



POUDRE SCHOOL DISTRICT R-1
INVITATION FOR BID
PRODUCE - NOVEMBER 2022
IFB #23-750-003

BID SCHEDULE

IFB Posted to BidNet:

September 29, 2022

Questions Due By:

October 6, 2022 @ 2 p.m. MT

IFB Closing Date:

October 13, 2022 @ 2 p.m. MT

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Poudre School District (the “District”) is requesting electronic bid responses from qualified Suppliers to provide fresh produce as specified in this Invitation for Bid (IFB). The Supplier’s response shall be based on the dates between and including November 1, 2022, through November 30, 2022. Suppliers shall treat each solicitation posted by the District as separate and submit all appropriate documents for each response.

The District shall provide copies of this IFB to Suppliers through the electronic solicitation platform www.bidnetdirect.com where registered Suppliers are required to submit their electronic IFB response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this IFB and the Supplier’s response thereto. The District may provide copies of this IFB to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this IFB and their response thereto.

Questions regarding this IFB must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MT on October 6, 2022. Questions received after the 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 a questions and answers document/addendum via www.bidnetdirect.com. Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on October 13, 2022, at which time the submission portal will close, and no further submissions be allowed or considered. It is the sole responsibility of the Supplier to see that the bids are submitted through the BidNet portal by the submission deadline.

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

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

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

**INVITATION FOR BID
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1.0 BACKGROUND

Poudre School District (the 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 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:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 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.

2.0 **GENERAL TERMS AND CONDITIONS**

- 2.1 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 Supplier 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 Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier 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.
- 2.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.3 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the "District") by all prospective Suppliers (herein after referred to as "Supplier") on behalf of the District's Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications, and Requests for Proposals.
- 2.4 Submission of a bid response is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District and prior to award of the solicitation.
- 2.5 Supplier must provide all requested information. Failure to do so may result in rejection of the response at the option of the District.
- 2.6 The District is a public-school district exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issue by the Colorado Department of Revenue is available upon request. The School District is exempt from City, County, State and Federal Sales/Excise Taxes.
- 2.7 It shall be the sole responsibility of the Supplier to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.8 There is no expressed or implied obligation for the District to reimburse suppliers for any expenses incurred in preparing response(s) to this solicitation.
- 2.9 Bid responses must meet or exceed specifications contained in the solicitation document.

- 2.10 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 2.11 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier(s) shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.12 The Supplier, by affixing his signature to this bid response, certifies that their bid response is made without previous understanding, agreement, or connection either with any persons, Suppliers or corporations offering a response for the same items or with the District. The Supplier also certifies that their bid response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.13 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 2.14 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract 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 the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.15 Supplier shall provide any and all services covered by a District issued purchase order or agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier 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 coverage's 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, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Suppliers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.16 Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify

to Supplier that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Supplier 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 Agreement through Supplier'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).

- 2.17 Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with a worker without authorization, Supplier shall notify the subcontractor and the District within three (3) days that Supplier 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 worker without authorization. Supplier 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).
- 2.18 If Supplier 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 Agreement, provide to the District with 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.
- 2.19 Supplier warrants that all goods and/or services furnished as a result of this solicitation shall conform to the District's specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, the Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. The Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.

- 2.20 Supplier agrees to furnish the products and/or services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.21 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier(s). The Supplier's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.22 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.23 It is agreed that no otherwise qualified Intern shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
- 2.24 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District's Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.25 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in the bid being considered non-responsive.
- 2.26 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this Solicitation, the Specific Conditions shall prevail.
- 2.27 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via BidNet. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.28 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Supplier with their bid responses. If the

Supplier fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.

- 2.29 The accuracy of the bid responses is the sole responsibility of the Supplier. No changes in the bid response shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.30 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.31 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.32 Upon delivery of the requested goods and/or services, the awarded supplier(s) shall submit an invoice to the District's Accounts Payable Department. The invoice shall reference the appropriate purchase order number, the delivery address and the corresponding delivery ticket or packing slip that was signed by the authorized representative of the District when the items were delivered and accepted. Under no circumstances shall the invoice be submitted to the District in advance of delivery and acceptance of the item(s).
- 2.33 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.
- 2.34 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.35 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.36 The District may, at its sole and absolute discretion:

- 2.36.1 Reject any and all or parts of any or all bid responses submitted by prospective Suppliers;
 - 2.36.2 Re-advertise this solicitation;
 - 2.36.3 Postpone or cancel the solicitation process for this solicitation;
 - 2.36.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this solicitation or in bid responses received in conjunction with this solicitation; and/or
 - 2.36.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 2.37 While the quantities stipulated in this solicitation will be used by the District for the purposes of determining the successful Supplier(s) meeting specifications, it is hereby agreed and understood that the District has the right to adjust/increase/decrease the quantities ordered in conjunction with this bid based on available budget.
- 2.38 As this solicitation specified the estimated number of items to be purchased by the District, it is understood and agreed that the District may, within the term of this contract, purchase additional quantities of the same model or brand of item from the awarded Supplier(s). Pricing will remain fixed and firm for the term of this award.
- 2.39 The Supplier(s) shall make deliveries within the timeframe(s) identified in Section 6, Cost Proposal. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Supplier, except in such cases, where the delivery will be delayed to due to acts of God, strikes, or other causes beyond the control of the Supplier. In these cases, the Supplier shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.
- 2.40 Cooperative Purchasing Efforts.
- 2.41 The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function. These organizations include:
- 2.41.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
 - 2.41.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts

along the front range of the Rocky Mountains in Colorado.

2.41.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

2.41.4 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that the Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.42 Health Standards. The Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

2.42.1 Supplier shall ensure all individuals providing Services under this agreement for the Supplier wear appropriate personal protective equipment as designated in this solicitation, at all times while on District property.

2.42.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.

3.0 SPECIAL CONDITIONS

3.1 The Supplier shall promptly correct all deficiencies, defects, and/or damages in items delivered to PSD in accordance with the solicitation. (See 4.1)

3.2 The bid awardee is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of PSD.

3.3 Supplier must be able to make deliveries within the parameters specified herein. (See 4.1).

- 3.4 Due to the service level required in conjunction within this bid, Bidders shall maintain an office and distribution center within a (90) mile radius of Fort Collins, Colorado. The District reserves the right to expand this radius if deemed in the best interest of the District.
- 3.5 The Supplier shall submit an approved HACCP and recall procedures plan in with approved notification process. Under this plan, all items must be immediately traceable to their point of origin and the orders/deliveries that are affected.

4.0 SCOPE OF WORK/MANDATORY REQUIREMENTS

4.1 DELIVERIES

- 4.1.1 Delivery driver(s) must be clearly identified as an employee of the awarded vendor/ company. Driver must wear a company uniform, including a clearly visible name badge.
- 4.1.2 Deliveries will be made to the Child Nutrition Warehouse located at 1502 South Timberline Road, Fort Collins, CO 80524, Dock 2.
- 4.1.3 Deliveries must take place between **6:15am and 7:15am (MST)** on Mondays and Thursdays except as noted in Exhibit B. in order to be distributed to all the schools on time.
- 4.1.4 See special dates for this term as indicated in Exhibit B.
- 4.1.5 For deliveries where items were deemed damaged, or not within specifications and were rejected, replacement items must be delivered by 12:00pm the same day as the original delivery.
 - 4.1.5.1 The District will have 48 hours to report issues that weren't evident during initial inspection for credit to be handled by DSR.
 - 4.1.5.2 If a delivery is delayed and will not occur between 6:15am and 7:15am (MST) on the expected delivery date, due to poor weather conditions or unexpected traffic, the delivery driver(s) must contact the warehouse or designee at: 970-490-3552. If nobody picks up at this number, the driver(s) must call the emergency on-call number: 970-566-3839. Director Child Nutrition or designee will approve/deny the request for the delayed delivery and will advise if the delivery should be rescheduled for an alternate date/time. If a delayed delivery is rejected by the District, the District will not incur any costs for the redelivery of the order(s).

- 4.1.5.3 Each order shall be palletized, and items shall be in their original boxes from their original point of origin. Repacking, only when the desired size is less than a full case, will be permissible using plain or unmarked boxes and utilizing a total traceable system. **Any other Repacking without the expressed consent of the District will result in rejection of award.**

4.2 PLACING ORDERS

- 4.2.1 Supplier shall provide all acceptable ordering methods (e.g. Emailed worksheet, online ordering system, phone, etc...) as well as any logins or passwords needed to place an order.
- 4.2.2 The orders shall not be manipulated by anyone outside of the District.
- 4.2.3 The Purchase Order (PO) number listed shall be referenced on all communication and documentation related to that order.

4.3 INVOICING

- 4.3.1 All invoices must be accurate and reflect the District bid pricing and the pricing that was identified in the original order.
- 4.3.2 The District intends to issue blanket POs to the awarded supplier to open budget funds for that month. These are estimated dollars and in no way reflect a commitment to the supplier for that dollar amount.
- 4.3.3 Invoices must be emailed electronically to lposada@psdschools.org or designee.
- 4.3.4 The District's payment terms are Net 30.
- 4.3.5 One invoice shall be issued for each order placed unless otherwise requested.

4.4 PERFORMANCE AND REPORTING

- 4.4.1 The awarded vendor will provide a dedicated sales representative (DSR) to the District account. The DSR will be available by cell phone, voicemail, email and after-hours telephone numbers.
- 4.4.2 Telephone calls made to the DSR must be returned within (2) hours and emails answered within 24 hours.
- 4.4.3 The District expects the DSR and other assigned personnel to provide the following list of services and any others as needed:

- 4.4.3.1 Communicate any shortages and/or rejected items and scheduled replacements
 - 4.4.3.2 Coordinate credits and returns of any deficient or miss-shipped items.
 - 4.4.3.3 Coordinate the replacement of critical items that are short on day of delivery by purchasing from other sources and delivering to the District.
 - 4.4.3.4 Resolve any problems with delivery
 - 4.4.3.5 As requested, conduct on site meetings with District personnel to discuss areas of concern.
 - 4.4.3.6 Provide reporting for items that grown locally in Colorado as needed.
 - 4.4.3.7 Coordinate the distribution of reports.
 - 4.4.3.8 Handle all District concerns or inquiries about any products and/or services.
 - 4.4.3.9 Identify and coordinate the vendor's resources to ensure the District receives maximum value in products and services.
 - 4.4.3.10 Resolve issues and review performance and agreement compliance.
 - 4.4.3.11 Research and resolve any questions and issues regarding invoicing and billing.
- 4.4.4 Supplier shall be prepared with adequate stock levels to cover the District's needs. The District's order/delivery fill rate must not fall below 98.0% (ninety-eight percent). Defective/rejective items shall not exceed a rate of 5% of the total order. Failure to comply with the established fill rate or acceptable defective/rejected rate may be treated as default.

5.0 EVALUATION AND AWARD

- 5.1 It is the intent of the District to award this contract to the responsive, responsible supplier who bids on the highest number of desired items with the lowest aggregate cost to the District. The District reserves the right to purchase items from suppliers other than the awardee when deemed in the best interest of the District. Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.

- 5.2 Notwithstanding, the District reserves the right to alter this method of award if such alteration results in a cost savings to the District.
- 5.3 A submission of a bid in response to this IFB is an offer to contract with PSD based upon the terms, conditions and specifications contained in this IFB. A PSD purchase order, along with this IFB, addenda, the offer, and any amendments to this IFB shall constitute a binding contract without the necessity for further action by either party.
- 5.4 PSD reserves the right to accept any portion of the bid or the entire bid as deemed in the best interest of PSD.
- 5.5 The Supplier shall submit an approved HACCP and recall procedures plan in with approved notification process. Under this plan, all items must be immediately traceable to their point of origin and the orders/deliveries that are affected.

6.0 COST PROPOSAL

- 6.1 See Exhibit A for Cost Proposal Spreadsheet. Each vendor is responsible for completing the highlighted fields in Exhibit A and submitting with their bid response.
- 6.2 Suppliers will have the opportunity to suggest an alternate grade and/or package size within the cost proposal under the designated heading. Only pricing for the items as listed in the form shall be placed in the “Price” column.
- 6.3 The District’s prior year order quantities for each item per awarded time period are listed in Exhibit A. This is not a guaranteed order quantity.
- 6.4 Submitted pricing shall remain the same for the duration of the awarded time period. Justification for any price changes due to unforeseen circumstances must be sent to the District and pre-approved by the District before any price changes can take place.
- 6.5 In the event that produce is ordered during the term of one solicitation and the delivery date for the order falls within the term of another solicitation, pricing from the order term shall prevail.

(Intentionally Left Blank)

7.0 BID CERTIFICATION

**PRODUCE - NOVEMBER 2022
IFB #23-750-003**

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before October 13, 2022, at 2:00 p.m. MT.

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this bid response and that all information provided in the response is true and accurate.
- Supplier has read the conditions, including the insurance requirements, and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly requested in the Bid submitted by the Supplier. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- The Supplier will adhere to all terms and conditions and provide, at a minimum, all products/services as expressed in the solicitation and/or the Supplier’s bid responding to the solicitation.
- The Supplier 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 Supplier’s bid response is being offered independently of any other Supplier and in full compliance with the terms specified in the solicitation.
- The Supplier 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 IFB opening.

Supplier Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Mailing address: _____

Contact Person: _____

(If different from Agent – include e-mail address and phone number)

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

8.0 REFERENCES

References are mandatory – List three Colorado, K-12 Public School District references for which your company has provided similar products and services.

1. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

2. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

3. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

9.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. 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. Supplier 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 Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier 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 9.0 shall not reduce the indemnification liability that Supplier has assumed in section 9.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Product Recall Expense \$500,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a
- blanket endorsement and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement.

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

- Bodily Injury & Property Damage Combined Single Limit Minimum \$1,000,000
- If Supplier operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier” and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers’ Compensation and Employers’ Liability

If Provider is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado Statutory
- Employer’s Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

9.1 **Indemnification**. Supplier 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 Supplier’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 9.1 or otherwise in this Agreement 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.

-End-