

# ***COLORADO BOCES ASSOCIATION***



*Joining Forces to Enrich Educational Opportunities for Students*

## **Request for Proposal (RFP)**

### **Nutrition Services**

#### **Colorado BOCES Association Child Nutrition Program Technology Solution**

**Bids Due:**

**March 20, 2020 by 3PM (MST)**

**Primary Point of Contact -**

Tammie Rempe, MA, RDN – Colorado  
BOCES FSD  
8102 Bruns Drive, Fort Collins, CO  
80525 email: [Tammie.Rempe@gmail.com](mailto:Tammie.Rempe@gmail.com)  
Phone: 970-290-6874

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# REQUEST FOR PROPOSALS

## Child Nutrition Program Technology Solution

### PROJECT

Colorado BOCES Food Cooperative is seeking a technology solution for Nutrition Services, including menu planning, nutrient analysis and production; inventory, warehouse management, procurement and purchasing; point of sale (POS), meal counting and claiming; meal benefits application, processing and benefits issuance. Mobile payments, meal benefits application and menus to be accessible to district parents via a smartphone. Please review this Request for Proposal (RFP) and follow these guidelines to be considered for providing technology solutions for Colorado BOCES Food Cooperative.

Additional District information and statistics can be found at <https://www.coloradoboces.org>.

### TIMELINE & PROPOSAL GENERAL REQUIREMENTS

- **March 3, 2020** - Post RFP for Child Nutrition Program Technology Solution via Colorado BOCES Association website.
- **March 12, 2020** - Vendor questions due in writing via email (3pm)
- **March, 13, 2020** - Vendor questions answered and posted via addendum on Colorado BOCES Association website (3 pm)
- **March 20, 2020** - Vendor Submissions due to Tammie Rempe, [tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com) (3pm)
- **March 23, 2020 – March 30, 2020** - Customer evaluation period
- **March 31, 2020** - Anticipated award date
- **August 2020** - Goal for implementation to be completed in school districts seeking software

## Section I - GENERAL

The following is presented to describe the general expected vendor performance requirements. Bidders must meet model function requirements as detailed in the *attached* Model Function Requirements (MFR Colorado BOCES Food Cooperative) document. Award will not be based on price alone.

With respect to qualifications/submissions due on **March 20, 2020**, applicants must submit via email or US postal service all required bid components addressed to:

[tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com)

-OR-

Colorado BOCES Food Cooperative Attn:  
Tammie Rempe, MA, RDN  
8102 Bruns Drive, Fort Collins, CO 80525

Please note if your proposal is mailed, it is the Bidder's responsibility to make sure their submittal arrives as noted above. Late submittals will not be accepted due to delays in the delivery method.

Colorado BOCES Food Cooperative will accept delivery of submissions **no later than – March 20, 2020 at 3:00pm.**

**No later than 12, 2020 by 3:00pm**, all official communication from the Bidder regarding questions related to this RFP should be sent via email to:

Tammie Rempe  
BOCES Food Cooperative Director  
Tammie.Rempe@gmail.com

All Bidder inquiries will be addressed at the same time. Responses will be provided to all participating Bidders by addendum via Colorado BOCES Association website <https://www.coloradoboces.org>.

## Section II - BACKGROUND

Colorado BOCES Food Cooperative (herein CBAFC) is bidding for CBAFC members across the state of Colorado. Currently the CBAFC consists of 71 members with the potential of up to 100 members. Members may choose to leave the coop at any time if dissatisfied with purchasing services provided by the Colorado BOCES Association. Should school districts drop out of the Food Cooperative, this bid contract will no longer be available to the member district.

Many districts have enrollments of 50 to 400 students with primarily Spanish and English-speaking students. Due to the nature and size of the districts, this RFP is an effort to improve technology buying power with user friendly software.

We desire user-friendly operating systems for our member districts and customers and want to engage them in the program at every point of contact possible. Colorado BOCES Food Cooperative members are looking for up-to-date, functional software for district software needs within their business operations. Required components and best practices are detailed in the attached MFR Colorado BOCES Food Cooperative 2020.

### **Section III - SCOPE OF WORK**

#### **Technology Solution Needs**

Colorado BOCES Food Cooperative Nutrition Services is seeking technology solutions for all the major components related to the Child Nutrition Program (CNP). These components shall include- menu planning, nutrient analysis and production; inventory, warehouse management, procurement and purchasing; point of sale (POS), meal counting and claiming; meal benefits application, processing and benefit issuance. Additionally, mobile payments, meal benefits application and menus should be accessible to district parents via a smartphone. Point of sale and meal eligibility system(s) must communicate with each school districts student data base system.

Each district will independently decide if they want to be a part of this bid. In addition, each district will choose which parts of the system it wants to implement. Each school district will be required to have their own scope of work and implementation process independent of this BOCES contract.

For those member school districts who want added support from the Colorado BOCES Food Cooperative, the Association is requesting that the software be provided for the Colorado BOCES Association Food Service Director to enter recipes, menu plans and production records for those school districts with district flexibility to make site based menu changes as desired.

It is anticipated that the selected technology solution(s) will perform a variety of functions, to include-

#### **Menu Planning, Nutrient Analysis & Production**

- Robust ingredient and recipe databases
- Ability to enter local ingredients and recipes
- Ability to flag food allergens
- Ability to search by food allergen
- Meal component contribution tracking and analysis
- Compliant nutrient analysis
- HACCP entry within recipes
- Recipe costing analysis
- Production record entry and tracking
- Ability to change type face within recipes
- Ability of Colorado BOCES to menu plan with local control to change menus/production records as necessary

## **Inventory, Warehouse Management, Procurement & Purchasing**

- Incorporates warehousing best practices (i.e. FIFO)
- Ability for real time inventory change.
- Ability to calculate/identify quantity forecasted, quantity on order, quantity available
- Interface with vendors (for ordering as well as item entry)
- Backorder, variance, substitution logs
- Product traceability
- Ability to set par levels and receive notifications for replenishment
- Inventory valuation through the system

## **Point of Sale**

- Allows for efficient speed of service
- Provides real time data
- Simple interface
- Ability to run on Handheld/tablet, iOS/Android etc.
- Accept credit/debit cards
- Adult account management for the kitchens
- Export for claim to state agency reporting website
- Meal payments- ability to transfer money from account-to-account
- Ability to set low balance limits that would email customers who opt in
- Ability for customer (parents) to initiate a refund online via email to Nutrition Services staff
- Ability to upload student photos in bulk
- Capability to input student's identification number at point of sale (i.e. pinpad, card reader, etc.)

## **Meal Counting & Claiming**

- All meals claimed at enrolled site (rather than point of service site)
- Refer to Reporting Data Elements tab of the Colorado BOCES Food Cooperative 2020 RFP

## **Support, Service & Training**

- Accessible phone and online support during regular business hours (6am – 6pm MST)
- Friendly, knowledgeable and effective support staff available for both district employees and parents/families
  - Support and service must be well versed and educated about USDA Child Nutrition Programs (CNP)
- Updated release notes provided before each update is performed
- Spanish speaking support staff and translated training materials available
- Ability to access training mode for all modules using local data
- Guided training/videos

## **Meal Benefit Application, Processing & Benefit Issuance**

- Mobile meal benefits application for parents/guardians
- Scanned application processing is preferred
- Translation services provided for meal benefits applications and letters in: Spanish, English
- Simplified path for Direct Certification transfer to and from state agency and district database
- Auto process for online applications submitted with no errors
- Robust ability for extending household eligibility (i.e. match on: address, phone number, parent's name, etc.)
- Common student information systems include software such as PowerSchool and Infinite Campus.

## **Section IV - PROPOSAL FORMAT**

The vendor's RFP response must be organized in the following manner, with all pages numbered consecutively:

### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 1**

#### *Cover Letter*

Vendor must confirm they understand the RFP requirements and commit to meeting these requirements.

- Vendor must provide complete contact information.
- Letter must be signed by person authorized to bind the vendor.

#### **Index**

### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 2**

#### *Executive Summary*

The executive summary should discuss, at a very high level, the vendors understanding of Colorado BOCES Food Cooperative member districts Nutrition Service Department's needs. The vendor should provide a brief overview as to why the vendor would provide the best solution to further the Cooperative's goals, including a complete statement of qualifications.

### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 3**

#### *Vendor Information*

This section should include the following at a minimum:

- Vendor history and performance data, and any other information that may assure

- the firm's qualifications.
- Proof of financial stability
- Firm's organization and ownership, as well as its relationship with financial institutions, if any
- Proposed staff, relevant experience and resumes
- References – Vendors shall list all school districts where similar services have been performed (emphasis on school districts in Colorado)  
Reference information should include:
  - ✓ District contact name and contact information
  - ✓ District size
  - ✓ Information on contract start/end dates as well as a scope of services performed

#### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 4**

##### *Implementation/Technical Requirements*

Describe the firm's transition process requirements, outlining timelines and any needs for district staff involvement during transition, as well as, any prior records that may need to be attained from incumbent auditor.

#### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 5**

##### *Solution Narrative*

The vendor may include in this section any additional information/screenshots supporting the vendor's solution, including but not limited to, timelines, support etc.

#### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 6**

##### *Pricing*

Vendor's response should include, but not be limited to, the following:

- Completed Pricing Schedule for member school districts identifying each part of the software (startup, maintenance, hosting, site licenses, etc.) so districts can mix and match their own solution.
- Vendor to provide a pricing schedule by 'Module'
- Pricing will be fixed for the term of the contract, and any terms for price increases if allowed.

#### **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 7**

##### *Exceptions & Sample Contract*

BOCES has provided a sample contract (Exhibit 1) for school districts to use. Any exceptions to the Member District's sample contract or terms and conditions should be listed in this section. BOCES will award the contract on a 1 year basis with the option to roll the award contract over for up to 10 years based on service and customer satisfaction of the school districts.



Pricing will be fixed based on the number of school districts participating in this contract.

## **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 8**

### *Other Vendor Materials*

Vendors should use this section to provide the BOCES Association with any other relevant information concerning the vendor's offerings, awards, recognitions or any additional relevant information.

Each contract will spell out which 'modules' the district wants to purchase.

## **OFFEROR'S RESPONSE MANDATORY REQUIREMENTS 9**

### *Proposal Acknowledgement*

Colorado BOCES has provided a proposal acknowledgement (Exhibit 2). Vendor should include executed copy of this form.

## **Section V – GENERAL CONDITIONS OF THE AGREEMENT**

### **ARTICLE 1 - DEFINITIONS**

**PURCHASE ORDER** – an enforceable contract that is written evidence of the purchaser's acceptance of the contractor/seller's previous and un-retracted offer to sell the goods and/or perform the work of the purchase order for the price stated therein.

**GOODS** – the merchandise, material, and/or labor the contractor/seller is to provide to the OWNER by operation of the purchase order.

**OWNER/PURCHASER** – Colorado BOCES Food Cooperative Colorado BOCES Food Cooperative Department, acting by and through the School District or its' designee.

**CONTRACTOR/SELLER** – The sole proprietorship, partnership, or corporation to which the purchase order is addressed.

**USING AGENCY** – any department, commission, board or public agency requiring supplies, services, or construction.

### **ARTICLE 2 - INSPECTION OF WORK**

The authorized representative of the using agency, including but not limited to a department head, or other designated representative, shall be given an opportunity to inspect the goods which are the subject matter of this purchase order. If inspection occurs off the OWNER'S premises, the CONTRACTOR/SELLER shall provide safe, convenient and proper facilities for such access and inspection.

### **ARTICLE 3 - CHANGES IN THE WORK for Member School Districts**

The award of this bid will allow all Member School Districts of the Colorado BOCES Association Food Cooperative for a maximum of 100 Member SFAs to acquire the same commodities at the same pricing.

### **ARTICLE 4 - PLACE FOR DELIVERY OF GOODS**

Unless otherwise agreed, the place for delivery of the goods is the OWNER'S place of business.

### **ARTICLE 5 - SALE ON APPROVAL**

All goods sold to the OWNER are "sale on approval" and may be returned to the CONTRACTOR / SELLER at the convenience of the OWNER any time before use at the CONTRACTOR / SELLER'S risk and expense, or at any time if the goods are nonconforming or defective. The OWNER agrees to notify the CONTRACTOR / SELLER within a reasonable time of its election to return the goods for the convenience of the OWNER.

### **ARTICLE 6- DEDUCTION FOR NON-CONFORMING GOODS**

If the OWNER deems inexpedient the repair or replacement of damaged or nonconforming goods, or of labor or work not performed in accordance with the contract, the OWNER shall make an equitable reduction of the contract price.

### **ARTICLE 7 - INSURANCE**

The CONTRACTOR / SELLER shall procure, at his own expense, and maintain for duration of any work, adequate insurance coverage. Colorado BOCES Food Cooperative School Districts shall be issued certificates as an additional insured. The coverage shall include Standard Worker's Compensation and Employer's Liability coverage covering all employees engaged in performance of work at the OWNER'S place of business, in the amount required by State Statutes. The CONTRACTOR / SELLER shall also maintain comprehensive General Public Liability and Property Damage Insurance and Comprehensive Auto Liability and Property Damage Insurance in an amount acceptable to the OWNER. Evidence of all insurance coverage shall be submitted to Member School Districts upon demand in a form acceptable to Member School Districts.

## **ARTICLE 8 - OWNER'S RIGHT TO TAKE OVER THE WORK**

If the CONTRACTOR / SELLER should fail to deliver the goods or merchandise properly and diligently, or default in performance of any provision of this purchase order and its collateral documents, the OWNER after written notice to the CONTRACTOR / SELLER and his surety (if there is such) may without prejudice to any other remedy the OWNER may have, dismiss the CONTRACTOR / SELLER and have another complete the contract and may deduct the cost of doing so from any unpaid balance of the contract price due or to become due to the CONTRACTOR / SELLER. If such cost of completing the contract is in excess of the unpaid balance of the contract price, the CONTRACTOR / SELLER shall reimburse the OWNER the cost of any excess which OWNER has paid or will pay. The OWNER shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

## **ARTICLE 9 - OWNER'S RIGHT TO SUSPEND CONTRACTOR / SELLER'S PERFORMANCE**

For good and sufficient cause, such as (a) faulty workmanship, (b) CONTRACTOR / SELLER'S failure to carry out any reasonable order or to deliver conforming goods or to perform any provision of the purchase order and collateral documents, (c) any other circumstance unfavorable for delivery of the goods or completion of the work or (d) for the convenience of the OWNER, the OWNER shall have the right to suspend the CONTRACTOR / SELLERS performance of the work. Notice of such suspension shall be in writing. The CONTRACTOR / SELLER shall resume performance of the work promptly when so notified in writing.

## **ARTICLE 10 - ACCEPTANCE AND FINAL PAYMENT**

Within a reasonable time after delivery of goods or completion of work related to the goods, the OWNER will make an inspection to determine whether the goods have been delivered in accordance with the purchase order contract and collateral documents. When the OWNER indicates acceptance of the work, the CONTRACTOR / SELLER may requisition final payment, including retainage, if any, on account of the purchase order contract price.

## **ARTICLE 11 - GUARANTEE AND WARRANTIES**

The CONTRACTOR / SELLER shall furnish the OWNER with a written guarantee for one (1) year covering all labor, materials, and workmanship incorporated in the goods and work performed related to the goods. The CONTRACTOR / SELLER, in instances of work performed or material, goods, or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to the OWNER upon delivery of the goods. Such warranties will in nowise lessen the CONTRACTOR / SELLER'S responsibilities under the purchase order documents.

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Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

#### **ARTICLE 12 - POST-DELIVERY INSPECTIONS**

Final payment made to the CONTRACTOR / SELLER upon delivery of the goods shall not operate to relieve the CONTRACTOR / SELLER of responsibility for faulty goods, material, or workmanship and, unless otherwise provided, the CONTRACTOR / SELLER shall remedy any defect due thereto and pay for any damages resulting there from which shall appear within one (1) year from the date of final acceptance of the work, which date will be that determined by the OWNER.

If the CONTRACTOR / SELLER fails promptly to correct non-conforming goods or to make repairs on said goods, the OWNER may correct any defects and deficiencies and charge the CONTRACTOR / SELLER for the cost thereof.

#### **ARTICLE 13 - DISPUTES**

Any dispute arising out of this contract which is not disposed of by agreement shall be decided by the Member School District. Pending final decision of a dispute hereunder, the CONTRACTOR / SELLER shall proceed diligently with the performance of this contract.

#### **ARTICLE 14 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Colorado Statutes) shall prevail as the basis for contractual obligations between the seller and the Member School District for any terms and conditions not specifically stated in this Contract.

#### **ARTICLE 15 - INDEMNIFICATION**

The Contractor shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of action, including the reasonable cost of defense which is caused by any negligent act or omission of the Contractor, its agent, servants, or employees in the performance of professional services under this Contract.

The Contractor also agrees to indemnify and save harmless and defend the District, its agents, servants, and employees from and against all liability arising out of any claim, demand or cause of action, of whatsoever kind or nature, and arising out of any conduct or misconduct of the Contractor not included in the paragraph above for which the District, its agents, servants or employees, are alleged to be liable, except for liability, losses and costs caused solely by the negligence of the Member District.

#### **ARTICLE 16 - INDEPENDENT CONTRACTOR**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to the Contractor's sole discretion, supervision and control. The Contractor shall exercise control over the means and manner, in which it and its employees perform work and, in all respects, the Contractor's relationship and the relationship of its employees to the District shall be that of an independent contractor and not as employees or agents of the Member District.

#### **ARTICLE 17 - RFP CANCELLATION**

Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled.

#### **ARTICLE 18 - MINOR INFORMALITIES**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the District

#### **ARTICLE 19 - ACCEPTANCE OF RFP TERMS**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgement of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the Tab 6 of the response content. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

#### **ARTICLE 20 - OTHER STATUTES**

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no WCSD6 employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

## SECTION VI – EVALUATION CRITERIA AND AWARD

All proposals in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

In preparing responses, bidders should describe in detail how they propose to meet the specifications as detailed in previous sections. The evaluation team will conduct an in-depth review and evaluation of each proposal against the evaluation criteria and other specification requirements. Criteria will be assigned the following points value.

Selection Criteria	Point Value
<b>Firm History and Services</b> – Firm expertise and work history. Proposed staff, references, network of user groups and vendor capabilities	<b>5</b>
<b>Functionality</b> – proposed solution meets District’s required functionality. Vendor has complete understanding of the District’s needs and solution meets/exceeds capabilities required	<b>25</b>
<b>Support Approach</b> – Vendor proposal includes a single point per function of contact model. Proposal includes full support model from implementation, training and support	<b>20</b>
<b>Technical Requirements</b> – Proposal meets or exceeds District’s technical requirements	<b>5</b>
<b>Proposed fee schedule</b> – Total price and cost effectiveness of proposal. Each Module is priced separately to allow districts to pick and choose	<b>40</b>
<b>Proposal</b> – Information is complete in format requested and proposed fee is comparable to other firms	<b>5</b>
<b>TOTAL POINTS</b>	<b>100</b>

## **Basis of Award**

Member District representatives intend to award a Contract(s) resulting from this solicitation to the highest ranking responsive and responsible firm(s) whose offer(s) will be most advantageous to Member Districts, based on the evaluation factors (criteria) presented above, and pending required approvals and funding availability.

Member District representative evaluating this proposal reserves the right to reject any or all proposal offers and to waive informalities and/or irregularities in the offered proposals. The Member District representatives reserves the right to accept an offer other than the lowest price offer, provided that in the sole judgment and discretion of the all Districts, the item/project/service offered is in the best interest of the Member Districts.

Member school district who choose to take advantage of this opportunity will be responsible to contact the awarded companies designated contact with the intent of entering a district contract. At this time, the district will be responsible for the scope of work. Should the district ask for the Colorado BOCES Food Service Director's assistance in implementation, the district will be required to include this in their contract. In addition, the school district would need to contact the CBA Food Service Director for assistance in the implementation process.

## Sample Contract

### CONTRACT FOR SERVICES

**THIS AGREEMENT**, made and entered into this \_day of June 2014 by and between Member District (DISTRICT) AND, \_ of \_(CONTRACTOR).

(CONTRACTOR) TAXPAYER ID NUMBER IS:

IN CONSIDERATION FOR: CONTRACTOR will provide services

CONTRACTOR will receive compensation not to exceed

CONTRACTOR must invoice DISTRICT to effect payment.

THESE ITEMS WILL BE COMPLETED BY:

**INDEPENDENT CONTRACTOR:** The parties acknowledge that CONTRACTOR is an independent contractor and that nothing herein shall create the relationship of agent, employee, partner, joint venture or otherwise. Therefore, the officers, agents and employees of CONTRACTOR are not agents or employees of the DISTRICT. The DISTRICT will not be obligated to pay or provide any benefits to agents or employees of CONTRACTOR. Further, neither the DISTRICT nor any of its officers, agents, or members of the Board of Education shall be held liable or responsible for damages or injuries caused by any act or omission of CONTRACTOR or any of its employees.

**BACKGROUND CHECKS:** The CONTRACTOR warrants that it has complied with the provisions of Colo. Rev. Stat. §22-32-122(1.5), and that CONTRACTOR has caused to be performed a criminal background check for any person providing services under this agreement, including any subcontractor or other agent of the CONTRACTOR, if the person provides direct services to students, including but not limited to transportation, instruction, or food services. The background checks required by this paragraph shall be required only for those persons who have regular, but not incidental, contact with students at least once a month. The results of any such background check will be made available to the DISTRICT upon request.

**NO PECUNIARY INTEREST:** No member of the Board of Education, nor officer or employee of the DISTRICT shall have any pecuniary interest, direct or indirect, in the within agreement or the payment provided here under.

**TAXES:** The DISTRICT, as a purchaser, is exempt from federal excise taxes and from state and local government sales and use taxes. The CONTRACTOR is hereby notified that when materials are purchased for benefit of the DISTRICT, such exemptions apply, except that in certain political subdivisions, the vendor may be required to pay sales or



use taxes even though the ultimate product or service is provided to the DISTRICT. These taxes will not be reimbursed by the DISTRICT.

SOFTWARE MODULES DISTRICT DESIRES TO PURCHASE: (Please select boxes)

- |  |   |
|--|---|
| <input type="checkbox"/> Student Management System | <input type="checkbox"/> Inventory          |
| <input type="checkbox"/> Point of Service          | <input type="checkbox"/> Production Records |
| <input type="checkbox"/> Menu Planning             | <input type="checkbox"/> Purchasing         |
| <input type="checkbox"/> Accounts Receivable       | <input type="checkbox"/> Accounts Payable   |
| <input type="checkbox"/> General Ledger            |   |

NON-DISCRIMINATION: All parties in performance of this agreement shall comply with applicable provisions of law regarding non-discrimination. In performance of the within contract, all parties and their agents and employees shall fulfill and comply with all applicable laws regarding prohibition against discrimination based upon national origin, ethnicity, race, age, gender, religion or disability.

ILLEGAL ALIENS: Public Contract for Services, CRS 8-17.5-101 and Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended.

- CONTRACTOR certifies that the CONTRACTOR shall comply with the provisions of CRS 8-17.5-101 et seq. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
- CONTRACTOR represents, warrants and agrees that it (I) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (II) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(B)(I).
- CONTRACTOR shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the CONTRACTOR fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., Colorado BOCES Food Cooperative may terminate this contract for breach and the CONTRACTOR shall be liable for actual and consequential damages to \_\_\_\_\_

Executed this \_\_\_\_ day of MONTH/YEAR \_\_\_\_

**By:** \_\_\_\_\_

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

**By:** \_\_\_\_\_

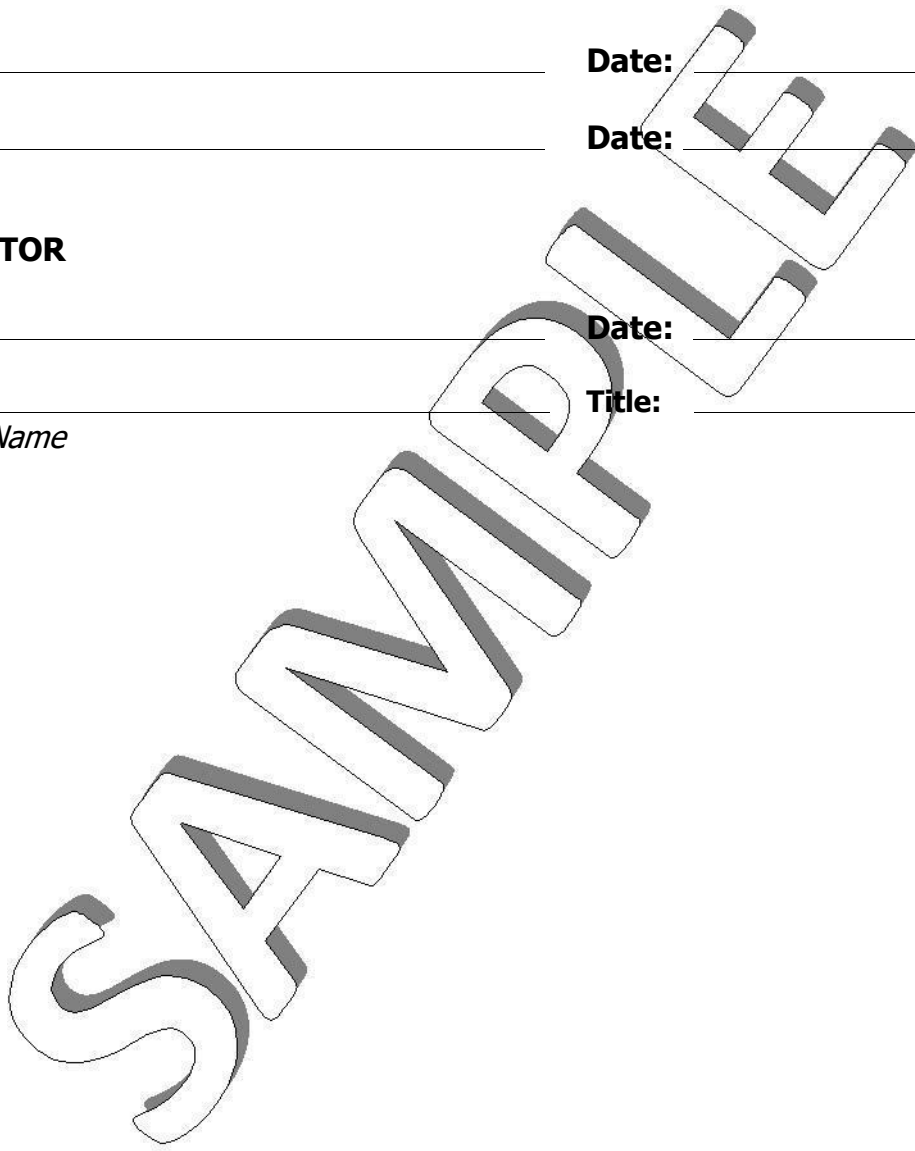
**Date:** \_\_\_\_\_

**CONTRACTOR**

**By:** \_\_\_\_\_

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

\_\_\_\_\_  
*Print Name* **Title:** \_\_\_\_\_



## PROPOSAL ACKNOWLEDGEMENT

The bidder hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter or Tab 6 of your response.

*Original Signature by Authorized Officer/Agent*

\_\_\_\_\_  
*Name (printed)*

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Vendor Mailing Address*

\_\_\_\_\_  
*Phone Extension*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Proposal Valid Until (minimum 90 days)*

\_\_\_\_\_  
*E-Mail Address*

\_\_\_\_\_  
*Website Address*

**Project Manager -**

\_\_\_\_\_  
*Name (printed)*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Vendor Mailing Address*

\_\_\_\_\_  
*Phone Extension*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*E-mail Address*

## 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 \_\_\_\_\_.

**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 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

## CBFPC Vendor References

CBAPC 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:** \_\_\_\_\_