWARDED ONLY IF THE FOLLOWING INFORMATION IS PROVIDED:

NUTRITION FACT SHEETS, CN LABELS AND/OR PRODUCT FORMULATION STATEMENTS FROM THE MANUFACTURER ARE REQUIRED ON ALL PRODUCTS THAT ARE RFP. AN ONLINE DATABASE WITH EASY ACCESS TO ALL INFORMATION MUST BE READILY AVAILABLE AND MAINTAINED AT ALL TIMES BY THE SUPPLIER.

MSD SHEETS ARE REQUIRED FOR ALL NON-FOOD PRODUCTS SUCH AS CHEMICALS AND/OR CLEANERS.

**THE ABOVE INFORMATION IS TO BE SUBMITTED WITH
RFP # BPS 2018-061-0005**

FOOD ORDERS WILL BE SUBMITTED AS FOLLOWS;

**NSLP, NSBP, ASSP – FOOD
NSLP, NSBP, ASSP – NON-FOOD
FF&V PROGRAM – FOOD
BREAKFAST IN THE CLASSROOM – FOOD
BREAKFAST IN THE CLASSROOM – NON-FOOD**

INVOICES ARE TO BE SEPERATED AS PER FOOD ORDER DESCRIPTION.

- RFP proposals will be rejected if the Supplier does not fill in and sign the appropriate RFP blanks.
- Suppliers must maintain an online database containing all Nutritional Information and/or MSD Sheets which can be easily accessible to Bernalillo Public Schools for all items listed on the RFP tabulation sheets. If an online database is unavailable, product specification sheets must be mailed or hand delivered for all awarded items within the allotted timeframe. Suppliers are required to submit this information upon receipt of RFP awarded tabulation.
- The Board of Education of the Bernalillo Public Schools will not be responsible for RFPs that are not received on time or in the proper department.

FOOD AND NON-FOOD RFP POLICY

- All Suppliers must specify the pack & size, brand and US Grade name of each item. Suppliers must specify case/unit, and pound price.
- All supplies to be furnished in accordance with detailed specifications.
- All Suppliers must submit specifications if bidding on a pre-approved alternate product. Suppliers must be prepared to submit a sample of product upon request of the Food Service Department.
- RFPs will be rejected if the Supplier does not fill in and sign the appropriate RFP blanks with office firm name.
- The Board of Education of the Bernalillo Public Schools will not be responsible for RFPs that are mailed, and not received on time or proper location.

RFPs

- Suppliers shall not include federal excise tax, transportation tax or sales tax in their RFP as these taxes do not apply to school districts.
- Suppliers are cautioned that items must be furnished as specified and at the price submitted.
- Purchases will be made during the 2018-2019 school year, as merchandise is needed. Successful Suppliers shall deliver within five working days or order made.
- Quantities shown are approximate usages and may increase or decrease according to the Bernalillo Public Schools need. Orders by using agencies will be placed as needed throughout the price agreement.
- Bernalillo Public Schools will indicate the item number when placing orders.

- Vendors must identify the brand bidding and packaging if different from that requested. Failure to indicate brand will result in disqualification. All pricing should be typewritten or in legible handwriting.
- All products must meet federal and state requirements. All products must be freshly packed; frozen items must be delivered completely frozen.
- Containers and packing crates must be in good form when delivered.
- All frozen juices shall be U.S.D.A. Grade A and each package shall have the U.S.D.A. shield.
- All frozen potato products shall meet United States standard, for Grade A long or medium.
- All frozen fruits and vegetables shall carry the U.S.D.A. Grade A.
- All products such as fish, meats, poultry, are to be packaged in a manner to protect from freezer burn, and dehydration. All frozen products are to be delivered in refrigerated trucks.

MEAT PRODUCT SPECIFICATION

BATTERED OVEN READY FISH PORTIONS

- Firm name or brand name must be listed in the guide to sanitary inspected fisher products. US Department of Commerce Publications under part one.
- Must be packed under continuous inspection with PUFI shield on box.
- The U.S.D.I. or U.S.D.C. shield must be displayed on each case.
- Must be produced from clean, wholesome blocks made from cohering pieces of fillets.
- All breading and batter must be made from enriched flour.

PRE-COOKED MEAT

- All beef and pork products must be made for USDA inspected and approved meat.
- All products are to contain no de-fatted beef, fatty tissue or organ meat. A statement to this effect must be made on each case or in a letter signed by an officer of the company bidding the product.
- All products must be processed under USDA inspection.
- The use of soy protein isolate or concentrate will be allowed where specified. No other vegetable protein products will be accepted without prior approval. Re-hydration

must be done in accordance with USDA FNS specifications. All raw meat portions must be 75% to 80% lean beef.

- The product must be acceptable to the students.

PRE-COOKED

When bidding and pre-cooked item, brand, label and code number must be indicated. In addition, product specifications and contributions to the school lunch pattern, signed by an officer of the company must be submitted with the RFP.

GRAINS / BREAD SPECIFICATION **REQUIREMENTS**

- All grains/breads items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
- The label must indicate that the product is enriched or whole-grain; made from enriched or whole-grain meal or flour as well as bran and/or germ, or fortified. If it is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, or cornmeal.

PROTESTS

1. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 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 (13-1-172 NMSA 1978). The protest must be in writing and delivered to the Finance Director/Chief Procurement Officer - Procurement Department, Bernalillo, New Mexico.
2. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).
3. 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 (13-1-174 NMSA 1978).
4. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to 13-1-183 NMSA 1978.
5. A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

- OR -

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

Signature

Date

Title (position) _____ Offeror Business Name _____

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Bernalillo Public Schools in response to the above referenced 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 Bernalillo 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 Bernalillo 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 Bernalillo 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. _____

a. 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 Bernalillo Public School's Procurement 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.

a. CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____ Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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

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

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

Signature

Title

Offeror Business Name

Date