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INVITATION FOR BID
Produce- October 2023
IFB #24-750-002

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 October 2, 2023, through October 30, 2023. 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 September 13, 2023. 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 Tc (e Tc (tsl)-1 (hs-1 (r)-4su)1 (b

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

Sincerely,
Ivy Sipes
Sourcing Specialist

INVITATION FOR BID
Produce-

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

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.

- 2.17 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.
- 2.18 Unless otherwise agreed in writing by the District, delivery of products shall be

2.32 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

2.37 Cooperative Purchasing Efforts.

2.38 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:

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

2.38.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative

2.39.2 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 must ensure that all individual bags are stamped with a use by date.
- 3.2 The Supplier shall promptly correct all deficiencies, defects, and/or damages in items delivered to PSD in accordance with the solicitation. (See 4.1)
- 3.3 The bid awardee is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of PSD.
- 3.4 Supplier must be able to make deliveries within the parameters specified herein. (See 4.1).
- 3.5 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.
- 3.6 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

- 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.

7.0 BID CERTIFICATION

**PRODUCE – OCTOBER 2023
IFB #24-750-002**

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 September 20, 2023, 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 po (P)(a)-1.wovi

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.

9.2 **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. **-End-**