

**COLORADO BOCES ASSOCIATION**



*Joining Forces to Enrich Educational Opportunities for Students*

**BOCES Food Purchasing Cooperative**

Child Nutrition  
Tammie Rempe, MA, RD  
CASB  
1200 Grant Street  
Denver, CO 80203

**February 27, 2017**

**INVITATION FOR BID  
FOOD PRODUCTS & DISPOSABLES  
FOR  
BOCES FOOD PURCHASING COOPERATIVE  
BID NO. 17-27-02**

Bid due date and time  
03/31/2017 at 2 PM Mountain Time

Tammie Rempe  
CBA, Tammie Rempe, Nutrition Director  
E-mail: [tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com)

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**REQUEST FOR PROPOSAL**  
**FOR**  
**FOOD PRODUCTS & DISPOSABLES**  
**CBFC PURCHASING COOPERATIVE**  
**BID NO. 17-20-02**

Sealed bids will be received by the Colorado BOCES Association Food Cooperative (hereinafter referred to as CBFC) on behalf of the Colorado BOCES Food Purchasing Cooperative (hereinafter referred to as CBFC) up to, but not later than, 2:00 PM on March 31, 2017, for FOOD PRODUCTS & DISPOSABLES. CBFC will evaluate, recommend award and will issue the award no later than **April 21, 2017**. Tentative date of formal bid opening will be **April 13, 2017, 1 pm** Monte Vista High School, Monte Vista, Co.

This Invitation for Bid is a joint purchasing cooperative effort by and between all Colorado State current school district members of CBFC. The current school members are listed on the attachment entitled CBFC districts and delivery sites. CBFC reserves the right to add or delete members, in the State of Colorado, throughout the contract period at its discretion. All districts that are added during the year must be served within 60 days of receipt of their agreement.

An optional bid telephone conference to answer questions will be held on **Thursday, March 2, 2017 at 2 p.m. MST**. The call-in number is 877-776-2780. Questions and answers will be posted on the CBA website after the conference call.

Bids are to be submitted, in a sealed envelope, addressed to Colorado BOCES Association, % Tammie Rempe, 8102 Bruns Drive, Fort Collins, CO, 80525. The envelope shall also bear, on the outside, the name of the bidder, bidder address, date of bid opening, and plainly marked, "**CBFC, Bid Opening: March 31, 2017 at 2:00 PM MST**". It is the sole responsibility of the bidder to see that the bid is received by the designated time. (If you plan to hand deliver the bid, please contact me at 970-290-6874.)

**Submit one (1) each hard copy and one (1) completed memory stick. Each stick is to have the exact copy (original format) of the physical hard copy and be saved as one each \*.xlsx file and one each \*.pdf file.** We will be utilizing the memory stick to cut and paste from the memory stick to a master recap. We will distribute the master recap document, to bidding vendors upon request.

Vendors are welcome to attend the bid opening. The vendor names submitting bids will be recorded and read aloud. Due to the volume of items on the bid, prices will not be read aloud. A re-cap will be made available after an evaluation has been done and award recommendation has been received by CBFC. It is anticipated the CBFC award recommendation will be no later than April 21, 2017. CBFC will then submit the recommendation to the Colorado BOCES Association Executive Board for approval.

Bid documents may be obtained via internet at the Colorado BOCES website: [www.coloradoboces.org/](http://www.coloradoboces.org/) The path to access via the internet [www.coloradoboces.org/](http://www.coloradoboces.org/), Vendors, Current Bids, CBAFC Food Products & Disposables Bid # 17-20-02, click on all bid documents listed for a complete bid packet.

The Board Executive of Directors of the Colorado BOCES Food Purchasing Cooperative reserve the right to reject any or all bids, to split awards, and to waive any informalities or irregularities in the bidding,

and to accept the bid deemed best for the Colorado BOCES Association.

### **CBFC Information**

The Colorado BOCES Association seeks to create partnerships with manufacturers and distributors who are dedicated to the needs and concerns of school food service operators. Thank you in advance for your interest and support of this endeavor. We look forward to receiving your proposal.

The state of Colorado is quite large making it difficult for all interested distributors to participate in this opportunity. With that said, CBFC has divided the state into five regions. Regions have been identified as follows:

- North East to South East from Grover, Colorado to Pritchett, west to Las Animas and east to the border of Nebraska and Kansas.
- Front Range: Fort Collins to Colorado Springs
- South Central: Swink to the New Mexico border west to Naturita, CO
- Central Mountain: I -70 North to the Wyoming border
- South West: Durango Cortez area

The Colorado BOCES Association is a school district purchasing cooperative that includes members in the Front Range, South Central and Central Mountain areas as defined above. As of February, 2017, CBFC has thirty-one school districts members serving approximately 10,000 meals to children daily. The combined annual purchases are approximately \$2.5 million. All participating member districts are required to purchase 80% of their total food and supply budget from this contract. New districts petition to join the CBFC and are approved by the Executive Director. We anticipate adding approximately 20 additional districts to this region in the next 2 – 3 years.

**This RFP requests services for Front Range, South Central and Central Mountain school districts ONLY. Due to the large geographic area, vendors may *co-bid* with a distributor in a neighboring state.**

Our goal is to provide member districts with quality delivery services and the most nutritional products for Colorado children at the best price.

Please read this document carefully. CBFC intends to award this contract to the vendor/vendors who show the ability to perform and offers the CBFC members the best overall value and quality customer service.

## **TIMELINES**

<b>ACTIVITY</b>	<b>DATE</b>
Advertise IFB in Denver Post	March 1, 2017
BidNet	By March 1, 2017
Bid Telephone Conference	March 2, 2017, 2 pm MST
Approved Equal Product Requests Due	April 4, 2017
Deadline for Questions	March 24, 2017
Proposals Due; Colorado BOCES Association % Tammie Rempe, 8102 Bruns Drive, Fort Collins, CO. 80525	March 31, 2017, 2 pm MST.
Anticipated Contract Start	July 1, 2017

## **BID TERMS AND CONDITIONS**

### **PART I**

#### **1.Preparation of Bid Form:**

All bid items must be appropriately identified with unit and extended total price indicated, exclusive of Colorado Sales Tax, F.O.B. delivered to destinations so indicated on purchase orders or as herein specified within these bid documents. In the event of error in extensions, the unit price shall govern in all cases.

All bids must be submitted in sealed envelopes bearing on the **OUTSIDE** the name of the bidder, address, and the CBFC 17-27-02.

When submitting bid forms, include only those pages where quotations, signatures, dates, and additional information is required or requested.

It is required Bidders complete and submit their bid in hard copy (paper) format + submit one (1) memory stick with completed bid information (i.e. pricing). **'One memory stick is to have the exact copy (original format) of the physical hard copy and be saved as one each .xlsx file and one each .pdf file. The memory stick with the \*.pdf version will also include signed protein and/or signed grain statements and nutritional specifications.** The stick will facilitate the bid compilation and award process. The paper form, along with the signature pages, is required regardless of completing the memory stick (please submit product bid spreadsheet landscape on 11x17 paper). If a discrepancy between the paper bid form and the information on the memory stick occurs, the paper bid will be presumed as being correct.

**2.Late Bids and Failure to respond:** Submission of bids: All bids shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for bid opening will be returned unopened to respondent.

**3.Signatures:** The bid must be signed in the name of the bidder/distributor and must bear the signature and title, in longhand and printed form, of the person or persons duly authorized to sign the bid for the bidder/distributor.

**4.Modifications:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternate proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the CBFC rejection of the bid as not being responsive to the invitation. No oral or telephonic modifications of any bid submitted will be considered.

**5.Erasures:** Any erasures, interlineations or other corrections in the bid must be initialed by the person or persons signing the bid. Use of white out is not allowed, please strike though all errors and initial.

**6.** Bidders must provide the manufacturer brand name, vendor order or part number, case count or other unit of measure and the price of each item.

**7. Correction of Mistakes:** Bidders are cautioned to re-check their proposal for possible errors before submitting to CBFC. CBFC will not accept any alterations or corrections, including signatures, once the bid opens. Errors discovered after public opening cannot be corrected and bidder will be required to accept a bid contract if offered.

**8.Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of a bidder to receive or examine any form, instruments, addenda or other document or to visit the site when required and acquaint themselves with conditions existing shall in no way relieve any bidder from obligations with respect to their bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

**9.Withdrawal of Bids:** Any bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

**10.Interpretation of Plans and Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or the contract documents, or finds discrepancies in or omissions from the plans or specifications, he/she may submit to the Colorado BOCES Association a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery and not later than ten (10) days before the date specified for receipt of bids. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed, faxed, or delivered to each person receiving a set of these contract documents. CBFC will not be responsible for any other explanation or interpretation of the contract documents. Clarification given in any other form will be informal and unofficial.

**11.Equal Employment:** Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the Contractor agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

**12. Accommodations for the disabled:**

Individuals with disabilities who may need an accommodation to participate in a public IFB opening meeting should contact Tammie Rempe, CBFC Procurement Administrator by email (tammie.rempe@gmail.com) by phone (970-290-6874), no later than three (3) days before the scheduled meeting to request an accommodation.

**13. Minority owned Business and Women owned Business Enterprises:**

The CBFC encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid. While the CBFC does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

**14. Employment Prohibition:** In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is

the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the CBFC's immediate termination of the contract.

**15. Tobacco/Weapon Free Prohibition:** CBFC member districts property are a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on Member District premises.

**16. Save Harmless:** Contractor agrees to protect and save harmless CBFC against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**17. Contract Term / Renewal of Contract:** This contract is for the 2017-2018 school year and is with the CBFC. The contract begins on July 1, 2017 and ends on June 30, 2017. Deliveries shall begin in July 1, 2017. This bid may be renewed, by agreement of all parties involved, for up to three (3) additional years per renewal terms described below.

By agreement of all parties, **(CBFC and the Awarded Distributor)** the contract may be renewed on identical terms for three (3), one (1) year periods for a total of four (4) years.

If the CBFC Procurement Administrator for the CBFC changes, the bid will be continued by the CBFC of record at that time.

CBFC reserves the right to request pricing via a Manufacturers Bid for products delivered to the awarded vendor, if CBFC feels it is advantageous to the members. Should the CBFC exercise this option the awarded vendor would add drop charges onto the pricing of the items that the CBFC has bid. All other pricing on items would remain the same.

Prices quoted in the specifications section of this bid document, must be the Distributor's documented FOB cost, plus the fixed-fee markup. The fixed-fee markup must remain the same for the first year of the contract. Increases or decreases in fixed-fee markup for the second and ensuing years of the agreement must be based on the Consumer Price Index for the Denver area.

CBOCES Executive Director shall notify the successful bidder, in writing, no later than February 15<sup>th</sup> of each contract year of its intent to renew the agreement. The successful bidder shall have 30 days from receipt of such notice to submit evidence, based on the Consumer Price Index for the Denver area, to increase or decrease the fixed-fee markup. The CBFC shall have 30 days to accept or reject the proposed fixed-fee markup change. Should the successful bidder not respond to the "Intention to Renew Agreement", the agreement may be renewed at the current fixed-fee markup. All correspondence under this section is to be made by certified mail to the two addresses listed below.

Tammie Rempe, Child Nutrition Director, 1200 Grant Street, Denver, CO, 80203

Dale McCall, Executive Director BOCES, 1200 Grant Street, Denver, CO, 80203

Each member district shall be able to aggregate case quantities of bid items purchased together with



non-bid purchased items and any other items contained on that delivery to gain quantity price breaks per delivery. Deliveries shall be made in full case or partial case quantities. The price for each item shall include delivery to the listed member district's delivery sites.

**16. Distributor Documentation and Retention of Records:** The Distributor must maintain the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications for a period of four (4) years.

**17. Insurance Requirements:**

**Indemnification**

The contractor shall defend, indemnify and hold the CBFC, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages losses or suits including attorney fees, arising out of or in connection with the performance of the Agreement, except for injuries and damages caused by the sole negligence of the CBFC.

**a. Commercial General Liability Insurance:**

Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.

The CBFC shall be named as an additional insured on the Commercial General Liability insurance policy, with respect to work performed by or on behalf of the Contractor and a copy of the endorsement naming the CBFC as additional insured shall be attached to the Certificate of Insurance. The CBFC reserves the right to receive a certified copy of all required insurance policies. The CBFC shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

**b. Automobile Liability Insurance:**

Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

**c. Professional Liability Insurance:**

Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence. Proof of coverage must be provided before work may begin.

**18. Award of Contract:**

The contract shall be awarded to the bidder with the highest evaluation score as defined by State of Colorado Applicable laws. CBFC reserves the right to accept or reject any or all bids or any portion of the items bid, excluding others, unless the bidder stipulates all or nothing on their bid. All bids may be rejected and the CBOCES Executive Board may call for new bids.

**19. Right to Audit:**

The CBFC reserves the right to request and inspect the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications.

**INSTRUCTIONS TO BIDDERS AND CONDITIONS**

## PART II

### **Bid Instructions**

This Invitation for Bid has a number of components on which the bid award will be based:

### **Distribution Bid of Food Products and Disposables**

a. Distribution fixed fee charges based on weighted average delivery drop volume  
Average drop size is determined by a two-month average comprising no fewer than eight delivery drops to a member district. One-week notification must be given to a member district prior to change of their delivery bracket. Distributor may vary fixed fee charges by product category within brackets A, B, C, & D. Dairy Products will be charged \$0.80 per case or unit.

### **Distribution Costs**

b. Firm distributor costs for distribution bid items to member districts. Bid specifications for those items are attached. Distributor will bid these items out to manufacturers on the CBFC behalf. CBFC requests that manufactures note if commercial products bid are available as a commodity processed item also and if it is available as a rebate or NOI. CBFC reserves the right to do its own manufactures bid if it is deemed to be in its best interest.

CBFC will allow a bidding distributor to present an alternate method for pricing of deliveries. Distributors who are considering an alternate method must submit it in writing to the CBFC and receive written approval from the CBFC, at least two weeks prior to the bid opening. The alternate method of pricing deliveries will only be considered in the bid award if the CBFC determines it is in the best interest of the CBFC members to use an alternate method. Distributors are not required to give an alternative method of pricing deliveries.

### **Award Criteria**

The Award will be based on lowest total cost and evaluation points by item (as listed in Bid Instructions, under A) or aggregate total of points depending on what is deemed by the CBFC to be in the best interests of our member districts.

The bidding distributor who meets all of the Request for Proposal requirement specifications and has the highest total score will be declared the successful bidder(s) and may enter into contract negotiations with CBFC.

Distribution bid will be awarded to one Distributor FOB (landed cost). The CBFC reserves the right to choose multiple manufacturers for the same product. Bidders must offer delivery in all Fixed Fee categories for drop size (A, B, & C) as shown below. This bid will be evaluated based on the following formula for number of cases dropped per delivery to a site.

### **Weighted average Delivery Drop Volume**

Fixed Fee A Bracket	20-39 cases	15%
Fixed Fee B Bracket	40-99 cases	33%
Fixed Fee C Bracket	100-299 cases	2%
Fixed Fee D Bracket	300+	0%

**The percentage of member district distribution may be different or vary, but the CBFC will**

**use the percentages shown above for determining award of contract.**

Based on the information above the total case quantity listed for all items in this bid will be multiplied by the Fixed Fee A, B, C & D percentages above for estimated deliveries as a proportion of the total bid. The distribution cost listed at each level will be multiplied by the number of cases in that level and then added for a total distribution cost. This distribution cost will then be added to the cost of the items listed on the bid. Sixty-eight (68) points for pricing will be awarded based on totals using the percentages listed above.

1. CBFC requests fixed firm manufacture pricing (distributor cost), for the school year, on as many items as possible. It will be the distributors responsibility to update pricing and notify the CBFC of the changes. The bid award will be influenced by the number of items with wholesale guaranteed costs to 7/31/2016 – 10 points.

2. CBFC will give consideration to the quoted Non-Bid Items Fixed Firm Fees. – 5 points
3. Ability to provide product through NOI – 2 points
4. References – 5 points
5. Delivery Services - 10 points
6. Minimum number of weekly deliveries – 8 points
7. HACCP Program – 8 points
8. Bottom line total – 7 points

The Distributor must maintain the bidder's records, invoice prices, or other documentation supporting the bidder's quotation for the distributor's cost on each food item listed in the technical specifications.

If there is reason to believe that a bidder's quotations of the distributor's costs are not the best prices obtainable, the CBFC reserves the right to reject that bid. The distributor's cost, as further explained in the general instructions, shall be the cost of the product FOB on arrival (landed cost) at the distributor's warehouse minus distributor rebates, allowances and incentives (or any other term used for price reduction), not to include storage and miscellaneous overhead. All other costs to the bidder must be reflected in the fixed fee mark-up to be paid by members of the CBFC based on their individual case drop average per delivery. With a one week notice to the distributor(s), a CBFC member may change their average drop size category.

**Pricing on produce must be based on the same calendar week of the bid opening.**

The bidder with the highest possible score will awarded the bid.

**Or Equal Products/Alternates**

CBFC has listed in our bid specifications approved products. Brand names and product numbers provided represent the products selected for contracts in 2017-2018, have been tested and are acceptable to our student population. These products form the basis and standard for brand quality and taste preference evaluations.

Alternates may be submitted; however, the alternate item bid must meet or exceed specifications. Alternates will be accepted except those items that state "no alternates accepted" under the "Approved Alternates/Code Column" in the bid specification/worksheet.

Alternates will be accepted under the following procedure;

1. Submit completed alternate column and pack size on the final commercial bid.
2. The successful Distributor shall provide a current detailed nutritional analysis within five (5) days following bid award for item that are already pre-qualified. ALTERNATE ITEMS, must have detailed specifications & nutritional analysis submitted at time of bid.

Alternate Sample submission procedure:

1. Requested samples must be delivered to Monte Vista High School by April 7, 2017.
2. No samples will be accepted prior to bid opening.

Distributor must ensure delivery to CBFC designated delivery location by April 7, 2017. Deliveries will be accepted at Monte Vista High School Distributor must call 24 hours in advance for delivery appointment. CBFC contact person is, Tami Simms, [tamis@monte.k12.co.us](mailto:tamis@monte.k12.co.us) or Gloria Gutierrez [gloriag@monte.k12.co.us](mailto:gloriag@monte.k12.co.us) ; work phone 719-852-5996.

3. The CBFC will request samples for recommended alternate products after the bids are opened.
4. All sample cases must be marked with CBFC bid item number, vendor product ID number and distributor item number. Sample cases must be delivered in factory sealed full cases. Please use "Alternate Sample Form" provided with this bid document and attach to all samples. Failure to follow instructions may result in rejection of sample.
5. The CBFC reserves the right to conduct taste testing of samples submitted. Taste testing will be conducted by CBFC with no vendors present at the taste testing. Alternate items deemed to be acceptable may be subject to a taste test. All decisions of the CBFC are final. The taste test will be comprised of CBFC members only.
6. Deadline to receive samples: April 7, 2017.

### **Pricing and Adjustments/Distributor(s) Costs:**

If the distributor's cost changes during the duration of the contract period, notification in writing will be made to the CBFC members, with a copy to the CBFC Executive Director, one (1) weeks prior to delivery of product to member districts. Written documentation for individual product price changes must be provided upon request by the Colorado BOCES Association Executive Committee. A weekly cost change report will be provided to all CBFC members. All discounts and distributor rebates, allowances and incentives (or any other term used for price reduction) will pass through to the purchase price for the entire term of the contract including renewals.

If a previously approved product becomes non-competitively priced during the duration of the contract period, the CBFC may request the Distributor to secure a price reduction from the Manufacturer and/or request the distributor to change products.

3.1 Pricing is based on the following formula:

$$\text{Unit Price} = \text{Distributor Cost FOB (landed)} + \text{Fixed Fee}$$

3.2 Definitions:

3.2.1 Unit Price – The unit price is defined as the total price charged to the CBFC per unit for a product delivered to the member district.

3.2.2 Distributor Cost – The delivered price is defined as the actual invoice price of a product that the Distributor has paid a manufacturer or supplier for that product delivered to the distributor's distribution point. This price includes any transportation costs necessary for delivery to the distribution point and is sometimes referred to as "landed costs". This price includes all discounts and distributor rebates, allowances and incentives (or any other term used for price reductions).

3.2.3 Fixed Fee (distributor mark up) – The fixed fee is defined as a firm fixed price, distributor mark up, offered as a dollar amount, which represents all elements of the contract price other than the distributor cost. The fixed fee typically consists of the Distributor's projected general and administrative costs, overhead, packaging costs, transportation costs from the Distributor's distribution point, including fuel costs, any other projected expenses associated with the distributor function, and anticipated profit. This fixed fee is intended to reflect the difference between the distributor cost and the unit price to deliver the specified product to the member district. This dollar amount shall remain constant for the term of the contract.

The fixed fee must be offered as a dollar amount. Fixed Fee offered as a percentage of the delivered price is not acceptable.

3.3 During the term of this contract, should the Distributor enter into distribution pricing agreements with other Cooperatives or entities providing greater benefits or better pricing, the Distributor shall seek to immediately amend this contract to provide similar pricing to CBFC if the contract with other Cooperatives offer similar usage quantities, and similar conditions impacting pricing. The Distributor shall immediately notify CBFC of any such contracts entered into by the Distributor.

3.4 Produce Pricing Mechanism is as follows:

- a) The calendar week shall be Sunday thru Saturday
- b) Any pricing adjustments made to the delivered price of products will be adjusted on the preceding Friday with the adjusted price being implemented the following Sunday.

Example:

- 1) An order placed on Friday for delivery on Tuesday shall have the current pricing that went into effect on Sunday.
- 2) An order placed on Monday for delivery on Friday shall have the current pricing of that week.

### **Customer Service**

The Distributor shall treat each and every member district covered under this contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the member districts covered under this contract.

Visits to the food services director or designee under contract (at no additional charge) will include showing new items, product preparation, providing nutritional information and addressing any concerns the customer may have.

#### **4.1 Customer Support**

A. The Distributor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with the ordering activities. The name of the representative and the

phone number, pager number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award. A backup person who is sufficiently trained to assume these duties shall be designated in absence of the primary Customer Service representative.

B. A toll-free number must be provided.

C. Usage Report shall be provided to each member district and CBFC total without charge. Reports should be available upon request after a reasonable lead time of 15 calendar days.

D. Catalog Order Guide

The Distributor shall provide a catalog order guide, with descriptions and pack sizes, to each of the member districts serviced under this contract. At a minimum, the order guide should list the item description, Distributor's item number, the product brand and vendor product code or ID

for each item and include nutritional specification sheets for all items. **This order guide must clearly separate awarded bid items from new and non-bid items.** Any other items purchased from the Distributor by a member district must be listed separately so these items may be readily discerned.

E. Online Catalog ordering capability must be provided.

### **Shortages:**

When orders are placed by member districts, the Distributor shall be responsible for indicating shortages, back orders, delayed shipments, at the time of order. The Distributor shall be responsible for seeking confirmation from the member districts by e-mail or phone for any non-continuous substitutions (non-continuing is defined as a substitution on a one-time delivery) made on an order, prior to shipment. If Distributor is unable to deliver all items shorted when needed by member districts, the Distributor is to provide alternate product, providing the customer agrees. **All alternate products offered shall be at equal or better quality and at the bid price or less, unless the situation is not the result of an issue that the distributor can control. Shortages need be resolved in a mutually agreeable time for both the Distributor and member district. If shortages cause a school district to purchase product shortages from another company and/or locally the awarded distributor will pay for the alternate distributors invoice plus a pre-determined administrative fee to the school district.**

### **Substitutions:**

Distributor is expected to contact the members of the CBFC prior to substituting items. Substitutions are to be of equal or greater quality, **and shall be at the contracted price or lower.** All alternative products must be approved by the CBFC Executive Board with advance notice of item being substituted or discontinued. The CBFC members reserve the right to reject any and all merchandise furnished which does not meet the product specification in every aspect. In the event of failure on the part of the supplier to promptly replace rejected merchandise, or to furnish products meeting product specifications in every respect, or in case of default by the Distributor, the CBFC members reserve the right to cancel existing agreements and purchase orders upon 60 days written notice, and to remove the name of the non-complying supplier from future bid lists.

The records and invoice prices of the distributor(s) shall be subject to audit by the CBFC or its designee.

Warranty/Expiration/shelf life of product: The product must be warranted and guaranteed to be merchantable by the Distributor and fit for the purpose for which it is intended. Products must have a minimum two weeks left on the "sell by" or "freshness date" or "pull date", at time of delivery. Pull date is the end of the shelf life for purposes of this contract.

### **Authorized Returns**

The Distributor shall accept returns, with no charge, under the following conditions:

1. Products and quantities shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature
9. Quantity excess as a result of order input error
10. Any other condition caused by the Distributor (incl. sub-contractors) not specified above that is deemed to be valid reason for return by the CBFC.
11. Products which are salvaged
12. Products which do not meet EPA and OSHA requirements
13. Products which are not originated from a sanitarily approved food establishment for the products
14. Products are substituted and customer is not notified prior to delivery

### **Termination:**

**Termination for Breach:** In the event that any of the provisions of this contract are violated by the Distributor, the CBFC may serve written notice upon the Distributor of their intention to terminate such contract. Such notice will contain the reason for the intention to terminate the contract. A period of 10 days working days will be allowed by the CBFC after the serving of such notice upon the Distributor for satisfactory arrangements for correction be made. If the satisfactory arrangement for correction is not made to the satisfaction of CBFC, upon expiration of said 10 days, the contract shall cease and terminate 90 days or sooner from the initial notification to the distributor of the intention to terminate the contract. In the event of any such termination, the CBFC shall immediately serve the notice thereof upon the Distributor and the CBFC may declare the Distributor in default and procure all material involved in the contract from other sources and the Distributor shall be liable to the CBFC for any excess cost occasioned the CBFC thereby.

- a. **Termination for Cause:** Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party.

### **Form of Contract:**

Each bidder may access a copy of the bid documents via:

1. Access the bid documents on line at [www.colorado.boces.org](http://www.colorado.boces.org). Click on Pending Bids, CBFC BID NO. 17-27-02  
BID NO. 17-27-02  
Food Products, Disposables and Commodities Storage, print off all bid sections listed for a complete bid packet.

The Bid packet documents include the following:

- Invitation for Bid
- Part I, Standard Terms and Conditions
- Part II, Instructions to Bidders and Conditions
- Part III, Bid Contract Award Letter
- Part IV, Bidder's Checklist
- State of Colorado Non-Collusion Affidavit
- Affirmative Action Compliance Statement
- U.S. Department of Agriculture Debarment & Suspension
- Office of Superintendent of Public Instruction Certification Regarding Lobbying Child Nutrition Programs
- Pricing sheet for USDA donated commodities, 60-day cold storage and distribution
- Affirmation of Flat Fee Mark-Up Pricing for Bid Items
- Flat Fee Mark-Up Pricing for Non-Bid Items
- CBFC Districts and Delivery Site listing
- Part IV Pricing Sheets for Food Products/Commodities bid items
- Alternate Product Submittal Form

**All of these documents must be returned with the bid or there may be grounds for rejection of the bid.**

Refer to Preparation of Bid Form for further instructions – Standard Terms and Conditions, Part I, #1.

**Contract Execution:** The contract shall be considered legal and binding on both parties when Part III, Bid Contract Agreement Award, has been duly signed by both parties. The successful bidder shall be notified of award by transmittal of the signed agreement.

**Unit Price Bid:** It is understood that the quantities stated are approximate only and are subject to either increase or decrease at the CBFC direction and are stated only for the purpose of comparing bids. Should the quantities of any of the items be increased, the undersigned bidder shall furnish the additional food products at the unit price; should the quantities be decreased, payment will be made on delivered quantities installed at bid unit prices, and the undersigned bidder will make no claims for anticipated profits or additional compensation for any increase or decrease in quantities. The CBFC member districts may purchase any number of items from the bidder at the bid unit price.

**Time for Contracting:** It is understood that this bid may not be withdrawn nor may the bidder refuse to accept any contract proffered based on his bid within 5 calendar days after the date set for the opening thereof.

**Bid Bond:** The BID BOND document must be included with your bid proposal submission. Failure to submit this addendum #2 could result in disqualification. If your company is awarded the bid, a supply bond in the amount of \$10,000 payable to Colorado BOCES Association on behalf of CBFC in the amount of \$10,000 must accompany each bid.

**Point of Contact:**

The distributor(s) shall provide the name(s) and telephone numbers(s) of the contact person(s) with whom each member of the CBFC shall place orders.



### **Safety Conditions:**

All material/equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Colorado Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the Distributor to comply with this requirement insofar as compliance is within his/her control.

### **Product Quality**

A. Acceptance of products delivered under this Bid will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. A commercial standards Hazard Analysis Critical Control Point (HACCP) program should be used to maintain temperatures appropriate for individual items. The awarded distributor must have a HACCP plan and recall system in place and must provide the CBFC with a copy of this plan and their most recent inspection report by a third party for their HACCP and Recall System.

#### C. Level of Product Quality

When designating an item as a match for the item in the product listing the item must be:

1. Identical in respect to packaging and packing when the unit of issue is not described by weights (e.g. pound or ounce). For example, "Fruit Cocktail, Canned" is described as "Juice or Light Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in TUPS cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).

### **Quality Program**

A. The Distributor shall utilize a supplier selection or certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

B. The Distributor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality
2. The usage of First-In, First-Out (FIFO) principles
3. Product shelf life is monitored
4. Items are free of damage
5. Correct items and quantities are selected and delivered
6. Customer satisfaction is monitored
7. Product discrepancies and complaints are resolved and corrective action is initiated
8. Supplier, FDA, or state initiated food recalls are promptly reported to member districts and CBFC.

9. Compliance with EPA, HACCP and OSHA requirements
10. Salvaged items or products shall not be used
11. Applicable food products delivered originate from a source listed as a Sanitarily Approved food establishment for those products.

**Returns should be expected if the above are not met.**

#### C. WAREHOUSING AND SANITATION PROGRAM/HACCP

The Distributor shall develop and maintain a sanitation program to comply, at a minimum, with the Code of Federal Regulations, Title 21, Part 110 and other applicable federal, state or local standards. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the CBFC upon request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the CBFC with an attached report of corrective action.

#### D. PRODUCT SANITARY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items delivered to customers shall originate either from an establishment which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA).

#### E. STORED PRODUCTS PEST MANAGEMENT PROGRAM

The Distributor shall develop and maintain a stored products pest management program for food and other co-located non-food items. Accepted industry standards for pest management shall include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent federal, state and local laws and regulations.

### **Delivery:**

All food supply deliveries must be coordinated with the designated food service representative from each participating member district. Distributor will endeavor to make deliveries on a schedule that meets the requirements of member districts with adequate frequency and time frames. Deliveries shall be made in compliance with the hours, and to the locations, designated in this bid document. Schedules and delivery sites may be changed by the participating districts and shall remain consistent for the term of the contract unless agreed upon by all parties. Failure of the distributor to meet the member district's delivery schedule may result in termination through default.

- Delivery Drivers:

Delivery drivers must be neat and clean. In addition, it is recommended that drivers wear a company shirt and company issued name badge.

### **Packaging:**

All frozen food supplies must be packaged and delivered so that the product is frozen solid, has been maintained frozen at 0 degrees F or below, or not to exceed a variance of 10 degrees F above. No damaged cases or packages or supplies that have started to thaw will be accepted.

The Distributor shall be held responsible for any shortages in packages of delivered products. All deliveries should be organized for easy off loading and receipting. Palletized deliveries are preferred if the receiving district has the ability to accommodate.

Unless specifically noted in an item specification, the number of units per package specified herein is not a firm requirement. Distributor may propose other packaging; however, the change cannot increase the net handling charge. Distributor shall clearly indicate the unit price and number of units per package on the bid form. Retail packaging is not acceptable.

### **Packaging, Packing, and Labeling**

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.

D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.

E. Products for individual delivery sites must be segregated. The intention is to provide expeditious off loading and delivery to the customer.

### **Markings:**

A. To ensure that the carrier and the receiving customer properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. Product for "XYZ" High school must be labeled for "XYZ High school.

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. If the Distributor does not use open dating, they shall provide a product code number key to the CBFC and each member district facility. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

### **Inspection and Acceptance:**

A. GENERAL INFORMATION

1. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by the member district.

2. All deliveries may be subject to health inspections. In addition, the delivery vehicles will be inspected for cleanliness and condition.

3. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed by the authorized receiving official (customer). All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

4. The Distributor shall attach two (2) copies of the delivery ticket/invoice to the shipment. The receiving official will use the ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

#### **B. WARRANTIES**

The products furnished under the resultant contract shall be covered by the most favorable commercial warranties the Distributor gives to any member district for such products, and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the state by other terms and conditions contained in the solicitation.

#### **C. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS**

In order for frozen items to be accepted by the receiving activity in addition to the requirements in General Terms and Conditions, Part 1, Section 33, Packaging, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

#### **D. REJECTION PROCEDURES**

1. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

2. When product is found to be nonconforming or damaged or otherwise suspect, the receiving official will determine the course of action to be taken with the product in question. The final decision rests with the member district.

3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the member district's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that food service requirements do not go unfulfilled for that day. The re-delivered items will be re-

delivered under a separate invoice utilizing the same purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

4. In the event that a product is rejected after initial delivery has been made, the Distributor will pick up the rejected product. Credit due to the customer as a result of the rejected product being returned, will be handled through a receipts adjustment process in the ordering system. If the Distributor has already been paid for the product, contact the member district for instructions so that a credit can be issued through the member district's financial system. In all cases one (1) copy of the credit memo is to be given to the member district and (1) copy of the credit memo, along with the original invoice is to be sent to the member district.

5. If a member district requires a one-to-one replacement, no additional paper work is necessary. The Distributor's delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice.

6. It is a requirement of this Bid that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the Distributor from responsibility, nor impose liability on any of the member districts, for nonconforming supplies.

7. Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

### **Institution Security:**

Colorado State law prohibits a person from bringing any contraband, such as narcotic substances, weapons, intoxicating liquor or tobacco onto school premises.

The Distributor is required to have sufficient personnel to rotate drivers for deliveries to member districts. The Distributor's representatives and drivers must be able to produce satisfactory personal identification upon request at the member district. It is recommended that all drivers wear company shirts and name badges.

### **ILLEGAL ALIENS:**

Pursuant to Colo. Rev. Stat. § 8-17.5-101 et. seq., the Co-op cannot enter into or renew a public contract for services with a Vendor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

In accordance with the mandatory provisions of Colo. Rev. Stat. § 8-17.5-101 et. seq., Vendor certifies that it has not knowingly employed or contracted with an illegal alien to perform work under this Agreement, and that the Vendor will participate in the E-Verify Program or the Department Program [as defined in Colo. Rev. Stat. § 8-17.5-101(3.3)] in order to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement. Vendor further certifies that it will not enter into a contract with a subcontractor who fails to certify to Vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. Vendor shall not use the E-Verify Program or the Department Program to undertake pre-employment screening of job applicants while the Agreement is being performed.

If Vendor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor shall:

- a. Notify the subcontractor and the Co-op within three days that Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that Vendor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If Vendor violates the provisions of this paragraph, the Co-op may terminate the contract for breach and Vendor shall be liable for actual and consequential damages.

If Vendor is a natural person eighteen years of age or older, Vendor hereby swears or affirms under penalty of perjury that the Vendor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

CRIMINAL RECORD VERIFICATION: Vendor will be required to complete a criminal record check on any person providing services under the agreement, including but not limited to employees, subcontractors or other agents of Vendor who work on Co-op property for this agreement. Employees, subcontractors or other agents of Vendor who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on Co-op property for this agreement. Vendor must complete the Co-op's Criminal Records Check Certification. Vendor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.

**Warehouse Requirements:**

Storage conditions must be as recommended by the Refrigeration Research Foundation. The bidder shall provide warehouse facilities to insure the following:

- Frozen Foods: 0 degrees F or Below
- Chilled Items: Normally 36 degrees F (32 degrees F to 48 degrees F depending on the item)
- Potentially Hazardous Foods: May not exceed 41 degrees F at the time of delivery or the delivery of the product must be refused as outlined in the recently adopted Colorado State Health Code.

**Delivery Vehicle Requirements:**

Delivery temperature of frozen and chilled foods shall be in accordance with the AFDOUS Code as recommended by the Food and Drug Administration (FDA), (Federal), (CO State Health Code).

The bidder must have adequate delivery vehicles as follows:

Van trucks for delivery of dry groceries, freezer and refrigerated trucks for delivery of refrigerated and frozen items;

Dual compartment trucks for combined deliveries of dry or refrigerated groceries; or  
Single compartment refrigerated trucks (0 degrees F) for separate or integrated deliveries of dry groceries and refrigerated items.

**Fuel Surcharges:** Should fuel costs increase, additional fuel charges will not be acceptable under this contract.

**Bid Consideration:**

To receive consideration, bids shall comply with the requirements as published. Bid forms must be signed in ink by a duly authorized agent for the distributor. One (1) physical hard copy of the bid must be returned with the bid response. Refer to Part II General Terms and Conditions, #11. Form of Contract for a listing of all documents which need to be returned with the bid response. All documents listed in #11 must be submitted or the bid may be rejected. Bids shall be submitted to CBFC no later than the date and time indicated on the cover page.

**Taxes:**

Taxes, whether Local, State, or Federal, shall not be included in the bid price.

- A. Federal: The Purchaser is exempted from federal excise tax. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. 91 74 0133K.
- B. Sales tax should be added as a separate item on the invoice only when applicable. **Sales tax shall not be included in the bid.**
- C. Business, occupational, and personal property taxes are the responsibility of the bidder.

**Advertising:**

Award of this contract does not grant the right to the Distributor to utilize the award in any advertising media nor may any school district employee endorse a product or service covered by this contract.

**Estimated Quantities**

All quantities listed in the bid documents are based on data submitted by each member district. The quantities stated are approximated only and are subject to either increase or decrease at the member district's discretion and are stated for the purpose of comparing the bids only. Should the quantities of any of the items be increased, the undersigned bidder shall furnish the additional food products at the unit prices. Should the quantities be decreased, payment will be made on delivered quantities at the bid unit prices. The undersigned bidder will make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. It should be understood member districts may purchase any number of items from the bidder at the bid unit price. CBFC and member districts assume no direct or indirect liability for actual quantities purchased by the individual member districts. Not all members will choose to use all products listed in this bid. There is no requirement forcing the

members to participate in 100% of the items listed.

**All member districts reserve the right to be exempt from the produce, bakery, and dairy portions of Bid 17-20-02.**

**Non-bid Line Items:**

All line items not receiving bid pricing may be ordered. **Pricing will be cost plus fixed fee markup.**

**Additions or Deletions:**

CBFC may add or delete food items as may be deemed advisable at any time during the duration of the contract by letter from the CBFC Executive Director. Prices for items must reflect the Distributor's documented FOB cost plus the fixed-fee markup.

The CBFC will act upon requests by members for adding new items to the non-bid list. Manufacturer discounts should be applied as quoted by the manufacturer. Distributor may place items on the non-bid list without approval from the CBFC. All CBFC members must be updated weekly on price changes, additions and deletions of the non-bid list and bid list.

Fixed-fee markup for items must be quoted in the "Non-bid Items" line in the bid specifications section of this document in the Fixed Fee Column for Brackets A and B.

**Nondiscrimination for Labor Agreements/Contracts:**

The contractor assures the CBFC that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972, as amended.

**Debarment/Suspension and Disclosure of Lobbying Activities:**

Federal Debarment/Suspension and Disclosure of Lobbying Activities forms are attached. These forms are an integral part of this bid and must be completely filled in, signed and returned as part of the bid package in order to be considered as a qualified bidder.

**Evidence of Qualification:**

A bidder whose proposal is under consideration, upon request of the CBFC, shall submit promptly, satisfactory evidence of his/her ability to perform, satisfactory evidence of financial resources such as gross annual sales, equipment available to execute the contract, number of employees and experience with school districts to meet the contract requirements.

**Protest of Specifications:**

Any protests shall be filed and resolved in accordance with Colo. Rev. Stat. § 24-109-102(1).

Protests filed prior to award are to be addressed to the Colorado BOCES office as indicated for Bids on the cover.

Protests filed after the award, and in accordance with Colo. Rev. Stat. § 24-109-102(1) are to be addressed to the CBFC office as indicated for Bids on the cover. Consistent with that statute, should the



Purchasing Agent for CBFC, as a result of the protest review process, decide, “the award should not have been made, CBFC shall notify the bidder who received the award of their intent to cancel the award and reasons therefore.” If an award is cancelled as a result of a protest filed after award, CBFC shall not be liable to the awardee for, and the awardee shall not claim against CBFC, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the awardee’s bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

**Clean Air Act (42 U.S.C. 7401-7671q.)/Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Districts & Delivery Sites**

The estimated case quantities based on any purchased product/40% commodity product, frequency on delivery and delivery destinations for use in preparing your bid submittal is contained on a separate Excel spreadsheet labeled: **Bid No. 17-27-02 Districts and Delivery Sites**. Delivery information is based on each participating district's school calendars. School calendars can be obtained from each school district upon award of this IFB.

**Part III**  
**BID CONTRACT AWARD LETTER**  
**FOOD PRODUCTS & SUPPLIES**  
**BID NO. 17-20-02**

**FOR**  
**COLORADO BOCES PURCHASING COOPERATIVE**

This page must be completed by bidder & submitted with bid response or response will be rejected:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Agent (Please Print)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
Printed Signature, Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

Prompt Payment Discount \_\_\_\_\_% 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

Purchasing (credit) cards accepted: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list major brand below:

\_\_\_\_\_  
Bidder's Company Name \_\_\_\_\_

A Certified check payable to Colorado BOCES Association on behalf of CBFC in the amount of \$10,000 must accompany each bid. The BID BOND document must be included with your bid proposal submission.  
\*\*\*\*\*

**This portion to be completed by COLORADO BOCES FOOD PURCHASING COOPERATIVE**  
The Colorado BOCES Executive Board has awarded the following products on Contract BID NO. 16-09-02 to your company,

\_\_\_\_\_  
CBA Food Purchasing Cooperative  
Tammie Rempe, Nutrition Director  
1200 Grant Street, Denver, Co 80203

Purchasing Signature \_\_\_\_\_

Purchasing Printed Name & Title \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature & Title \_\_\_\_\_ Date \_\_\_\_\_

**Part III**  
**Bidder's Checklist & General Reminders of How to**  
**Submit Bid 17-27-02 or to Submit Questions**

The following forms and conditions must be executed in full as required:

**A. Bid Form.**

Complete all areas in bid specifications. Include all bid document pages where quotations, signatures, dates, and additional information is required or requested including: Commodity Cold Storage, Handling and Delivery, Non-Bid Item Pricing, Bid Agreement, Lobbying Certification and Disclosure, and Debarment and Suspension Certification.

It is recommended that Distributors use the following check list to assure their bid is complete:

**Submit check list with the bid packet.**

- A. Have read/understood and accept the terms and conditions of this bid \_\_\_\_\_ Yes
- B. Have checked the bidders' checklist and submitted with the bid response \_\_\_\_\_ Yes
- C. Signed and enclosed 17-27-02 Bid Contract/Award Letter \_\_\_\_\_ Yes
- D. Signed and enclosed the State of Colorado Non-Collusion Affidavit \_\_\_\_\_ Yes
- E. Signed and enclosed the Certification of Buy American Requirement \_\_\_\_\_ Yes
- F. Signed and enclosed the Affirmative Action Compliance Statement \_\_\_\_\_ Yes
- G. Signed and enclosed the U.S. Department of Agriculture Debarment & Suspension \_\_\_\_\_ Yes
- H. Signed the Certification Regarding Lobbying Child Nutrition Programs \_\_\_\_\_ Yes
- I. Signed the Bid and notarized the bid bond document \_\_\_\_\_ Yes
- J. Completed and submitted pricing sheet for USDA donated commodities, 60-day cold storage and distribution \_\_\_\_\_ Yes
- K. Completed and submitted Flat Fee Mark-up Pricing for non-bid items \_\_\_\_\_ Yes
- L. Completed and submitted the Affirmation of Flat Fee Mark-up Pricing for Bid Items \_\_\_\_\_ Yes
- M. The List of Items to be bid with Price Proposals has been completed and enclosed. \_\_\_\_\_ Yes
- N. The CBFC Districts and Delivery Site Listing has been enclosed \_\_\_\_\_ Yes
- O. You have checked the CBA website for all addendum prior to submission of your bid response and signed and included them with your bid response. \_\_\_\_\_ Yes

**Bidders will submit bid prices on one (1) discs/sticks. The discs/sticks will expedite the bid compilation & award process. The hard copy paper original form, along with the signature page, is required. If a discrepancy between the hard copy/paper bid form and the information on the disc(s)/stick(s) occurs, the hard copy/paper bid will be presumed as being correct.**

**B. Bid Award Contract/Award Letter**

To be filled in and signed by the authorized agent for the bidder.

Copy of the bid bond document has been enclosed. \_\_\_\_\_ Yes

**C. Examination of Site and Conditions.**

Before submitting bid, bidder must:

1. Carefully examine the bid conditions.
2. Fully inform him/herself of existing conditions and limitations.
3. Include in his/her bid sums sufficient to cover all items required by agreement. Bidder must rely entirely upon his/her own examination in making his/her bid.

#### **D. Interpretations/Addendum Procedures**

In the event of error, conflict, or omission discovered in this agreement, bidder shall e-mail **both** Dale McCall [dale.mccall46@gmail.com](mailto:dale.mccall46@gmail.com) and Tammie Rempe [tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com) No phone calls will be accepted. Reference the bid section (i.e. Part 1, #8) in question and the question(s) or concern(s) so an addendum may be distributed to all bidders by CBFC. We will try to respond within 24 hours and post questions to the Colorado BOCES Association website. Answers to all questions may not be made but the question will be stated and an answer of "No response" will be made so that the bidder knows the question was received. It is the intent to answer all questions asked. Questions will be accepted up till 10:00 a.m. MST March 24, 2017. Addendums will be posted on the Colorado BOCES Association website [www.coloradobocesassociation.org](http://www.coloradobocesassociation.org). The path to the addendums is the same as the path to locating the bid documents: Vendors, Current Bids, CBFC Food Products & Disposables Bid No. 17-27-02, Addendums. If there are questions in locating addendums, please contact Tammie Rempe or Dale McCall. Addendums need to be acknowledged by signing the addendum and returning with the bid response. Addendums need to be submitted as a part of the hard copy paper forms of the bid response plus be documented on the one (1) memory stick submitted with the bid response. Do not contact CBFC Board members or CBFC member districts with questions. No CBFC board member or member district shall be responsible for any oral corrections, interpretations, errors, conflicts, omissions or additional compensation prior to the award. These corrections must be documented in writing and submitted as a part of the bid addendum process. Following the opening of the bid and interpretations, errors, conflicts or omissions are discovered by the CBFC member district, the successful bidder shall abide by the award in correction of the interpretation, error, conflict, or omission, and shall be entitled to no additional compensation unless deemed by the member district.

#### **E. Marking the Envelope.**

Envelopes containing the sealed bids shall be marked "**BID NO. 17-20-02**  
for **FOOD PRODUCTS & DISPOSABLES** for the CBFC, Bid Opening: **March 31, 2017, 10 a.m.**"

**By the Members of the CBA:**

#### **A. Purchase Orders.**

Purchase orders to be issued by each individual CBFC member district for services of awarded distributor/s.

**STATE OF COLORADO NON-COLLUSION AFFIDAVIT**

**Bidder must sign and submit with bid response or bid will be rejected.**

\_\_\_\_\_, being first duly sworn, on his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

\_\_\_\_\_ CONTRACTOR

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ year.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_, residing

at \_\_\_\_\_.

**CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS**

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

**We request that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above.**

**On the product bid document please put an X in the column marked "Not American" if the item you are bidding is not of American origin.**

Two situations may warrant a waiver to permit purchases of foreign food products.

1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. **Documentation must be provided to warrant the inclusion of a “Not American” item.**

**By signing below the distributor indicates all products not marked with an X in the bid docs are of American origin."**

**“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”**

Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Completed By \_\_\_\_\_

**COLORADO BOCES PURCHASING COOPERATIVE**  
**AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

**Bidders must sign, date and submit this form with bid response.**

Distributors who desire to provide Colorado BOCES Purchasing Cooperative with equipment, supplies and/or professional services must comply with the following affirmative action contract requirements. During the performance of this contract, the Distributor agrees as follows:

1. The Distributor agrees to comply with all Local, State and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Distributor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Distributor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Distributor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
5. Any Distributor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from any district, or shall be subject to other legal action or contract cancellation unless satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

Acknowledgement: The undersigned acknowledges that he/she has read and understands the foregoing.

Name of Firm \_\_\_\_\_

\_\_\_\_\_

Printed Name of Authorized Signer \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Bid # \_\_\_\_\_ Date \_\_\_\_\_

**SUSPENSION AND DEBARMENT CERTIFICATION**  
**U. S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Instructions for Suspension And Debarment Certification**

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



## **Certification Regarding Lobbying Child Nutrition Programs**

### **Vendor Must Sign and Submit with Bid Submission Response**

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

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

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

Child Nutrition Programs

\_\_\_\_\_  
Name/Address of Organization      Name FNS Grant/Cooperative Agreement

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Affirmation of Bid Item Markup**

CBFC BID NO. 17-20-02  
 BID NO. 17-20-02

**Vendor must complete and submit with bid response or the bid will be rejected.**

Please list below your Fixed Fee for delivery of items listed on the bid item list

Product Category	Bid	Item	Flat Fees	
	A		B	C
Beverages				
Disposables				
Dry Groceries				
Fruits/Vegetables/Juices (dry groceries)				
Frozen Fruits and Vegetables				
Frozen Miscellaneous				
Frozen Protein				
Janitorial and Chemicals				
Produce				
Dairy				
Bakery				
Refrigerated items				
Seafood items				
Shortening/oil/margarine				
Products by the LB				

How are drop size determined? CBFC requests an 8-week average.

\_\_\_\_\_ We use an 8-week average.

\_\_\_\_\_ We use a different method described below

\_\_\_\_\_ This is a summary of how we applied pricing to the Item Spec Spreadsheet

**If you have an Alternate method of pricing for CBFC members, please show the method below and include an explanation of the benefits to the CBFC. Include an additional page if need.**

**Distributor Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_

### **Affirmation of Non Bid Item Markup**

CBFC BID NO. 17-20-02

BID NO. 17-20-02

**Vendor must complete and submit with bid response or the bid will be rejected.**

CB AFC members purchase many items not listed on this bid. It is requested that bidders extend the same flat fee markup to CB AFC members. Please list your flat fee for non bid items, by product category, within the table below. **Please note that this will be used in determining the bid award.**

\_\_\_\_\_ Yes, all products from our company are available at the same flat fee markup as bid items.

<b>Non Bid Items Flat Fees</b>	
<b>Product Category</b>	<b>Flat fee markup per case</b>
Beverages	
Disposables	
Dry Groceries	
Fruits/Vegetables/Juices (dry groceries)	
Frozen Fruits and Vegetables	
Frozen Miscellaneous	
Frozen Protein	
Janitorial and Chemicals	
Produce	
Products by the LB	
Dairy	
Bakery	
Refrigerated items	
Seafood items	
Shortening/oil/margarine	
Small Wares	

**If you have an Alternate method of pricing for CBFC members, please show the method below and include an explanation of the benefits to the CBFC. (add a separate sheet if needed)**

**Distributor Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_

## **CBFC Distributor References**

CBFC requests that bidders provide at least three (3) references of similar type organizations that the distributor services that will verify the ability to perform.

### **Reference information:**

1.     **Name of Organization:** \_\_\_\_\_  
  
       **Address;** \_\_\_\_\_  
  
       **Name of Contact;** \_\_\_\_\_  
  
       **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_  
  
       **Email:** \_\_\_\_\_
  
2.     **Name of Organization:** \_\_\_\_\_  
  
       **Address;** \_\_\_\_\_  
  
       **Name of Contact;** \_\_\_\_\_  
  
       **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_  
  
       **Email:** \_\_\_\_\_
  
3.     **Name of Organization:** \_\_\_\_\_  
  
       **Address;** \_\_\_\_\_  
  
       **Name of Contact;** \_\_\_\_\_  
  
       **Title:** \_\_\_\_\_  
  
       **Phone:** \_\_\_\_\_  
  
       **Email:** \_\_\_\_\_

**RESPONDENT'S CERTIFICATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Contact Name \_\_\_\_\_, Title \_\_\_\_\_

By \_\_\_\_\_

(Authorized Signature)

Email \_\_\_\_\_

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

This Respondent's certification must be signed and returned with your proposal.

## **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we Colorado BOCES Association as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto hereinafter called, in the sum of \$10,000 for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Colorado BOCES Food Cooperative food and supply bid.

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to CBA an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which CBA procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by CBA, Surety shall pay reasonable attorneys' fees and costs incurred by CBA in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The signature of the person executing the Bid Bond form must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the Bid Bond.

**Bid Pricing Specification Sheets**

**Vendor must complete and submit with bid response or the bid will be rejected.**

**Bidders need to refer to the separate Excel document included in the bid packet.**

**Evaluation of Bid Requirements**

Factor	Maximum Rating	Vendor:	Vendor:	Vendor:	Vendor:	Vendor:
10 of items with guaranteed Pricing through 6/30/18	10 points					
Non-Bid Items Fixed Firm Fees.	5 Points					
Ability to provide product through NOI	2 Points					
References	5 Points					
Delivery Services	10 Points					
Minimum number of weekly deliveries	8 Points					
HACCP Program	8 Points					
Bottom line total	20 Points					
Total	68 Points					



