

POUDRE SCHOOL DISTRICT R-1
CHILD NUTRITION
INVITATION FOR BID
DAIRY PRODUCTS, EGGS, AND JUICE – 2023-2024 SCHOOL YEAR
IFB# 23-750-009

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INVITATION FOR BID

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.

**INVITATION FOR BID
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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

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

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

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

- 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 mana

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
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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

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: _____