



POUDRE SCHOOL DISTRICT R-1

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INVITATION FOR BID

DAIRY PRODUCTS, EGGS, AND JUICE – 2023-2024 SCHOOL YEAR

IFB# 23-750-009

BID SCHEDULE

IFB Issued:	April 14, 2023
Questions Due:	April 20, 2023, at 2:00 p.m. MST (Poudre School District's clock)
IFB Closing Date:	April 28, 2023, at 2:00 p.m. MST (Poudre School District's clock)

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**INVITATION FOR BID
DAIRY PRODUCTS, EGGS, AND JUICE – 2023-2024 SCHOOL YEAR**

IFB# 23-750-009

Poudre School District R-1 (the “District”) is requesting electronic sealed bids from professional and qualified vendors to supply and deliver dairy products, eggs, and juice to various school locations (“Bid”) throughout the District. These services are to meet the District’s needs as described in this Invitation for Bid (“IFB”). All interested vendors are invited to submit a Bid in accordance with the policies, procedures and dates set forth herein.

The District shall provide copies of this IFB to vendors through the electronic solicitation platform www.bidnetdirect.com (“BidNet”) where registered vendors 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 vendor’s response thereto. The District may provide copies of this IFB to other vendors 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 only be directed to the District via BidNet any time after the issuance of this IFB through and including 2:00 p.m. MT on April 20, 2023. Questions received after the date/time and/or not submitted electronically through BidNet 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 BidNet.

Note: Each question must be submitted individually. Multiple questions per entry may not be answered.

At no time during the solicitation process will communication regarding this IFB 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 Bids from vendors, which must be submitted and received in BidNet on or before 2:00 p.m. MST on April 28, 2023, at which time the submission portal will close and no further submissions will be allowed or considered.

It is the sole responsibility of the vendor to see that the Bids are submitted through BidNet 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 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 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 the District 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,

Evan Kearley
Procurement Agent
Strategic Sourcing Department
ekearley@psdschools.org

**INVITATION FOR BID
DAIRY PRODUCTS, EGGS, AND JUICE – 2023-2024 SCHOOL YEAR**

IFB# 23-750-009

1.0 BACKGROUND

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 (2) Leadership in Energy and Environmental Design (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 the vendor 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 the vendor believes they are confidential. The District, not vendor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the vendor 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 solicitation does not commit the District to select or contract with any bidder that provides a response, or to pay any costs incurred by bidders in responding to the solicitation or negotiating a contract. The District reserves the right to reject any and all responses to this solicitation at any point in the process, to waive any irregularities and/or informalities with respect to the solicitation procedures and deadlines, and to select the bidder whose response it deems in its sole discretion to be in the best interest of the District. The award of this solicitation to a selected bidder is contingent upon the execution of a mutually acceptable agreement. If a mutually acceptable agreement is not executed, the District reserves the right, at its sole discretion, to negotiate with a subsequent bidder(s) who submitted a responsive and responsible response to this solicitation per the specified terms herein.
- 2.3 These General Terms and Conditions apply to all offers made to the District by all awarded vendors (hereafter referred to as "Vendor") 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 Vendor. Any proposed modification must be accepted in writing by the District and prior to award of the solicitation.
 - 2.4.1 Modifications to this IFB document and/or exhibit will not be considered valid and may be cause for disqualification.
- 2.5 Vendor 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 issued by the Colorado Department of Revenue is

available upon request. The District is exempt from City, County, State and Federal Sales/Excise Taxes.

- 2.7 It shall be the sole responsibility of the Vendor to ensure their Bid is submitted through BidNet by the submission deadline. Late responses will not be accepted.
- 2.8 There is no expressed or implied obligation for the District to reimburse Vendors 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 Vendor 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 Vendor, its employees, representatives and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations.
- 2.12 The Vendor, 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 or corporations offering a response for the same items or with the District. The Vendor also certifies that their bid response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.13 Notwithstanding any other term or provision of this IFB, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event shall the District’s obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.14 Vendor shall provide the services under this IFB as an independent contractor of the District. As such, Vendor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of a District issued purchase order or agreement.
 - 2.14.1 Vendor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) 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 contractors and subcontractors for goods and/or services directly or indirectly related to this IFB.

2.14.2 Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Vendor and the District. Vendor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Vendor and shall not represent itself to be a partner, agent or representative of Vendor.

2.14.3 Vendor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Vendor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Vendor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Vendor.

2.15 Vendor warrants that all goods 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. Vendor 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 Vendor knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, the Vendor warrants that such goods and/or services shall be fit for that particular purpose. Vendor 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 Vendor 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 Vendor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Vendor its costs incurred therefor.

2.16 Vendor agrees to furnish the products or services covered as a result of this solicitation in strict accordance with the District's specifications.

2.17 The District's acceptance of any offer is made in reliance on the Vendor's promised delivery date, installation or service performance time, as material and basic to the acceptance. 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 Vendor. The Vendor's acceptance of any offer is made in reliance on Vendor's promised delivery date and/or installation of service

performance time, as material and basic to the acceptance. If Vendor 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 Vendor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Vendor with any loss incurred. District notice is deemed received by the Vendor within three (3) days from mailing or upon receipt of email.

- 2.18 The Vendor 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.
- 2.19 It is agreed that no otherwise qualified vendor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this IFB 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.
- 2.20 All issues regarding the formation, performance and/or legal enforcement of the contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the contract shall be in Larimer County, Colorado.
- 2.21 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form.
- 2.22 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.23 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.
- 2.24 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Vendor with their bid responses. If the Vendor fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.
- 2.25 The accuracy of the bid responses is the sole responsibility of the Vendor. No changes in the bid response shall be allowed after the submission deadline, except

when the Vendor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

- 2.26 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.
- 2.27 The District shall be the sole judge in determining equals in regard to quality, price and performance.
- 2.28 Vendors 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.
- 2.29 Payment for the goods and/or services furnished by the Vendor 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 Vendor at the Vendor's expense. The District may charge Vendor 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, Vendor from the obligation of testing, inspection, and quality control.
- 2.30 The District may, at its sole and absolute discretion:
 - 2.30.1 Reject any and all or parts of any or all bid responses submitted by prospective Vendors;
 - 2.30.2 Re-advertise this solicitation;
 - 2.30.3 Postpone or cancel the solicitation process for this solicitation;
 - 2.30.4 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
 - 2.30.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 2.31 While the quantities stipulated in this solicitation will be used by the District for the purposes of determining the Vendor meeting defined special conditions, it is

hereby agreed and understood that the District has the right to adjust, increase or decrease the quantities ordered in conjunction with this IFB based on available budget.

2.32 Cooperative Purchasing Efforts.

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:

2.32.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

2.32.2 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.

2.32.3 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.

2.32.4 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 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 Vendor. It is understood and agreed that the Poudre School District R-1 is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor 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.

2.33 **Health and Safety Standards.** The Vendor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

2.33.1 Vendor shall ensure all individuals providing Services under this agreement for the Vendor wear appropriate personal protective equipment as designated in this section 2.33, at all times while on District property.

2.33.2 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 Vendor's services, with or without prior notice.

2.34 All changes in IFB documents shall be through written addendum. The Vendor shall be solely responsible for confirming receipt of all addenda prior to Bid submittal.

2.35 For services requiring Vendor's presence on District Property, the Vendor must provide proof of insurance that meets the insurance requirements stated in section four (4.0) of this IFB. Vendor must maintain required insurance during the term of the contract.

3.0 PROJECT SCOPE AND SPECIAL CONDITIONS

3.1 During the performance of this work, the Vendor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific award to the Vendor. The Vendor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this work.

3.2 Vendors shall supply and deliver dairy, eggs, and juice products ("Product") as requested by the District's individual school sites on a regular basis for the 2023 - 2024 school year.

3.3 The Vendor shall make deliveries five (5) days per week. Deliveries must be completed by 9:00 a.m. MST. The District will make every effort to work with the Vendor on delivery schedules.

3.4 All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the Vendor.

3.5 In the event of Product delays, the Vendor shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

3.6 Delivery service is to be made in a refrigerated truck. Product is to be delivered to each school's refrigerated storage unit, stocked and rotated. Product is subject to inspection upon delivery for acceptance at each school. All cases and containers

are to be clean and sanitary. Any defective products shall be picked up at the time of the next scheduled delivery.

- 3.7 The initial contract term will be July 1, 2023 through June 30, 2024.
 - 3.7.1 At the District's discretion, any awarded agreement may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each term.
- 3.8 Milk shall have a seven (7) day minimum shelf life.
- 3.9 Delivered milk shall meet Colorado Department of Health Consumer Protection Division Regulations and delivered at forty (40) Fahrenheit or less.
- 3.10 Prices provided as part of the Bid should be stated in units of quantity specified, with any packing and delivery destination charges included.
- 3.11 All quantities listed are approximate and are given as a general guide for bidding and are not guaranteed amounts.
- 3.12 Each individual school site kitchen manager will place orders for the delivery of Product, which will be delivered to each respective kitchen. Additions or cancellations of orders must be accepted up to twenty-four (24) hours before delivery.
- 3.13 Separate delivery tickets or packing slips are to accompany each delivery. Delivery tickets or packing slips are to be signed by the kitchen manager or their designee, with a copy left at the kitchen.
- 3.14 Invoices shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of services. Invoices for such services shall include (a) date on which services were provided, (b) the District location for which the Services were provided, (c) details of Products delivered, (d) and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.
 - 3.14.1 Invoices received from the Vendor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices

will generally be paid within thirty (30) days following the District representative's approval.

- 3.14.2 Invoices which do not conform with the agreement will be paid thirty (30) days from receipt of a revised and corrected invoice.
- 3.14.3 Invoices shall be sent to ap@psdschools.org.
- 3.14.4 The District is exempt from federal and state taxes under Colorado Tax Exempt Number 98-03335.
- 3.14.5 If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.
- 3.15 If the Vendor experiences a back order of items from its supplier or distributor, the Vendor shall insure that such back orders are filled within a reasonable period of time. The Vendor shall not invoice the District for back ordered items until items are delivered and accepted by the District authorized representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another vendor, and charge the Vendor for any re-procurement costs.
- 3.16 In the event of default by the Vendor, the District reserves the right to procure the commodities and/or services from other sources and hold the Vendor liable for any excess cost associated thereby.
- 3.17 The Vendor shall promptly correct all deficiencies, defects, and/or damages in equipment or Products delivered to the District in accordance with the IFB. All corrections shall be made within four (4) hours after such deficiencies or defects have been verbally reported by the Child Nutrition Office or individual school site kitchen. The Vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
- 3.18 In the event of school cancellation due to inclement weather or other causes, the Vendor shall deliver Product to the sites on the next operable day of school.
- 3.19 Additional project specifications are as follows:

Exhibit A: Product Listing

Exhibit B: Schools Listing

Exhibit C: Buy American Act

4.0 INSURANCE REQUIREMENTS

Vendor 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 Vendor with limits and or coverages that do not meet the requirements does not waive the requirements and the Vendor 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. Vendor 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 Vendor. Vendor 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 4.0 shall not reduce the indemnification liability that Vendor has assumed herein.

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 Vendor 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 Vendor 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 Vendor” and shall be insured to the full limits of liability purchased by the Vendor 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.

Indemnification. The Vendor 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, third party claims, grievance, or proceeding, including all attorneys’ fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Vendor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

4.1 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

5.0 EVALUATIONS AND AWARD OF CONTRACT

5.1 Responses to this IFB will be independently evaluated.

- 5.2 Bidders shall enter price per unit. Multiply the price per unit times the number of units indicated and enter under extended price. Schools shall have the option of ordering partial cases as needed.
- 5.3 Award of contract shall be made to the responsive and responsible bidder meeting the specifications and as deemed to be in the best interests of the District. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.4 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from bidders, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.
- 5.5 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 5.6 Responses submitted will be evaluated using pre-determined rating criteria. Those responses that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to response submission, bidders are encouraged to review the requirements stated in this solicitation document and BidNet for any related addenda to ensure requirements are incorporated in their responses.
- 5.7 The District reserves the right to negotiate, and award, further with one or more Vendor or to request additional information. Should the District determine in its sole discretion that only one Vendor is fully qualified or that one Vendor is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Vendor.
- 5.8 For the purposes of solicitation evaluation, bidders must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the bidder'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. Modifications to this IFB document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the bidder's proposed variations.

- 5.9 A submission of a response to this IFB shall be deemed as acceptance of all terms, conditions and specifications contained within this IFB.
- 5.10 Modification to this document will be considered invalid and not accepted in any format by the District. Proposed modifications may be submitted through BidNet with the submission of a Bid response. Proposed modifications are not considered as accepted unless formally accepted in writing by the procurement agent prior to the intent to award. Submission of a modification, and an intent to award from a solicitation shall not be considered in any way, an acceptance of any proposed modifications by the Vendor.
- 5.11 By signature of the Bid Certification Form, contained within this IFB, and accepted submission through BidNet to this solicitation, the Vendor certifies that submission of this IFB is made without any previous understanding, agreement, or connection either with any persons, firms or corporations offering a IFB for the same items or with the District.
- 5.11.1 The Vendor through submission of the Bid Certification Form certifies that this solicitation is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 5.12 The District confirms and the Vendor agrees that there is no expressed or implied obligation for the District to reimburse Vendors for any expenses incurred in preparing the Vendor's response to this IFB.
- 5.13 All prices shall remain firm for thirty (30) days, after which prices for milk can escalate or de-escalate at the rate equal to the changes in Class 1 raw milk prices determined by the United States Department of Agriculture and paid by the Vendor. The price at the time of the Bid shall be the base price. The Vendor will notify the District's Child Nutrition Department in writing within five (5) days of any increase or decrease in pricing. Pricing shall remain firm for the entire preceding month. At the end of the initial contract term, the District may elect to either re-bid or renegotiate the existing agreement.
- 5.14 All changes in bid documents shall be through written addendum. Amendments or clarifications to the submitted bids not requested by the District evaluation committee will not be accepted, nor considered in awarding of the contract.

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6.0 BID CERTIFICATION FORM

**Dairy Products, Eggs, and Juice
2023-2024 School Year
IFB# 23-750-009**

Response is required in BidNet by: 2:00 p.m. MST (District’s clock) on April 28, 2023.

The undersigned hereby affirms that:

- They are a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- They have read the conditions 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 listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other vendor and in full compliance with the terms specified in Section 2 and 3 of the IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

Company Name: _____

Signature of Official: _____

Printed Name: _____

Title: _____

E-mail address: _____

Phone number: _____

Contact Person: _____

Date: _____

7.0 **BID FORM**

**Dairy Products, Eggs, and Juice
2023-2024 School Year
IFB# 23-750-009**

April 28, 2023, at 2:00 p.m. MST (District clock)

Request for Bid: Please provide the information requested below in Exhibit A – Product Listing. Poudre School District reserves the right to reject any or all bids or any parts thereof. Poudre School District reserves the right to negotiate with a vendor for further bid considerations.

Prices should be stated in units of quantity specified, with packing and delivery destination included. Multiply the price per unit times the number of units indicated and enter under extended price. Schools shall have the option of ordering partial cases as needed.

The quantities listed in Exhibit A – Product Listing are based on past usage and are only estimates for bidding purposes. These quantities are not to be considered as a firm commitment to any specific volume of purchases. Bidders shall enter price per unit.

Confirmation of Q&A Document/Addenda

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the above cost(s). It is the responsibility of the vendor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below).

Q&A/Addendum # _____ Dated _____ Signature _____

Q&A/Addendum # _____ Dated _____ Signature _____

Company Name: _____