



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

FOOD SERVICE DISTRIBUTOR

RFP 20-750-011

PROPOSAL SCHEDULE

RFP Posted to BidNet	January 8, 2020
Distributor Questions due	January 17, 2020 - 2:00 p.m. MST
RFP Closing Date	February 13, 2020 - 2:00 p.m. MST
Proposal Consideration Period	February 14 - 28, 2020
Distributor Presentations	Week of March 2, 2020
Anticipated Award Announcement	March 11, 2020

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**REQUEST FOR PROPOSAL
FOOD SERVICE DISTRIBUTOR
RFP 20-750-011**

Poudre School District (the District) requests proposals for food distributors to furnish and deliver food and disposable food service products to the District as specified in this Request for Proposal (RFP).

A copy of the RFP and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on January 17, 2020. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

At no time during the solicitation process, will communication regarding this RFP be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on February 13, 2020. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on February 13, 2020. During the proposal consideration period, the District may ask questions of and/or request additional information from distributors who have submitted proposals. Selected distributors may be requested to give presentations to District staff regarding their proposals.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Karen Wailly
Senior Procurement Agent

**REQUEST FOR PROPOSAL
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INTRODUCTION

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- ❖ 31 elementary schools
- ❖ 10 middle schools
- ❖ 4 comprehensive high schools
- ❖ 6 option (100% choice) schools
- ❖ 3 alternative high schools
- ❖ 4 charter schools
- ❖ 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

1.0 DEFINITIONS

The following words are used throughout the RFP:

- 1.1 Agent means District Procurement Agent responsible for this RFP.
- 1.2 Contract means the written agreement that will be entered into by the District and the successful Distributor.
- 1.3 Cost means the cost of the item to the Distributor as shown on the average of the last 30 days of Distributors last invoices, plus applicable freight charges to the Distributor.
- 1.4 Delivery means product delivered inside and packing slip signed by District.
- 1.5 Distributor means successful distributor awarded the Contract.
- 1.6 Fill rate is calculated by taking the number of cases *actually* delivered divided by the number of cases *actually* ordered per delivery location. The final number is represented as a percentage and calculated on a monthly basis.
- 1.7 Fiscal Year means a consecutive twelve (12) month period commencing on July 1 and ending on June 30.
- 1.8 Must means requirement is mandatory
- 1.9 Prime Distributor is the distributor that the contract is awarded to with the intent of purchasing food and disposable food service products
- 1.10 Product List is a listing of items currently purchased by the District. The manufacturer or distributor of brands currently used, along with product number and pack size is included for distributors to reference.
- 1.11 Secondary Distributor is the distributor that the District may purchase food and disposable food service products from when the prime distributor does not stock or does not have the products readily available.
- 1.12 Shall means requirement is mandatory
- 1.13 Should means desired but not mandatory
- 1.14 State means State of Colorado.

2.0 GENERAL CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 Distributor must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Distributor. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 2.6 Distributor (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 2.7 The successful Distributor shall conform to all applicable safety codes and regulations.
- 2.8 Contact with District personnel regarding this Request for Proposal (RFP), other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 2.9 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Distributor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Distributor believes they are confidential. The District, not Distributor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Distributor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 2.11 The accuracy of the solicitation is the sole responsibility of the Distributor. No changes in the proposal shall be allowed after the submission deadline, except when the Distributor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 2.12 For services requiring Distributor's presence on District property and the project site(s), the Distributor must provide proof of insurance that meets the insurance requirements stated in Section 8.0 of this document.

- 2.13 The successful Distributor is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Department.
- 2.14 Distributors are required to submit the name, address, phone number, email address and contact person of at least three (3) references for which your company has completed similar services as those requested in this RFP in the past twelve (12) months. Describe the type of work/service performed.
- 2.15 Distributor must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Distributor fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Distributor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Distributor. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.16 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Distributor as deemed in the best interest of the District.
- 2.17 There is no expressed or implied obligation for the District to reimburse responding Distributors for any expenses incurred in preparing proposals in response to this request.
- 2.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.19 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Distributors are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 2.20 The District reserves the right to negotiate further with or to request additional information from one or more Distributor. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Distributors to provide the services called for under the RFP and/or represented in the Distributors' response. Distributors shall timely provide information to the District in connection with such inquiries and investigations. Distributors may be asked to give presentations to the District regarding their proposals.
- 2.21 Should the District determine, in its sole discretion, that only one Distributor is fully qualified or that one Distributor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Distributor.

2.22 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if a contract cannot be performed as a result of such action, the contract may be terminated.

2.23 The contract shall commence July 1, 2020 and continue in full force and effect through and including June 30, 2021, unless earlier terminated by the District as provided in Section 2.26 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended distributor. The intended date is provided for planning purposes only.

2.24 For services provided, and at the option of the District, the contract may be extended beyond the first term for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.

2.24.1 Extension of the contract beyond the initial period is a District prerogative and not a right of the Distributor. The prerogative will be exercised only when such continuation is clearly in the best interest of the District. Changes in price and/or specifications of renewal maintenance must be submitted to the District for review and approved at least (60) days prior to the end of the term and agreed upon by both parties.

2.25 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

2.26 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Distributor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Distributor shall be paid up to the date of termination for services performed under and in accordance with this contract.

2.27 Independent Distributor

2.27.1 The Distributor shall provide the services as an independent Distributor of the District. As such, the Distributor shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.27.2 The Distributor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its

employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Distributors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

2.27.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Distributor and the District. The future Distributor will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Distributor and shall not represent itself to be a partner, agent or representative of the Distributor.

2.28 Certification Regarding Illegal Aliens

2.28.1 The Distributor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to certify to the Distributor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Distributor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this contract through the Distributor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

2.28.2 The Distributor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If the Distributor obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Distributor shall notify the subcontractor and the District within three (3) days that the Distributor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The Distributor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If the Distributor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents

required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

2.29 Qualifications of Distributor

2.29.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Distributor to perform the work and the Distributor shall furnish to the District all such information and data for this purpose as may be requested.

2.29.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Distributor fails to satisfy the District that such Distributor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

2.30 Miscellaneous

2.30.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Distributor, the recommended Distributor will work with the District's Contract Administrator to successfully negotiate a contract.

2.30.2 **Governing Law.** A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

2.30.3 **Equal Opportunity.** The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, gender, national origin, ancestry or physical handicap.

2.30.4 **Appeal of Award.** The Distributor may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Manager within seventy-two (72) hours after the receipt of the notice of award.

2.30.5 In the event the awarded Distributor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Distributor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Distributor any differences between its price and the price to be paid to the next lowest Distributor, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.

2.30.6 The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The

District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.

2.30.7 For the purposes of solicitation evaluation, Distributor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Distributor's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.

2.30.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

3.0 SPECIAL CONDITIONS

3.1 The District intends to award a contract to one primary distributor but reserves the right to award a secondary distributor if it is in the best interest of the District.

3.1.1 The second highest scoring distributor may be offered the opportunity to become the secondary distributor for the District. Requirements (delivery, ordering, etc.) of the RFP may be negotiated with the District.

3.1.2 The primary and secondary distributors will be provided the first opportunity to provide products covered in the scope of this agreement; however, the District reserves the right to:

- a. Seek product sampling and price quotations from other manufacturers and distributors if product quality offered by the primary and secondary distributors does not meet the needs of the District.
- b. Purchase product from any other supply source if in the best interest of the District.

3.2 Multiple Proposals

3.2.1 Distributors who wish to submit more than one proposal may do so, provided each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP. If multiple responses are submitted, the District reserves the right to select the proposal that is most advantageous to the District.

3.3 All deliveries shall be F.O.B. Destination. Delivery charges and risk of loss shall be borne by the Distributor. Delivery will be made by common carrier or Distributor's truck with unloading to be performed by the carrier/Distributor and carton(s) transported to the interior/ground floor or inside dock at a location designated by the District.

- 3.4 Proposal prices must include all packing, freight, insurance charges and installation/operation manuals, excluding any import/export costs.
- 3.5 Delivery Conditions and Returns
- 3.5.1 Delivery is to be made in clean, enclosed, and as necessary temperature-controlled trucks, free of foul odors. All products shall be maintained at their proper temperature throughout their staging, loading, transport, and delivery. Non-compliance will result in refusal of product and replacement at Distributor's expense.
- | | |
|-----------------------|----------------------------|
| Frozen Foods | 0 degrees F or frozen hard |
| Refrigerated Foods | 35-40 degrees F |
| Grocery and Dry Goods | 50-80 degrees F |
- 3.5.2 At the time of delivery, a designated District employee will “check in the order” verifying the accuracy of the order and invoice and the quality of the products received. The Distributor’s delivery personnel must be present during the order check-in process. Any discrepancies (shortages, overages, damage, etc.) must be documented by the Distributor’s personnel on the delivery invoice. Invoices must be verified, signed, and dated by District personnel. The District reserves the right to refuse any unsigned invoice or invoice signed by unauthorized personnel.
- 3.5.3 The Distributor’s delivery personnel may be required to communicate with the operation management concerning product shortages or any other problems with the delivery. Any hidden damages relating to the order that are found later will be communicated to the account manager or to an internal Distributors’ support personnel. On each delivery day, the Distributor must pick up all unused pallets from the operation.
- 3.5.4 Distributor shall accept returns under the following, but not limited to, conditions:
- a. Product shipped or ordered in error
 - b. Product damaged in shipment or with compromised packaging
 - c. Product not in original packaging from manufacturer
 - d. Product with concealed damage
 - e. Product under recall
 - f. Product that does not meet 50% shelf life
 - g. Product with short expiration date
 - h. Product that does not meet quality requirements
 - i. Product in unsanitary condition
 - j. Product that exceeds the minimum/maximum required temperature
- 3.5.5 There shall be no restocking charges for products ordered in error if the Distributor regularly stocks the product. The District will monitor any chronic occurrences of mis-orders and will act to correct any problems.

3.6 Non-Delivery Penalty

- 3.6.1 The Distributor shall notify the District at time of order as to any ordered item being out of stock or shorted. Balance of incomplete deliveries may be canceled by the District. Shorted items that cannot be supplied by the Distributor by the date required may be purchased elsewhere by the District. The Distributor shall be liable for the price difference between the contract price and the price of such emergency purchases.
- 3.6.2 To liquidate the effect of such charges, the Distributor agrees that such charges may be deducted from invoices payable to the Distributor. Any outstanding amount due to the District will be promptly tendered by check from the Distributor to the District.

3.7 Implementation and Account Representation

- 3.7.1 Discuss the Distributor's plan and time frame for start-up if awarded the contract. Include any plans for meetings, monitoring service levels, product cuttings, etc.
- 3.7.2 Discuss the Distributor's plan for monitoring service levels and purchasing activities upon the completion of start-up.
- 3.7.3 Discuss the types and level of account representation the District will receive. Include the account representative's experience in the food service industry, its customer service experience, its level of authority and responsibility and its planned frequency of visiting campus.
 - a. How many other customers will the District account rep handle?
 - b. What will be its territory?
 - c. Where would its office be?
 - d. What percentage of time would be spent dealing with District accounts?
 - e. What do you see the role of the account rep to be in the District's on-going food needs?
- 3.7.4 The District reserves the right to require a change in the account representative assigned to this account, if its performance is deemed unsatisfactory.
 - a. Discuss the use of an inside sales rep, its experience and level of authority.
 - b. Provide hierarchy and title.
- 3.7.5 The District must have direct access to manufacturer reps and brokers for product information and pricing.
 - a. Describe your ability to arrange for the District to have direct access to product specialists/culinary experts, at no additional cost to the District, in areas such as recipe development, nutrition, merchandising, baking, beverages, culinary arts, produce, meat and

seafood preparation, with the expectation that the specialist would provide expertise and training in these areas to improve the services provided by the District.

- 3.7.6 Discuss the Distributor's willingness and ability to provide training to the District food service staff. Provide a list of topics, programs, etc. that you currently provide to your customers.

3.8 Performance Meetings

- 3.8.1 The account representative and/or distributor contract administrator must be available to meet as required with the District's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.
- 3.8.2 Monthly account representative and/or distributor contract administrator meetings will be scheduled August – May.

3.9 Product Information

- 3.9.1 Provide information on how nutrition labels and ingredient lists for all food/beverage products supplied by Distributor will be obtained and a timeframe when they would be available.
 - a. The nutrition label is to include but not limited to serving size, servings per container, calories, total fat, saturated fat, trans fat, monounsaturated fat, polyunsaturated fat, cholesterol, sodium, potassium, total carbohydrate, sugars, dietary fiber (soluble & insoluble), protein, Vitamin A, Vitamin C, iron, and calcium. Included should be a complete ingredient listing that identifies any food allergens that may be in products. These are to include, but are not limited to, milk, egg, peanuts, tree nuts, fish, shellfish, soy and wheat/gluten.
 - b. If Distributor's website is used to obtain information, include a sample page.
 - c. What percentage of stocked items has nutritional information available online?
- 3.9.2 Discuss method in which Distributor will ensure nutritional, ingredient and allergen information are correct and up to date.
 - a. How often is the information reviewed and updated?

- 3.10 Describe the Distributor's system to provide Material Safety Data sheets with orders and describe any online access the District would have to Distributor's MSDS sheets.

- 3.11 Describe the Distributor's ability to purchase commodity items at the best price.

- 3.12 Describe the Distributor's policies and procedures to ensure product integrity. Include a description regarding product acquisition, inspection, handling and delivery in terms of food safety.

- 3.13 Describe Distributor's product recall procedures.
- 3.14 Provide a copy of the Distributor's Hazard Analysis Critical Control Point Food Safety Program and any applicable certifications.
- 3.15 The Distributor shall complete the pricing and stock status designation for the three (3) Product Lists (Exhibit D). These lists contain specific items; however, equivalent products may be considered (designate equivalent items with an E). If an equivalent product is utilized, the Distributor may be required to provide the manufacturer's specification. Testing of equivalent products may be required.
- 3.15.1 In order to complete the Product Lists, the following codes shall be used to designate product availability:
- S**=Currently stocked in Distributor's closest warehouse or will stock
 - O**=Currently special order, available in ___ days (Distributor to fill in number of days)
 - C**=Cannot obtain
 - E**=Equivalent Product
- 3.15.2 No equivalent products containing high fructose corn syrup will be considered.
- 3.16 Discuss the Distributor's process to stock requested items, including the minimum monthly usage required to stock that item.
- 3.17 Discuss the Distributor's process to provide non-stocked and special orders.
- 3.17.1 Special orders shall be included on the nearest up-coming delivery. All other items shall be available in stock if the District consistently utilizes three (3) cases per week or twelve (12) cases per month.
- 3.17.2 Special orders shall arrive within four (4) weeks of order date.
- 3.17.3 Early communication regarding shortages is required.
- 3.17.4 The Distributor shall notify the District at time of order as to any ordered item being out of stock or shorted. Balance of incomplete deliveries may be canceled by the District. Shorted items that cannot be supplied by the Distributor by the date required may be purchased elsewhere by the District. The Distributor shall be liable for the difference in unit price between the contract price and the price of such emergency purchases.
- 3.17.5 To liquidate the effect of such charges, the Distributor agrees that such charges may be deducted from invoices payable to the Distributor. Any amount outstanding over and above the amounts deductible from invoices will be promptly tendered by check by the Distributor to the District.
- 3.18 The District does not guarantee quantities and normally does not require items to be proprietary. When the District discontinues use of a product how many days are required for notification?

- 3.19 Discuss how the Distributor ensures the District is kept up to date on discontinued and new manufacturer products.
- 3.20 Samples
- 3.20.1 The Distributor shall provide samples to the District, free of charge, so the managers can ascertain the most acceptable / appropriate products to meet the District's needs. Sampling will be required during the life of the contract. The Distributor shall be available to assist in sampling when needed. The District will be the sole judge of acceptable products.
- 3.20.2 Discuss how soon samples can be delivered after the District makes a request.
- 3.20.3 Discuss the time needed once the District approves product to when the District can purchase the approved product.
- 3.21 Online Order Entry
- 3.21.1 The successful distributor must be able to provide a full service, online, secure web/internet based, direct order entry system at no charge to the District. As upgrades to the Distributor's direct on-line order entry system occur during the contract period, the upgraded system and any required hardware must be made available to the District at no additional charge.
- 3.21.2 If minimum orders are required, this must be disclosed with detailed requirements in the response.
- 3.21.3 The online order system must have secure password protected accounts with user-friendly search capabilities by category, product description, product number, brand or manufacturer number.
- 3.21.4 Distributor must indicate agreement and describe how the following requirements will be met.
- a. A full explanation of the direct order entry system including the percentage of customers using the online order system
 - b. An elaboration on basic minimum hardware qualifications
 - c. An explanation on how upgrades would be handled
 - d. A copy of any user agreement that would be used for access to the direct order entry system
 - e. A description of the Distributor's security policy for securing user information and data
- 3.21.5 The District desires that the direct order entry system provide the following features. Discuss if your system has these features.
- a. On hand inventory amounts
 - b. Real-time order product reservation, items allocated upon order
 - c. Immediate online notification of product shortages and substitutions

- d. End-user can revise or change an order online after it has been submitted
- e. End-user can set or change the delivery date
- f. Ability to customize order guides or shopping lists of items specific for each operation to speed order processing
- g. Designation of "local"
- h. Ability to customize invoices including assigning specific general ledger codes to items for use by accounting departments
- i. Ability to check order status (approved/denied/submitted)
- j. Access to the entire stock list of items available at the Distributor's facility
- k. Displays District net pricing on all items, whether on customized price list or not
- l. Display or flag all contracted, off-invoice, or group purchasing organization (GPO) priced items
- m. Ability to exclude or block items from online ordering system
- n. Online inquiry and report downloads in excel spreadsheets of order history, product usage, usage and dollars spent by manufacturer, by location, or total for District for specified time periods for 1-3 years
- o. Online invoice lookup and account status concerning credit and payments as well as invoice history
- p. If a GPO is used, ability to inquire on missed opportunities of specially priced items
- q. If a GPO is used, ability to track contract compliance
- r. Password protected access to all accounts or a group of accounts for use by contract administrators
- s. Have on-line help capabilities
- t. Ability to have multiple people receive order confirmations

3.21.6 The District desires full technical support to include the following

- a. Full initial training in the use of the direct order system at multiple locations
- b. Training documentation and user manuals on the operation of the system
- c. Help desk support for online ordering system
- d. An inside technical support person specifically assigned to the District account to provide assistance, for trouble shooting and to answer questions

3.22 Manual Order System

- 3.22.1 A back up manual call or fax in system shall be established for when internet access or the on-line direct order entry system is unavailable.

3.23 Order / Delivery Schedule

- 3.23.1 Discuss Distributor's cut-off time for inputting orders or adding/cutting to an existing order for next day delivery. Discuss specialty items cut-off times: milk, meat, other warehouses, DOT, etc.
- 3.23.2 Discuss how far in advance of delivery an order can be placed.
- 3.24 Order Filling, Delivery and Receiving and Invoice/Payment
 - 3.24.1 Discuss how the Distributor intends to minimize shorts and mis-picks. Fill rates for orders should be maintained at 98% or greater. Provide a plan detailing how this will be achieved. Discuss fill rates of current like customers. Provide policies on fill rates and a plan for tracking fill rates.
 - 3.24.2 Discuss Distributor's packing slip/delivery ticket. What information prints on the packing slip/delivery ticket? Include sample document.
 - 3.24.3 Discuss how the District may ensure that the products on order match the products delivered. Discuss how discrepancies will be resolved. Discuss Distributor's plan to replace a damaged, truck shorted, etc. item that is needed by the District. How quickly can a replacement item be sent?
 - 3.24.4 Discuss Distributor's normal delivery days and times of deliveries. Discuss the Distributor's ability to deliver on time when everyone wants to be delivered to first. Discuss type and number of vehicles utilized. Delivery schedules may differ during the academic year and breaks/summer.
 - 3.24.5 Discuss the Distributor's disaster plans for deliveries such as inclement weather, work stoppage, pandemic disease, natural disaster, etc. Give responses related to a short-term emergency (24 hours) or a long-term emergency (48 hours or more). Discuss Distributor's plan for vehicle breakdowns.
 - 3.24.6 The District desires to be notified when an order is going to be delivered late, which is defined as, more than one (1) hour past the delivery window. Describe the procedures and policies currently used to minimize late deliveries. Discuss how and when Distributor notifies customers of late deliveries.
 - 3.24.7 Discuss the Distributor's return procedure, including a discussion on how returns are to be handled and credits issued. How does the delivery person document shortages and communicate the shortage to the Distributor? Include what is expected from the District, time frame for pick up and how quickly a credit memo will be issued.
 - a. The District expects the Distributor to fulfill 98 percent of orders without adjustments, shortages, outages or substitutions based on the original order from the District. If Distributor is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, **with prior approval** from an assigned District representative. Change of stock items must be pre-approved by the District.

- 3.24.8 Discuss the experience of your drivers, will District accounts have the same driver(s) or would they rotate? What are your expectations of your drivers?
- 3.24.9 Describe the Distributor's invoicing system, payment terms (District minimum is Net 30 from properly submitted and approved invoice), policies and procedures. Include a sample invoice. The District will not pay interest on late payments.
- 3.24.10 Describe Distributor's website capabilities for invoice search and re-printing of invoices.
- 3.24.11 Describe Distributor's ability to send electronic invoices and receive electronic payments.
- 3.25 Value Added Innovations or Programs
- 3.25.1 Include innovative ideas or programs other than those previously presented in this RFP that may improve the way the District does business, enhance the quality of food, increase the efficiency for the District, etc. Be specific and reference actual experience with these value-added innovations or programs.
- 3.26 The method for submitting product pricing is "**Cost plus Fixed Fee.**" Distributors must clearly define that Cost plus Fixed Fee is being submitted.
- 3.26.1 "Cost" is derived from the most recent invoice cost to the Distributor's distribution center of such product. This includes any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to the Distributor's distribution center. Storage and handling charges associated with forward purchases, if any, should also be included.
- 3.26.2 "Fixed Fee" is defined as the difference between cost, as defined above, and the selling price to the District. Fixed Fee shall remain firm for the duration of the agreement regardless of Distributor invoice price.
- 3.26.3 In the "Cost plus Fixed Fee" method, the Distributor shall ensure that all discounts, rebates, credits, and allowances it receives are passed to the District. This includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to the District; allowances attributable to the District volume; performance-based allowances; fees for merchandising service, and performance-based discounts. The Distributor shall maintain records and source documents in support of all costs, discounts, rebates, and credits.
- 3.26.4 After award, any rebates, promotions, or other practices that result in free merchandise, reduced prices, marketing assistance or cost benefits, that are offered by manufacturers, brokers, distributors, or others, must be made available to the District exclusive of discounts for prompt payment of invoices. The Distributor shall pass on to the District all promotional allowances, discounts or rebates. The Distributor shall keep

the District informed of all rebates that could be redeemed by the District as an end-user account and provide tracking information on product usage to facilitate the District's efforts in capturing available rebates and promotional goods offered.

3.26.5 The Distributor shall provide credits or refunds to the District within 60 days of notification in writing from the District.

3.27 Deviations

3.27.1 Discuss your process for requesting manufacturer price deviations and rebates for your customers, including your process for tracking rebates, frequency of requesting deviations from manufacturers and how they are renewed.

3.27.2 Discuss your process for price changes. Provide justification. (Exhibit J)

3.27.3 Describe, in detail, your plan to request additional deviations from the District if awarded a contract.

3.28 USDA Foods

3.28.1 The District requests proposals in response to the RFP for purchasing commercial food products, Net Off Invoice (NOI) products, Fee for Service through the Distributor (FFSD) and related services from a Distributor. The Distributor needs to provide example invoice showing the ability to process NOI items or FFSD.

3.28.2 The District requests the Distributor state Distribution fix fee costs per case on USDA further processed foods passing through the distributor to the District.

3.29 Product Specifications

3.29.1 Refer to the Product Lists (Exhibit D) for product specifications and anticipated purchase quantities. These lists reflect 100 percent (100%) of the dollar volume, per USDA requirements.

3.29.2 Quantities shown on the Product Lists are based on the previous year's purchases and are accurate to the best of the District's ability. Distributor understands that the quantity associated with an item does not constitute a guarantee that the District purchase amounts in excess of requirements.

3.30 Auditing Rights

3.30.1 The District reserves the right to conduct quarterly audits to ensure that the District receives the best possible Net Delivered Price for all goods covered by this contract. Distributor shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. The Distributor shall furnish computer verification of costs for line items to be price verified quarterly. These reports will be due to the

District by the 15th of the month following the calendar quarter. The District will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10 percent is found, a complete product list audit may be performed. The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

3.30.2 The District expects full restitution of any mistakes found to be in its favor during an audit, and that full actions are taken to correct any procedures that allowed the mistake to happen.

3.31 Food Laws

3.31.1 Distributor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities.

3.31.2 A letter of guarantee of compliance with food laws and HACCP plan shall be included with the response to this RFP.

3.31.3 Upon request from the District, Distributor shall also provide:

- a. Latest facility inspection forms and comments from applicable federal, state and local agencies
- b. Procedures for food safety and sanitation, including procedures used for product holds or recalls.

3.31.4 Foods received shall maintain the cold chain, where applicable. Frozen products shall arrive frozen, refrigerated product not frozen and dry goods not frozen. All foods shall be received in good condition. The Distributor shall not be paid for items that do not comply with temperature requirements, damaged products or products that show signs of spoilage.

3.32 Taxes

3.32.1 The District is exempt from state sales tax. All invoices shall not include any state sales tax charges. The schools shall provide Tax ID upon request.

3.33 Buy American

3.33.1 Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. The "Buy American" requirement (7 CFR Part 210.21(d)) specifies that the schools should purchase domestically produced food and food products.

3.33.2 Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

- 3.33.3 Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
- a. The product is not produced or manufactured in the United States in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
 - b. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- 3.33.4 All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify the schools when products are purchased as non-domestic.
- a. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the schools
 - b. Any non-domestic product delivered to the schools, without the prior, written approval of the Food Service Director, will be rejected.
 - c. Distributor shall provide a non-domestic product statement upon request.
- 3.33.5 Distributor shall affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule by signing this RFP.

3.34 Certification Regarding Debarment or Suspension

- 3.34.1 The Distributor certifies that neither the Distributor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor specifically covenants that neither the Distributor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to RFP, the Distributor is certifying he is in "Good Standing."

3.35 Lobbying

- 3.35.1 If the negotiated Contract exceeds \$100,000, Distributor will submit a certificate that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.
- 3.35.2 If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit

a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

3.36 Other Federally Required Contractual Provisions

3.36.1 Distributor is required to comply with the following provisions, as applicable:

- a. Contract Work Hours and Safety Standards Act
- b. Equal Employment Opportunity
- c. Davis-Bacon Act
- d. Clean Air Act and the Federal Water Pollution Control Act

3.37 Non-Performance of Contract and Termination

3.37.1 Except as may be otherwise provided by this document, a contract may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate
- b. An opportunity for consultation with the terminating party, followed by a reasonable opportunity of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination

3.38 Fair Price Analysis

3.38.1 Purchases made under this contract may require further fair price analysis. The awarded Distributor will be required to provide documentation (e.g. published price list, list of previous buyers, etc.) to allow the District to complete this analysis.

3.39 Changes to Contract

3.39.1 Mutually agreed upon changes to this contract between the awarded recipient and the District must be followed up with an addendum.

3.40 Contract Transition

3.40.1 If the incumbent Distributor is not awarded the new contract, the incumbent Distributor may be required to continue providing products and services, at contracted pricing, on a month-by-month basis in order to provide the District with continued operations and a smooth transition.

4.0 SCOPE OF WORK

- 4.1 The District intends to establish contracts with distributors for the purchase and delivery of food and non-food items.
- 4.2 All deliveries shall be to a central district warehouse located at 1502 South Timberline Road in Fort Collins, Colorado for the exclusive use by Poudre School District.
- 4.3 The contract shall include a complete and comprehensive program for orders, deliveries, fill rates, pricing, invoicing, promotions, rebates, electronic data transmission, and evaluation programs.
- 4.4 The District reserves the right to utilize a secondary Distributor for food and non-food items if it is determined that it is in the best interest of the District to do so.
- 4.5 The District's expectations are that the Distributors shall maintain high quality programs for warehousing and distribution, to assure that first-in-first-out principles are used; product shelf life is monitored; products are free of damage; correct products and quantities are selected and delivered at the correct price; product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; Distributor, USDA and FDA initiated food recalls are promptly reported; and salvaged products are not used.
- 4.6 The District supports 27 elementary schools, nine (9) middle schools, four (4) high schools, and three (3) alternative schools, all of which receive a weekly food delivery from our central warehouse.
- 4.7 Delivery is required one (1) day a week with the option of off-day deliveries, Monday through Friday, while schools are in session.
 - 4.7.1 The District shall determine the day and time window for delivery.
- 4.8 The contract shall commence July 1, 2020 and continue in full force and effect through and including June 30, 2021.
 - 4.8.1 The contract may be extended beyond the first term for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.

5.0 REVIEW AND ASSESSMENT

5.1 Distributors will be evaluated on the following criteria. These criteria will form one basis for review of the written proposals and interview session. A cumulative point system

Criteria	RFP Reference	Possible Score
Proposal conforms in all material respects to the RFP and all of its requirements, including all form and substance.		5
Distributor has the integrity, reliability and technical capacity to perform the requirements of the RFP and subsequent contract.		5
Delivery Conditions and Returns / Non-Delivery	3.5, 3.6	5
Implementation & Account Representation		5
Performance Meetings	3.7, 3.8	5
Product Information	3.9	5
Stock items, Non-stock items, Special orders	3.16, 3.17	5
Online ordering and alternative ordering method by phone or fax	3.21, 3.22	5
Order / Delivery Schedule	3.23	5
Order filling / Deliver & Receiving / Invoice & Payment	3.24	5
Value Added Innovations or Programs	3.25	5
Distributor agrees to Cost plus Fixed Fee	3.26	5
References - Experience with K-12 School Food Authorities	2.14, 7.0	5
Cost Proposal	3.15, 9.6	35
TOTAL		100

6.0 AWARD OF CONTRACT

6.1 The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Distributor.

6.1.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Distributor is responsible for notifying the District of the conflict.

7.0 REFERENCE EVALUATION (TOP RANKED FIRM)

7.1 The District Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory / Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Are you pleased with the Distributor's performance? Would you continue to exercise your contract with this Distributor, if given a choice?
Thoroughness	Did the Distributor follow through with the deliveries in the exact manner agreed upon, keeping you informed of status, and on-schedule? Was there connectivity between the sale, services provided, and final results?
Knowledge of Food Service	Was there an understanding of professional practices and procedures? Were the orders complete and accurate?
Specific Contract Requirements	Was the Distributor able to meet required schedules? Are the products accurate and complete? Is there a dedicated representative?

8.0 INSURANCE

Distributor shall procure and maintain the required insurance specified below for the duration of this Contract, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District’s Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Distributor shall furnish the District’s Director of Records and Risk Management with certificates of the required insurance prior to the District’s approval and signing of this Contract, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Contract. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Distributor. Distributor shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Distributor has assumed in section 8.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$4,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Product Recall Expense \$500,000
- f. Coverage must be written on an “occurrence” basis.
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Distributor even if those limits of liability are in excess of those required by this Contract.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

Bodily Injury & Property Damage	
Combined Single Limit Minimum	\$2,000,000

Workers’ Compensation and Employers’ Liability *

Minimum Limits

- a. State of Colorado Statutory
- b. Employer’s Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

c. Waiver of subrogation in favor of Poudre School District R-1.

* This requirement shall not apply if Distributor is exempt under the Colorado Workers' Compensation Act AND if Distributor has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

8.1 Distributor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Distributor's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

9.0 **MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals **must** be organized in the manner specified below.

9.1 **Title Page**

9.1.1 Show the solicitation subject, the name of the proposing firm, local address, telephone number, name of the contact person and the date.

9.2 **Table of Contents**

9.2.1 Include a clear identification of the material by section and by page number.

9.3 **Letter of Transmittal** – Limit to three (3) pages.

9.3.1 Briefly state the Distributor's understanding of the work to be done. Make a positive statement that deadlines specified in the solicitation will be met.

9.3.2 State the names of the persons who will be authorized to make representations for the Distributor, their titles, addresses, phone numbers, and email addresses.

9.4 **Distributor's Approach**

9.4.1 Submit a work plan to accomplish the items defined in Section 3.0.

9.4.2 A reaction and/or response to every item and question in Section 3.0 is mandatory. Distributor must indicate agreement and describe how the requirements will be met.

9.4.3 Responses and information provided by the Distributor should be formatted in order, clearly labeled with the section and subsection number, and follow the exact sequence of the solicitation sections.

9.4.4 Any and all assumptions shall be clearly stated in the Distributor's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Distributor's response to be considered non-responsive.

9.4.5 No open-ended paragraphs or non-sequential responses will be accepted.

9.5 **References**

9.5.1 Provide references (organization name, contact name, address, email address and phone number), as requested in Section 2.14. References will be evaluated as described in Section 7.0.

9.6 **Cost Proposal**

9.6.1 Provide requested pricing and product availability for the three (3) product lists in Exhibit D – Food, Non-Food and Small Wares.

9.7 **Proposal Certification Form**

9.7.1 Submit the completed form in Section 10.0.

10.0 PROPOSAL CERTIFICATION

REQUEST FOR PROPOSAL
FOOD SERVICE DISTRIBUTOR
RFP 20-750-011

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on February 13, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Distributor and in full compliance with the terms specified in Sections 2.0 and 3.0 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____
(If different from Agent) Include e-mail address and phone number.

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

EXHIBIT A

EXHIBIT A
CHECKLIST

The following information and completed forms must be submitted for a complete proposal:

- Description of procedures, including delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, and sales staff; description of your plan to meet each of the evaluation criteria
- Description of any ancillary services that will contribute to the RFP requirements, with no additional cost
- Identification of any requirements of this RFP that cannot be fully met
- Copy of HACCP Plan
- Completed forms and signed certifications (Exhibits B through J)
- Completed Product Lists (Cost plus Fixed Fee per case and product availability – Exhibit D)

EXHIBIT B

EXHIBIT B

VENDOR CONTACT INFORMATION

Company Name _____

Company Website _____

Contact for ***questions regarding proposal:***

Name _____

Telephone / Email: _____

Contact for ***contract renewals / problems:***

Name _____

Telephone / Email: _____

Contact for ***sales representative:***

Name _____

Telephone / Email: _____

Contact for ***ordering / expediting:***

Name _____

Telephone / Email: _____

Contact for ***returns:***

Name _____

Telephone / Email: _____

Contact for ***invoice information:***

Name _____

Telephone / Email: _____

EXHIBIT C

EXHIBIT C
REFERENCES LIST

DISTRIBUTOR NAME: _____

Distributor must supply a client list of three (3) comparable sized institutions or companies to which similar items/services have been provided during the past three (3) years. If contacted, information received from these clients will be used to determine whether the Distributor can reasonably meet contract requirements and specifications.

1. Reference Name: _____

Contact: _____

Address: _____

Phone #: () _____ Email: _____

Internet address: _____

Description and date(s) of commodities and services provided:

2. Reference Name: _____

Contact: _____

Address: _____

Phone #: () _____ Email: _____

Internet address: _____

Description and date(s) of commodities and services provided:

3. Reference Name: _____

Contact: _____

Address: _____

Phone #: () _____ Email: _____

Internet address: _____

Description and date(s) of commodities and services provided:

EXHIBIT D

EXHIBIT E

EXHIBIT E

EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification

CERTIFICATE

I/We hereby certify that

Company Name

Address

Phone Number

is an equal opportunity employer as defined in Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Upon request of Poudre School District, we will show proof that our employment practices do meet, in every respect, the requirements of Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Owner/Officer of firm:

Printed Name

Title

Signature

Date

EXHIBIT F

EXHIBIT F

IMPORT PRODUCTS / BUY AMERICAN ACT

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using Federal Funds. Therefore, if there is a domestic and non-domestic product available, you must propose and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product come from American produced products. Implementing Federal Regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. You may be required to provide certification of domestic origin and content. You must certify that the majority of products you propose to supply meet the Federal Requirements in the "Buy American Acts" and stipulate which specific products are unavailable domestically. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. Products not in compliance with this section shall be in violation of the Federal "Buy American" policy. This purchasing requirement does not apply in instances when:

- a. The District has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States.
- b. The product is not produced in the United States in sufficient and reasonable quantities of a satisfactory quality.
- c. The cost of the United States' product is significantly higher than foreign products.

List of Non-Domestic Products to be Provided:

PRODUCT	ORIGIN

CERTIFICATE

I/We hereby certify that

Company Name

Address Phone Number

will abide with the Buy American Act and supply domestic products to Poudre School District except in the authorized exceptions listed above.

Upon request of Poudre School District, we will show proof that our practices do meet in every respect the requirements of the Buy American Act.

Owner/Officer of firm:

Printed Name

Title

Signature

Date

EXHIBIT G

EXHIBIT G

APPLICABLE FEDERAL RULES

COMPLIANCE WITH LAWS

The preferred vendor shall warrant and certify that in the performance of the resultant agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html>. See section 52.209-6.

DEVELOPMENT OF DISADVANTAGED SUPPLIERS

The District is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. The selected preferred vendor shall make effort to subcontract with minority, women-owned and otherwise small and disadvantaged businesses. A yearly report will be required indicating the extent of effort and members' participation. The report will be in a format acceptable to District.

GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term "Contractor" shall mean "Subcontractor", "Seller" or "Supplier", the term "Contract" or "Subcontract" shall mean "Purchase Order", the term "Government" shall mean "Buyer" or "District" and the term "Contracting Officer" shall mean "Buyer's Purchasing Representative". It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the District under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the District, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller's obligations to the District and the United States Government; and to enable the District to meet its obligations under its prime contract or subcontract.

The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), the DOD Federal Acquisition Regulation Supplement (DFARS), or the Code of Federal

Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: <http://farsite.hill.af.mil/VFFARA.HTM> (click "FARSEARCH" tab) <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> or <http://www.acq.osd.mil/dpap/dars/dfars/html/r20110916/tochtml.htm>.

FAR CLAUSES

52.202-1	Definitions (Jan 2012)
52.204-2	Security Requirements (Aug 1996) (Alt. I) (Apr 1984)
52.204-7	Central Contractor Registration (Aug 2012)
52.211-5	Material Requirement (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) (applicable when cost of money is not proposed)
52.223-10	Waste Reduction Program (May 2011)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment & Air Conditioners (May 1995)
52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007)
52.227-11	Patent Rights - Ownership by Contractor (Dec 2007)
52.232-8	Discount for Prompt Payment (Feb 2002)
52.232-25	Prompt Payment (Oct 2008)
52.233-3	Protest After Award (Aug 96) (Alt. I) (June 1985)
52.243-1	Changes – Fixed Price (Aug 1987)– Alt. II (Apr 84)
52.244-6	Subcontracts for Commercial Items (Dec 2010)
52.245-1	Government Property (Apr 2012)
52.245-2	Government Property Installation Operation Services (Apr 2012)
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 1984)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.251-1	Government Supply Sources (Apr 2012)
52.253-1	Computer Generated Forms (Jan 1991)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.223-7001	Hazard Warning Labels (Dec 1991)
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)
252.223-7003	Change in Place of Performance – Ammunition and Explosives (Dec 1991)
252.225-7001	Buy American Act and Balance of Payments Program (June 2012)
252.225-7002	Qualifying Country Sources as Subcontractors (June 2012)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sept 2006)
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals (June 2012)
252.225-7013	Duty-Free Entry (June 2012)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (June 2011)
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2012)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2012)
252.227-7015	Technical Data – Commercial Items (Dec 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
252.227-7019	Validation of Asserted Restrictions – Computer Software (June 1995)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)

252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (June 2012)
252.227-7039	Patents-Reporting of Subject Inventions (Apr 1990)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.244-7000 (June 2012)	Subcontracts for Commercial items and Commercial Components (DOD Contracts)
252.246-7000	Material Inspection and Receiving Report (Mar 2008)
252.251-7000	Ordering from Government Supply Sources (Aug 2012)
CFR: 2 CFR 215	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

Applicable when fixed price is greater than \$3,000

52.222-3	Convict Labor (June 2003)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (March 2012)
52.222-54	Employment Eligibility Verification (July 2012)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.232-23	Assignment of Claims (Jan 1986)

Applicable when fixed price is greater than \$10,000

52.222-20	Walsh-Healy Public Contracts Act (Oct 2010)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts & Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)

Applicable when fixed price is greater than \$30,000

By submitting a signed proposal or quotation in response to the District's solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.222-37	Employment Reports on Veterans (Sep 2010)

EXHIBIT H

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Instructions for Certification

By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

1. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
7. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

EXHIBIT I

CERTIFICATION STATEMENT REGARDING UNDOCUMENTED WORKERS

Poudre School District (the District) will not enter into a contract for services with distributors who knowingly employ or contract with undocumented workers to perform work under the contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all contracts awarded by the District will contain the following certification:

The Distributor, whose name and signature appear below, certifies and agrees as follows:

1. The Distributor shall comply with the provisions of CRS 8-17.5-102 et seq.
2. The Distributor shall not knowingly employ or contract with an undocumented worker to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker.
3. If the Distributor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an undocumented worker, the Distributor shall:
 - a. Notify the subcontractor and the District within three days that the Distributor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker, and
 - b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the Distributor shall not terminate the subcontract if during such three days the subcontract provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.
4. The Distributor represents, warrants, and agrees that it (a) has verified that it does not employ any undocumented workers, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (b) otherwise shall comply with the requirements of CRS 8-17.5-102(5).
5. If the Distributor violates the provisions of this section GC-10.2, the District may terminate the contract for breach and the Distributor shall be liable for actual and consequential damages.

CERTIFIED and AGREED to this ____ day of _____, 20__.

DISTRIBUTOR:

BY:

Signature of Authorized Representative

Printed Name

Position / Title

EXHIBIT J

EXHIBIT J

PRICE CHANGE TIMETABLE

Poudre School District requires prices to remain firm from Sunday through Saturday of each week. Distributor shall state below the timeframe used for price changes.

Weekly price updates to be provided by _____ (time) on _____ (day of week)
and includes Distributor invoices that end on _____ (day of week).

[e.g. Weekly price updates to be provided by 6:00 a.m. (time) on Friday (day of week) and includes Contractor invoices that end on Thursday (day of week)].