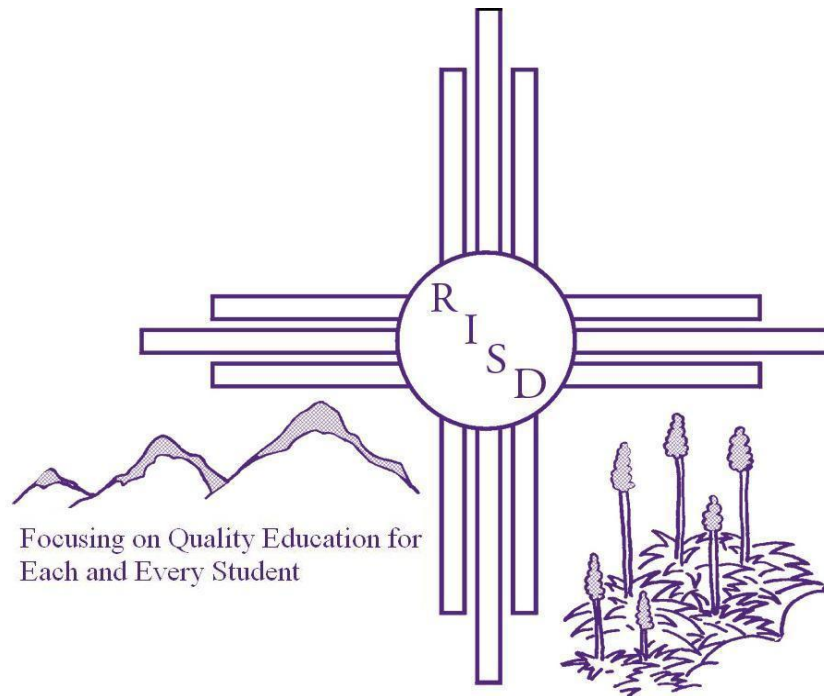


The Roswell Independent School District  
INVITATION TO BID  
ITB # 23-08 – Fresh Produce



**ADVERTISE DATE:**

**March 30, 2023**

**BID DUE DATE AND TIME:**

**May 4, 2023 at 2:30pm (Local Time)**

**CHIEF PROCUREMENT OFFICER:**

**Chris Thweatt  
300 N. Kentucky  
Roswell, NM 88201  
(575) 627-2528**

**E-MAIL:**

**[cthweatt@risd.k12.nm.us](mailto:cthweatt@risd.k12.nm.us)**

## ***I. INTRODUCTION***

### **A. PURPOSE OF INVITATION FOR BIDS**

The Roswell Independent School District seeks bids from qualified companies to provide Fresh Produce to the Student Nutrition Department.

The resulting contracts will be indefinite quantity. Any quantities specified are estimates only and no definite amount is guaranteed. The successful bidder(s) will furnish Fresh Produce at the bid price for the term of the contract. Annual price escalations may be considered.

Submitting a bid implies agreement by the Bidder to these terms.

### **B. PROCUREMENT MANAGER**

The Roswell Independent School District has designated a Chief Procurement Officer who is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. **Offerors may contact ONLY the Chief Procurement Officer regarding the procurement.** Other agency employees do not have the authority to respond on behalf of the Agency.

Chris Thweatt, Chief Procurement Officer  
Roswell Independent Schools  
300 N. Kentucky  
Roswell, NM 88201  
(575) 627-2528  
cthweatt@risd.k12.nm.us

### **C. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Agency" "District" or "Purchasing Agency" means the Roswell Independent School District.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Bid Sample" means a sample furnished by a bidder that shows the characteristics of an items offered in the bid.

"Chief Procurement Officer" or "CPO" means the person holding the positing as the head of the central procurement office for the Roswell Independent School District.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"F.O.B. Destination" means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods.

"Invitation to Bid" or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids. Also known as "Invitation to Bid" or "ITB"

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

"MDT" & "MST" mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a competitive procurement.

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"Successful Bidder" means the lowest priced Responsible Bidder to whom Roswell Independent Schools makes an award. A Successful Bidder does not become a Contractor until the District signs the Contract/Price Agreement signed and submitted by the Bidder.

#### **D. PROCUREMENT LIBRARY**

A procurement library has been established. Bidders are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Officer and scheduling an appointment. The library contains information listed below:

Procurement Regulations:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#/ProcurementCodeRegulationsExecutiveOrders>

Complete ITB document:

[https://www.risd.k12.nm.us/finance\\_and\\_operations/business\\_services/purchasing\\_bids\\_rfp](https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp)

## ***II. GENERAL TERMS AND CONDITIONS***

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Roswell Independent Schools Procurement Policy.

### **1. Acceptance of Conditions Governing the Procurement**

By signing and submitting a bid, Bidders indicate their acceptance of the Conditions Governing the Procurement. Submission of a Bid constitutes acceptance of the *Technical Requirements, Award Requirements, and Needs* as described in this document by Roswell Independent Schools.

### **2. Term**

Roswell Independent Schools reserves the right to procure the services/goods as described in this Bid as a sole purchase. The District will determine the term that is most advantageous and in the best interest of the District.

Roswell Independent Schools reserves the right to enter into a one (1) year contract with the option of three (3) additional one-year extensions, not to exceed a total of four (4) years.

### **3. Bid Documents**

Unless otherwise indicated herein, this entire Bid document may be obtained from Roswell Independent School's website at referenced above in Section I (Introduction), D. (Procurement Library). If obtaining this document from any source other than the District's website, it is the bidder's responsibility to ensure a full and complete set of the Bid document has been obtained. Any addenda, questions and answers or clarification to this Bid shall be uploaded to the District's website. It is the responsibility of each bidder to check for any change of information or addenda to this Bid. In the event of conflict between a version of the Bid in the Bidder's possession and the version maintained by Roswell Independent Schools, the Bidder acknowledges that the version maintained by Roswell Independent Schools shall govern.

Each bid must be submitted on the prescribed form. 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 Roswell Independent Schools Procurement Department Website. Bidders should revisit the website at [https://www.risd.k12.nm.us/finance\\_and\\_operations/business\\_services/purchasing\\_bids\\_rfp](https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp) prior to the due date before submitting their bid to Roswell Independent School District. All addendums must be acknowledged in the submitted bid. It is the bidder's responsibility to ensure the bid arrives before the due date and time. **Bidders are cautioned that "late is late"**. It is the responsibility of the Bidders to allow sufficient time for the hazards of traffic, weather, finding parking, locating the proper office, third party delivery, US Postal Service mail delivery, etc.

### **4. Incurring Cost**

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this ITB shall be borne solely by the bidder.

### **5. Price Discrepancy**

Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.

### **6. Explanations and 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 specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

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.

The District reserves the right in its sole discretion to waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Bidder whose non conformity is waived.

**7. Minimum Purchase/Amount**

The Roswell Independent School District does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.

**8. Prime Contractor Responsibility**

Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will only make contract payments to the prime contractor.

**9. Subcontractors**

Use of subcontractors is not allowed under this solicitation.

**10. Minority, Small, and Women's Firms**

Contracting with small and minority firms, women's business enterprises and labor surplus area firms; the grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

**11. Bidders' Rights to Withdraw Bid**

Bidders will be allowed to withdraw their bid at any time **prior** to the deadline for receipt of bids. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**12. Bid Offer Firm**

Responses to this ITB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

**13. Taxes**

No charge will be allowed for Federal, State or Municipal sales and excise taxes for the purchase of tangible personal property, from which Roswell Independent Schools is exempt. Roswell Independent Schools holds a Nontaxable Transaction Certificate and the certificate will be issued upon request.

**14. No Obligation**

This procurement in no manner obligates Roswell Independent Schools or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed

until a valid written contract/price agreement and PO is approved by the Procurement Manager and other required approval authorities.

**15. Termination**

This ITB may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

1. Either party may terminate this contract as follows:

A. Termination by the Contractor

1. The contractor may terminate this contract only if the Roswell Independent School District fails to comply with any provisions of this contract and after receiving notice of the noncompliance the District fails to cure the noncompliance within ten (10) days, or
2. By written mutual agreement between the Contractor and the District.

B. Termination by the District

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
  - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
  - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by the District, 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 the District will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to contractor, Roswell Independent Schools may without cause and without prejudice to any other right or remedy of Roswell Independent Schools elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
  - i. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
  - ii. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**16. Sufficient Appropriation**

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The

District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**17. Legal Review**

The District requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any bidder concerns must be promptly brought to the attention of the Procurement Manager.

**18. Governing Law**

This procurement and any agreement with Bidders that may result shall be governed by the laws of the State of New Mexico.

**19. Basis for Bid**

Only information supplied by the District in writing through the Chief Procurement Officer or in this ITB should be used as the basis for the preparation of bids.

**20. Bidder Qualifications**

The District may reject the bid of any bidder who is not a responsible bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

**21. Right to Waive Minor Irregularities**

The District reserves the right to waive minor irregularities at its discretion.

**22. Change in Contractor Representatives**

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

**23. Notice of Penalties**

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

**24. District Rights**

The District reserves the right to accept all or a portion of a bid when it is in the best interest of Roswell Independent Schools.

Roswell Independent Schools reserves the right to negotiate pricing with successful bidder(s) for equipment/parts/materials related to this contract but which are not specifically included herein.

The District reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with 13-1-153 NMSA.

The District reserves the right to purchase any quantity of any item called for at the unit price.

**25. Ownership of Bids**

All documents submitted in response to this ITB shall become the property of the District.

**26. Ambiguity, Inconsistency or Errors in ITB**

Bidders shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of this ITB.

**27. Confidentiality**

No information submitted in relation to this ITB may be confidential. This document, all bids submitted under this solicitation, and any additional documents will be made public information upon award, pursuant NM State Law.

**28. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder shall have a valid e-mail address to receive this correspondence.

**29. Use of Electronic Versions of this ITB**

This ITB is being made available by electronic means. If accepted by such means, the bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the District, the version maintained by the District shall govern.

**30. Contract Terms and Conditions**

This document, together with a bid submitted and awarded through the Roswell Independent Schools Board of Education and a Notice of Award, constitutes a legal and binding contract. The District may desire or allow an additional or separate contract document be executed in relation to this procurement at its discretion.

**31. Bidder Qualifications**

The District may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The District will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the District, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services.

**32. Competition**

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the District.

**33. Audit**

The Agency 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 Agency personnel or a third party under contract with the Agency. The Agency shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from the Agency the contractor agrees to fully cooperate with the auditors. If contractor subcontracts any portion of its obligation to another party, contractor shall guarantee the Agency's access to books and records of such party.

**34. Independent Contractor**

The Contractor is an independent contractor performing services for the Agency. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the Agency as a result of this procurement.

**35. Amended Bids**

An Offeror may submit an amended bid before the deadline for receipt of bids. Such amended bids shall be complete replacements for a previously submitted bids and shall be clearly identified as such in the Bidder Acknowledgement. The Agency personnel will not merge, collate, or assemble bid materials.



**36. Procurement Under Existing Contracts**

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and public agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document at the discretion of the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Roswell Independent Schools.

**37. Records Retention**

The successful proposer will be required to retain project records for a minimum of three (3) years after the completion of the work (2 CFR 200.333).

**38. Equal Employment Opportunity**

Roswell Independent Schools is an Equal Opportunity Employer (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Roswell Independent Schools is also in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Vocational Rehabilitation Act, Americans with Disabilities Act, and other federal and state laws and executive orders affective employment and equal opportunity.

The Roswell Independent School District does not discriminate on the basis of race, color, national origin, sex, age or disability in its programs and activities.

**39. Disclosure Regarding Responsibility**

Any prospective Proposer and any of its Principals who enter into a contract with the Roswell Independent School District for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
  - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
  - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
  - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

1. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
2. The Proposer shall provide immediate written notice to the Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Proposer learns that the Proposer's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
3. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Proposer's responsibility and ability to perform under this Agreement. Failure of the Proposer to furnish a disclosure or provide additional information as requested will render the Proposer nonresponsive.
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Proposer is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Proposer is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Proposer must provide immediate written notice to the Procurement Officer or other party to this Agreement. If it is later determined that the Proposer knowingly rendered an erroneous disclosure, in addition to other remedies available to the District, the Procurement Officer may terminate the involved contract for cause. Still, further the Procurement Officer may suspend or debar the Proposer from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Officer.

#### **40. Davis-Bacon Act**

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

41. Byrd Anti-Lobbying Amendment Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**42. Jessica Lunsford Act**

The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Respondent agrees that all of its employees who provide or may provide Services under this Agreement have completed all background screening requirements. Respondent agrees to bear any and all costs associated with acquiring the required background screenings.

**43. Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**44. Debarment/Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1- 180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Agency.

**45. Conflict of Interest**

By submitting a Bid, the Bidder 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 Agency. The Bidder also certifies no relationship exists between the Bidder and the Agency that interferes with fair competition or is a conflict of interest; and no relationship exists between Bidder and another person or firm that constitutes a conflict of interest that is disadvantageous to the Agency.

**46. Non-Disclosure**

The Proposer shall not disclose any information relating to students, and employees of Roswell Independent Schools other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless Roswell Independent Schools from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

**47. Bidder Acknowledgement**

Each bid shall be accompanied by a Bidder Acknowledgement. CAUTION: The bid shall be binding without restriction. Offerors shall not include language in the Bidder Acknowledgement such as “subject to successful negotiation” or words to that effect. The bidder acknowledgement SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the Bid.

**48. Campaign Contribution Disclosure Form Each proposal shall be accompanied by a completed Campaign Contribution Disclosure.**

**49. Delivery**

No Delivery shall be made before a valid Purchase Order is Issued. No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services, or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by Roswell Independent Schools.

**50. District Furnished Property**

District furnished property shall be returned to the District upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

**51. Indemnification**

The Proposer shall be responsible for damage of persons or property that occurs as a result of Proposer's fault or negligence, or that of any of his/her employees, agents or subcontractors. The Proposer shall save and hold harmless the staff of and the Roswell Independent School District against any and all lost, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Contractor operation shall be repaired and /or restored to their original condition at the Contractor's expense.

**52. 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 Roswell Independent Schools at the time of contract award. The Roswell Independent School District shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

NOTE: Certificate holder shall be:	Roswell Independent School District.
Certificate of Insurance forwarded to:	Support Services – Room 201
	300 N. Kentucky
	Roswell, NM 88201

**53. Discounts**

Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

**54. Packing, Shipping and Invoicing**

The District's Agreement number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing sheet. The Contractor's invoice shall be submitted and shall contain the following information:

order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

**55. Samples**

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the District. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

**56. Award Rights**

The Roswell Independent School District reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part, if it is in the best interests of the Roswell Independent School District. Additionally, the District reserves the right to reject any or all bids for any reason that the District determines prudent. Such rejection shall not result in any penalty to the District, but shall be deemed a cost of doing business by the bidder.

If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by the District as to quantity and frequency of purchase. The Roswell Independent School District reserves the right to purchase items referenced under this agreement using any other method and from any other vendor as deemed necessary and in the best interest of the District.

In the event Roswell Independent Schools receives comparable pricing structures and list prices in the same categories, then Roswell Independent Schools may choose to (1) award to the vendor who submits the more comprehensive price list or (2) make multiple awards in that category.

**57. Delivery**

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated. 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).

**58. 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 Roswell Independent Schools. If delay in delivery is foreseen, Seller must notify the Roswell Independent Schools Requesting Department of late delivery, cause of late delivery, and remedy for late delivery.

**59. 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.

**60. Acceptance**

Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.

**61. Buyers Revocation of Acceptance**

Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers non-conforming goods substantially impair the value of the goods.

**62. Sellers Right to Cure a Non-Conforming Delivery of Goods**

The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time

**63. 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 Roswell Independent Schools.

**64. Promotional gifts and activities**

Roswell Independent Schools 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, Roswell Independent Schools employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

**65. New Materials**

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

**66. Warranty**

The Bidder agrees that the products or services furnished under this order shall be covered by the most favorable commercial warranties given to any customer. Bidder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**67. Minimum Standard**

Bid specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All items equal or exceeding these specifications will be considered. All options, variations, or exceptions to specifications must be listed.

**68. Use of Brand Names and Numbers**

Brand names and numbers are for reference only; equivalents will be considered. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment. 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. When bidding an "or equal" the burden of persuasion is on the supplier or manufacturer who has not been specified to convince the procurement officer that their product is, in fact, equal to the one specified. The procurement officer is given the responsibility and judgment for making a final determination on whether a proposed substitution is an "or equal" (NMAC 1.4.24, subsection D).

**69. Equivalent Items Bid**

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the bid.

**70. Restrictive Specifications**

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this ITB, it is requested that their opinion be made known to the Procurement Manager, in writing, as soon as possible but preferably at least five (5) working days prior to the bid opening date.

**71. Addenda**

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Chief Procurement Office in the form of a written addendum. Any addenda shall become a part of this bid. It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that

they have received all addenda prior to making a bid. Addenda will be posted to Roswell Independent Schools' website [https://www.risd.k12.nm.us/finance\\_and\\_operations/business\\_services/purchasing\\_bids\\_rfp](https://www.risd.k12.nm.us/finance_and_operations/business_services/purchasing_bids_rfp)

**72. Final Award**

The award for this ITB shall be based on the lowest responsible bid, which meets minimum specifications based on the specifications listed. Roswell Independent Schools does not guarantee any amount of work, services or property needed. The Board of Education reserves the right to reject any and all bids, to wave technical irregularities, as described above and to accept the bid(s) which in its judgment is most advantageous to Roswell Independent Schools.

**73. Default**

The District reserves the right to cancel all or any part of any orders placed under this contract without cost to the District, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the District due to the Vendor's default. The Vendor shall not be 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 Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 District shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

**74. New Mexico Resident/Veteran Preference**

The New Mexico Preferences (NMSA 1978, 13-1-21, as amended), do not apply to this BID because the expenditures include federal funds.

***III. SPECIFIC CONDITIONS***

**A. SCOPE OF PROCUREMENT**

Awardee will provide Fresh Produce at locations specified herein.

Awarded Agreements will remain in place for one (1) year, contingent upon availability of funding, and may be renewed or extended for up to three (3) additional one-year terms, not to exceed a total of four (4) years.

**B. SEQUENCE OF EVENTS**

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

<b>ACTION</b>	<b>DATE</b>
1. Issue ITB	March 30, 2023
2. Deadline for Written Questions	April 10, 2023
3. Response to Written Questions	April 12, 2023
4. Final Amendment Deadline	April 14, 2023
5. Submission of Sealed Bids	May 4, 2023 at 2:30 p.m. local time
6. Board of Education Approval*	June 13, 2023
7. Notice of Award*	June 14, 2023
8. Protest Deadline*	+15 days after award

\*Award is subject to approval of the Board of Education and per the schedule of their meetings.

**C. EXPLANATION OF EVENTS**

**1. Issue ITB**

This Invitation for Bids is being issued by the Roswell Independent School District.

2. Submission of Sealed Bids

BIDS MUST BE SUBMITTED AT THE FOLLOWING LOCATION:

**Roswell Independent Schools  
300 N. Kentucky  
Roswell, NM 88201**

**BIDS MUST BE SUBMITTED NO LATER THAN 2:30 PM LOCAL TIME, MAY 4, 2023.**

**BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

3. Public Opening

Sealed Bids will be opened publicly at the date and time listed above. The date and time of receipt will be recorded on each Bid. Bids must be addressed and delivered to Roswell Independent Schools at the delivery address listed in this ITB and **must** be sealed and labeled on the outside of the package to clearly indicate that they are in response to, and should reference, the “**BID 23-08 – Fresh Produce**”.

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 able to separate 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, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

Any sole response that is received may be rejected by the District depending on available competition and timely needs of the District. The District reserves the right to award the contract to the responsible bidders submitted responsive bids with resulting agreements most advantageous and in the best interest of the District.

The District reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Bid.

4. Bid Tabulation

All bids submitted timely by responsible bidders will be opened and bid amounts read aloud and tabulated. Bids will be reviewed to determine responsiveness to specifications. Award will be recommended to the bidder who submits the lowest responsive bid. If no responsive bids are submitted, a recommendation will be made to reject all bids and re-solicit.

5. Protest Deadline

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 Chief Procurement Officer.

Roswell Independent

Chris Thweatt, Chief Procurement Officer  
300 N. Kentucky, Room 201  
Roswell, NM 88201

In the event of a timely protest under this section, the Chief Procurement Officer and the Contracting Agency shall not proceed further with the procurement unless the Chief Procurement Officer makes a determination that the



award of Agreement is necessary to protect substantial interests of the Contracting Agency (13-1-173 NMSA 1978).

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

The Chief Procurement Officer 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 13-1183 NMSA 1978.

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).

Protests received after the deadline will not be accepted.

#### ***IV. ITB RESPONSE FORMAT AND ORGANIZATION***

##### **Response Requirements**

1. Number of Responses  
Bidders may submit only one (1) response to this ITB.
2. Number of Copies  
Bidders shall deliver two (2) hard copies of the signed and sealed bid along with the CD-R or Flash Drive Official Bid to the location specified in this ITB, on or before the closing date and time for receipt of bids.
3. Bid Contents  
**All bids MUST** contain the following items:
  - a. Bid Acknowledgement Form
  - b. Buy American Certification
  - c. Conflict of Interest and Debarment/Suspension Certificate
  - d. Campaign Contribution Disclosure Form
  - e. Bid Pricing Form
  - f. DESCRIPTIVE LITERATURE: Information that shows the characteristics, specifications and operation of Bidders product (if applicable)
  - g. Licenses/certifications or compliance forms (if applicable)
  - h. Any other items noted in SPECIFICATIONS AND REQUIREMENTS

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of the bid.

4. Bid Format
  - a. To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply will be just cause for rejection of the bid.
  - b. Bid prices shall include any applicable delivery costs - FOB destination.
  - c. The unit price(s) shall exclude all state and local taxes and loading fees.

#### 5. Bid Submittal Requirements

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number and may be cause for rejection.

#### Bid Opening, Processing and Award

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Contract provided in and the role of Purchase Orders that may follow Contract award.

#### Bid Receipt

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline ("late bids") will be retained in the procurement file, unopened, and shall not be considered for award.

#### Bid Opening

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code.

#### Evaluation Process

1. Compliance Review  
After the required public opening and reading, all timely submitted bids submitted by responsible bidders will be reviewed for compliance with the requirements and specifications stated within this ITB. Bids deemed non-responsive to any requirement or specification may be disqualified.
2. Clarifications  
The Procurement Manager may contact the Bidder for clarification of the response.
3. Other Information Sources  
The District may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform.
4. Bid Tabulation  
The bid price(s) on the Bid Form will be tabulated (price compared) to identify the lowest price(s).
5. Determination of Lowest Price  
After completion of the bid tabulation, the District will examine the results to determine which Bidder offers the lowest price to the District in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

#### Award and Order Process

Bid award will be based on the lowest, responsive, additional price. The District reserves the right to award each item individually, may award any group of items to multiple vendors or may award the entire bid to one vendor, whatever is deemed to be in the best interest of the District based on the prices bid.

Additional price shall **include** all applicable freight or shipping costs. The price bid will be the margin on all billing for the duration of the contract. Upon selection for possible award, the District will submit recommendation for award to the appropriate approving authority. Once approved the Contract will be officially awarded.

It is mutually understood and agreed that the successful bidder(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 Roswell Independent Schools.

This procurement in no manner obligates the Roswell Independent School District until a valid signed Price Agreement or valid Purchase Order is executed.

Any resulting purchases under the bid will be made by the Roswell Independent School District purchase order. Quotes provided to the Roswell Independent School District will be quoted as provided on the Invitation to Bid and will reference the ITB Number so verification of pricing can be made.

## ***V. SPECIFICATIONS***

**BID NO: 23-08 Fresh Produce**

**OPEN DATE: May 4, 2023 @ 2:30 pm**

All bids must be submitted on the attached excel spreadsheet labeled "Produce BID 23-08" which has been saved to and submitted on CD-R (Compact Disc – Recordable) media or Flash Drive. The CD-R or Flash Drive **must be labeled. The CD-R or Flash Drive will be the official bid document.** Be sure to fill in the vendor information at the beginning of the spreadsheet. **TWO (2) 8 ½ x 11" paper hard copies must be submitted as backup.**

OPEN END BID PRICES on produce will prevail from Monday thru Sunday, **July 1, 2023 through June 30, 2024 school year.** This is a market value bid; initial bid is yearly and monthly price sheets must be submitted via fax or e-mail for all future purchases. Bids not submitted on the date and time listed will not be considered. The quantities shown are estimated quantities. There is no guarantee of quantities to be ordered. **Pricing must hold from the date the order is placed until date of delivery.**

Roswell Schools recognizes that produce can and does experience rapid price fluctuations. It is assumed that the bidder will be aware of normal market trends, shortages, seasonal variations etc. and will price his/her quotation accordingly for the week/month.

In the Event of emergency circumstances (such as freezes), which dramatically disrupt the availability and/or pricing of a significant portion of the supply, Roswell Schools must be notified immediately. Written notice, fax (575-627-2605) or emailed to ([kimeeks@risd.k12.nm.us](mailto:kimeeks@risd.k12.nm.us)) shall be furnished. Unless the Director of Food Services determines otherwise, Roswell Schools will replace all orders for the item in question with something more readily available and less expensive, for example: Apples for oranges, etc. If item is a staple, for example: Lettuce, a price variance will be acceptable for all bidders and award will be re-evaluated.

Roswell Schools may or may not order all items listed on the product sheets each week nor does it guarantee to order any particular item only because it has been offered. The district will take advantage of seasonal specials and general availability as well as price.

All deliveries will be stacked and rotated on pallets in storeroom, walk-in coolers and freezers. All deliveries will be FOB: Roswell High Cafeteria Warehouse, 500 W Hobbs, Roswell, NM 88203.

Submit each produce price list every Monday, before 11:00 am and make sure to include your company name on each bid. Pricing is to be emailed to [dcameron@risd.12.nm.us](mailto:dcameron@risd.12.nm.us), [hvalenzuela@risd.k12.nm](mailto:hvalenzuela@risd.k12.nm) and [twells@risd.k12.nm.us](mailto:twells@risd.k12.nm.us)

Quality of all products shall be fresh and unspoiled, not wilted or otherwise deteriorated. All produce must have a shelf life expectancy of 5 days. Produce must be Grade 1 or better. We ask in the pricing structure to identify grade of produce. Roswell Schools reserves the right to reject a shipment that does not meet reasonable standards of acceptable quality.

**PRE-CUT PACKAGED ITEMS:**

Packaged products must be processed in a facility that has a city and state license. Please submit a copy of license. All pre-cut items must be marked with weight and date packed.

**In accordance with the USDA Geographic Preference Option for the Procurement of Unprocessed Agriculture Products in Child Nutrition Programs:**

Roswell Independent School District reserves the right to buy Regionally Grown fresh produce direct from farmers, food hubs, and other small-scale aggregators when product is available in support of the division's Farm to Cafeteria efforts.

All bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. Prior to awarding a bid, the District reserves the right to request a third party inspection of bidders place of business or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The District reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidders to perform. The decision as to whether a bidder meets the qualifications stated below is at the sole discretion of the District.

**ALL DELIVERIES MUST BE MADE BETWEEN 6:00 AM - 10:00 AM . . . . NO EXCEPTIONS**

Any order delivered **after 10:00 am will be refused**. If you cannot deliver at or before 10:00 am, please DO NOT BID. A performance bond may be required on successful bidders not complying with the 10:00 am deadline.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988 requires school food authorities (SFAs) to purchase to the maximum extent practicable, domestic commodities or products.

The Buy American provision defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. For foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in

circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

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

Please refer to 7 CFR 210.2 for full definitions and USDA-FNS memo SP-38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Breakfast and Lunch Program for additional information.

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

**COUNTRY OF ORIGIN OF PRODUCE BEING BID MUST BE STATED ON BID SHEETS.**

Items may be rejected if not an American Product.

The **Buy American Certification** must be completed, signed and returned with sealed bids for all Fruits and Vegetables (canned, dried, fresh or bagged) listed on the bid.

Please name brand names when applicable and submit any data available to assist us in evaluating the bid (Bid all units as specified).

For **Accounts Payable** purposes, a monthly statement of invoices for the month ending must be prepared and sent to: Roswell Independent School District, **Attn: Student Nutrition**, PO Box 1437, Roswell NM 88202-1437. **Payment will be made within 45 days per receipt of invoice billing Roswell Independent School District.**

Contact Kim Meeks or Tracey Wells with any questions or clarifications.

[kimeeks@risd.k12.nm.us](mailto:kimeeks@risd.k12.nm.us)

Phone 575-637-3336

[twells@risd.k12.nm.us](mailto:twells@risd.k12.nm.us)

Phone 575-637-3338

**Buy American Certification for the Roswell ISD Cafeteria Bids**

I certify that the products listed below were processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S. The specific percentage of domestic agricultural food component appears in the chart below:

<b>Product Name</b>	<b>Manufacturer's Code</b>	<b>Specific Percentage of U.S. Content</b>

I certify that the products listed below are not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality and contain <51% domestic product. The countries of origin for non-domestic product are listed below:

<b>Product Name</b>	<b>Manufacturer's Code</b>	<b>Imported Product</b>	<b>Country(s) of Origin</b>

I certify that the accuracy of the information provided above:

<b>Manufacturer Name:</b>			
<b>Manufacturer Representative:</b>			
<b>Title:</b>			
<b>Signature:</b>		<b>Date:</b>	

## CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

### CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Roswell Independents 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 Roswell Independent 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 Roswell Independent 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:

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List below the name(s) of any Roswell Independent 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.

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### 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 Roswell Independent Schools' Chief Procurement Officer 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 and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_



**SUBMISSION COVER SHEET**

*(Submit with bid proposal)*

**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 as the price indicated.

Signature of Authorized Representative: \_\_\_\_\_

Type or legibly print name of above: \_\_\_\_\_

Contractor’s License# (if applicable): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email: \_\_\_\_\_

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

(Attach copy of Certificate)

**Contact information for Sales Department (please print legibly):**

Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contact information for POs/Invoicing/Etc. (please print legibly):**

Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Contact information for Product or Deliver Problems. (please print legibly):**

Name of Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE REPONISBILTIY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ROSWELL INDEPENDENT SCHOOLS CHIEF PROCURMENT OFFICER. \***

**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

## APPENDIX C

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) \_\_\_\_\_

(Attach extra pages if necessary)

**APPENDIX C**

\_\_\_\_\_  
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)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																						
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**IF MAILING YOUR BID**

**Mail to the following address:**

Roswell Independent School District  
PO Box 1437  
Support and Transportation Services Office/Suite 201  
ATTN: Chris Thweatt  
Roswell, NM 88202-1437

**IF SENDING YOUR BID UPS/FEDERAL EXPRESS, ETC.**

Send to the following address:

Roswell Independent School District  
300 N. Kentucky  
Support and Transportation Services Office/Suite 201  
ATTN: Chris Thweatt  
Roswell, NM 88201  
575-627-2529