

**COLORADO BOCES ASSOCIATION**



*Joining Forces to Enrich Educational Opportunities for Students*

**BOCES Food Purchasing Cooperative**

Child Nutrition  
Tammie Rempe, MA, RD

**February 12, 2021**

**REQUEST FOR PROPOSAL  
FOOD PRODUCTS & DISPOSABLES  
FOR  
BOCES FOOD PURCHASING COOPERATIVE  
BID NO. 02-12-2021**

Bid due date and time  
**April 16, 2021 4 pm MST**

Colorado BOCES Association  
[www.coloradoboces.org](http://www.coloradoboces.org)

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

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**FOR**  
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**CBFC PURCHASING COOPERATIVE**  
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**GENERAL INFORMATION AND DEFINATIONS:**

This Request for Proposal is a joint purchasing cooperative effort by and between current members being served during this contract period. The current school members are listed on the attachment entitled CBFC districts and delivery sites. CBFC reserves the right to add or delete up to 10% of 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.

Sealed proposals 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, **4:00 PM MST on April 16, 2021**, for **FOOD PRODUCTS & DISPOSABLES**. CBFC board members will evaluate, recommend an award and will issue the award no later than **April 27, 2021**. Tentative date of formal bid opening will be **April 23, 2021, 2 pm** via a zoom meeting. (Due to COVID 19, districts are currently unable to accept guests into their districts). **Responding Proposers must contact Tammie Rempe @ [tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com) and ask for a link to a vendor secure drop box file. All files must be in the Proposers drop box by bid due date: April 16, 2021 at 4:00 PM MST. Tammie Rempe will lock all Proposers drop box files on April 16, 2021 at 4:00 PM MST. Files will be shared with the evaluation committee on bid opening day.**

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 **May 3, 2021**. CBFC will then submit the recommendation at the July quarterly meeting to the Colorado BOCES Association Executive Board for final 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 NO. 02-12-2021, 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.

The Colorado BOCES Association is a school district purchasing cooperative that 72 school district members throughout the state serving approximately 1.5 million meals per year with annual purchases of \$5.5 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.

**This RFP requests services for all school districts on the member list. Due to the large geographic area, vendors may *co-bid* with a distributor in a neighboring state or choose to serve only the east or west regions.**

Our goal is to provide member districts with quality delivery services and the most nutritional products for Colorado children at the best possible 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 with price being the priority when determining final selection.

TIMELINES

Calendar of Events	
Action	Date/Time
RFP released	February 12, 2021
RFP approximate advertising date	February 12, 2021
Deadline for submission of any communications/questions from Distributor(s)	April 3, 2021, 4 pm. MST
Deadline for the CBFC to issue addendums/responses to questions to RFP	April 7, 2021 4 pm MST
Proposal due date	April 16, 2021 4:00 p.m. MST
Proposal scoring and negotiating	April 23, 2021
Approval and award	May 3, 2021

**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 BID NO. 02-12-2021.

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

It is required Bidders complete and submit their bid in hard copy (paper) format plus an electronic to be placed in Proposers secure drop box by bid due date and time. The drop box link will then be shared with members at the time of opening.

The paper form, along with the signature pages, is required. If a discrepancy between the paper bid form and the information on the electronic copy, 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 solicitation closing 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 through all errors and initial.

**6. Information to Provide: 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 can be corrected at the coop board discretion and approval. The 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 to Tammie Rempe, 8102 Bruns Drive, Fort Collins, CO or [tammie.rempe@gmail.com](mailto:tammie.rempe@gmail.com), 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 RFP 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 2021-2022 school year and is with the CBFC. The contract begins on July 1, 2021 and ends on June 30, 2022. Deliveries shall begin July 1, 2021. 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 three (3) years.

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

Tammie Rempe, Student Nutrition Director, 8102 Bruns Drive, Fort Collins, CO 80525 or email: Tammie.Rempe@gmail.com

Dale McCall, CBA Executive Director, 11274 Weld County Road #17, Longmont CO 80504 or email: dale.mccall46@gmail.com

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 three (3) years. 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 any food item listed in the technical specifications and up to 30 items per annual audit. Invoices, pricing structure and documentation using pricing method will be provided to BOCES upon request. BOCES committee members will take 30 days to review pricing for compliance.

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 with pricing being the primary factor. 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.

**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. All member districts will be expected to order on AVERAGE 20 cases per delivery. Produce and dairy products will not be subject to the BOCES Food Cooperative \$0.30 per case fee.

**B. Evaluation Criteria**

The CBFC will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. Each voting member of the CBFC bid committee will fill out evaluation criteria independently using their experience and professional judgment, minus the pricing criteria which will be filled in by the CBFC Administrator once all proposals have been evaluated.

Criteria	Maximum Score
Pricing – Market Basket	70
Pricing – Remainder of Items based on same pricing method as market basket	30
Regions - Additional Points for Being Able to Service Both Regions	30
Colorado Grown Products	30
Ability to meet service characteristics and fees charged as indicated in Section III – B, C, D & E	60

<b>Total Possible Points</b>	<b>220</b>

**D. Proposal Selection**

Upon completion of evaluation of proposals, the CBFC shall negotiate with the responsible Distributor(s) that submits the most responsive proposal. Agreement award is contingent upon the CBFC and Distributor(s) reaching mutually agreeable terms. Other Distributors that have submitted proposals will be notified when negotiations have been completed.

The CBFC reserves the right to:

- a) waive any irregularities or informalities in proposals,
- b) accept or reject any and all proposals or portions thereof, in the best interest of the CBFC. If necessary, a new RFP may be issued. The CBFC will take actions as deemed appropriate.

**Rejection of Proposal:** Changes in or additions to the RFP or any other modification of the proposal forms which is not specifically called for in the solicitation documents may result in the CBFC’s rejection of the proposal as not being responsive. No oral, written, or telephonic modifications of any proposal submitted will be considered.

**III. CBFC REQUIREMENTS**

**A. Pricing Method and Fees**

The Market Basket (excel file) is established to represent 80% of the total estimated value of the contract to be awarded. Each district/entity estimated quantities needed for the year. Those quantities have been summarized into East and West for the purpose of this RFP, and each district/entity will make best effort to meet those estimated quantities.

The required methods for determining product prices in the agreement is “**Firm Price only**”. The Firm Price method shall be used for all items except milk, fresh fruit and fresh vegetables, and refrigerated meat items in the Market Basket. All Firm Prices will be held for the entire length of the one (1) year contract (July 1, 2021- June 30, 2022 however, members would be willing to discuss variance pricing as needed prior to award. All other items (fresh fruit, fresh produce, milk and fresh protein) shall employ the weekly/monthly fixed price method. Documentation for increasing dairy pricing must be sent to the CPFC administrator and school districts the 1<sup>st</sup> of each month. Prices quoted must be net of all discounts and rebates. Non-bid items will be priced using the same methodology as the market basket items.

“Cost” is derived from the most recent invoice cost to the Distributor’s distribution center of such product plus applicable freight charges to deliver such products to the Distributor’s distribution center and participating school districts. Storage and handling charges associated with forward purchases, if any, should also be included.

**Proposals utilizing a “Cost plus Percentage” will be immediately eliminated from consideration.**



Distributor(s) shall ensure that all discounts, rebates, credits, and allowances, specifically for CBFC, it receives are passed onto the CBFC members. This includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to the CBFC; allowances attributable to the CBFC volume; performance-based allowances; fees for merchandising service, and performance-based discounts when they are specifically intended for the CBFC. The Distributor(s) will maintain records and source documents in support of all such costs, discounts, rebates, and credits. All such discounts, rebates, credits and allowances are to be accommodated within two billing cycles.

Sufficient detail and information must be supplied to the CBFC to identify allowable and unallowable costs, as well as the amount of all discounts, rebates and other applicable credits on invoices.

### **Administration/Marketing Fee**

An BOCES administration fee of \$0.30 per case on all commercial items shipped will be paid by the Distributor(s) to the Administrator listed above in Section II-A. This fee will exclude, produce, dairy and split cases.

### **B. Ordering Procedures**

Each Distributor(s) will have an online ordering method available. The CBFC would like to have available additional alternative ordering methods. Please describe in the RFP alternative methods available. Distributor must provide order item numbers for all locations prior to the effective date (if awarded) so that if some of the districts are being serviced out of a different location, they have the item numbers they need to reference. All items in the market basket must be ready to be ordered in the online environment at the start of the contract. Any minimum order requirements or fees must be outlined and identified in Distributor's proposal.

### **C. Substitutions and Special Orders and Split Cases**

The CBFC expects the Distributor(s) to fulfill 97 percent of orders without shortages, outages or substitutions. If Distributor(s) is temporarily out of stock of an item, they may deliver an equal or superior product at an **equal or lower price. School district has the right to refuse a substitution within 24 hours of delivery. It is imperative the substitution be equivalent or superior in serving size amounts and quality.** The items specified in this document were selected based on superior product attributes and demonstrated performance in use and preference. The CBFC member affected by substitution must be notified of any substitution and samples, certification, and nutritional data provided as specified. Substitutions must meet child nutrition program meal component contribution requirements.

Special orders will not ship out automatically. The Vendor(s) will work with the assigned representative for the affected CBFC Member as to the delivery date of each order. **Any items that will be special orders must be noted on the Market Basket Pricing.** All other items shall be available in stock. Please provide the process involved and timelines expected for delivery for any special-order items. CBFC members. may choose to negotiate special order processes and delivery times.

At times there is a need for split case items especially for smaller districts/members. Please provide your policy as it relates to split case items and the fixed price.

## **D. Delivery**

Individual Members/Schools, their regions and their delivery locations, as well as delivery frequency are listed in Attachment A.

Delivery days and times will be defined with each member of the CBFC. Distributor must coordinate with each Food Service Manager/Director to accommodate during holidays and any other times when the schools may be closed, as well as delivery times to be coordinated with lunch schedules, bus arrival, departure traffic, etc. The CBFC will provide a school calendar to the awarded Distributor(s) to assist in this coordination.

If at any time, a delivery cannot be made within two hours of scheduled time, the Distributor must notify the school and the Food Service office to negotiate an alternate delivery time during that same day whenever possible. Unscheduled deliveries may be refused at the Distributor's expense. Frequent occurrences may result in cancellation of the contract.

Deliveries shall be made Monday through Friday with the exception of pre-scheduled closures or inclement weather. Night drops may be negotiated by the distributor and school district. When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day or as arranged with the Food Service Manager/Director in advance.

All shipments shall be delivered FOB: Destination – no freight, fuel or delivery surcharges will be allowed during the duration of the school year July 1, 2021 – June 30, 2022. Should fuel charges increase in the future, any potential fuel surcharges must be agreed upon by both parties in writing before they are considered allowable expense of the contract.

All delivery personnel that arrive during regularly operating school hours are required to check in with the front office and go through any safety and security checks that may be in place by the individual district/entity.

## **F. Payment Terms**

Each individual School District shall remit payment to the Distributor(s) in 45 days from the date of receipt and approval of invoices. Districts will not pay interest on late payments.

The Distributor(s) will issue credit invoices within one week of notification by the school site. Invoices will accompany the delivery.

Describe acceptable payment methods, including if credit card payment is available and if so, what fees may be associated with credit card payment. Also, include any prompt pay discount information if allowed.

Distributor(s) will remit payment of the administrative fees to the Administrator of the CBFC monthly, calculated on the previous month's cases delivered (with the exception of produce and dairy).

## **G. Product Specifications**

### **Product Formulation statement documentation:**

CBFC requests that ALL Product Formulation Statements are attached to products in the CBFC catalog.

Refer to the CBFC's Market Basket (Attachment G) for product specifications and anticipated purchase quantities.

**Complete all required columns for each product.** If the brand field states, "Approved Equivalent" or "Equivalent," indicate the brand name, pack size, product number, and item number of the item you are bidding. CBPC may reject substitutions if quality does not meet the specifications.

Quantities shown in the Market Basket are based on previous years' purchases and estimates from administrator and are accurate to the best of our ability. However, Distributors must understand that a quantity stated on an item does not constitute a guarantee to purchase any amount in excess of requirements of the school entity.

#### **IV. STANDARD TERMS AND CONDITIONS**

The following standard terms and conditions shall be incorporated into the agreement.

##### **Recordkeeping**

Books and records of the CBFC's purchases shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the CBFC, state and federal representatives and auditors.

##### **Auditing Rights**

The CBFC reserves the right to conduct quarterly audits to ensure that the CBFC receives the best possible Net Delivered Price for all goods covered by this contract. Distributor(s) shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. The Distributor(s) shall furnish computer verification of costs for line items quarterly. These reports will be due to the Administrator by the 15<sup>th</sup> of the month following the calendar quarter.

The CBFC will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10 percent is found, a complete market basket audit may be performed. The Distributor(s) shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong. Audits by CBFC to be conducted electronically.

##### **Food Laws**

Distributor(s) shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities.

A letter of guarantee of compliance with food laws shall be attached to this RFP.

Upon request from the CBFC, Distributor(s) shall also provide:

- latest facility inspection forms and comments from applicable federal, state and local agencies,
- procedures for food safety and sanitation, including procedures used for product holds or recalls.

Foods received shall maintain the cold chain, where applicable. Frozen products shall arrive frozen, refrigerated product not frozen and dry goods not frozen. All foods shall be received in good condition. The Vendor(s) shall not be paid for items that do not comply with temperature requirements, damaged products or products that show signs of spoilage.

USDA Processed Foods; the Distributor will work with vendors who have a National Processing Agreement with USDA, to comply with 7 CFR 250 Part C.

- Distributor must charge the districts pricing obtained from the Colorado Department of Human Services Food Distribution Division.
- Upon award, the Distributor must enter into an agreement with each vendor an SFA has awarded their business as described in 7 CFR 250.30(a).
- The Distributor will need to conduct a proper Title Transfer of USDA Processed Foods, at the time of delivery receipt, as described in 7 CFR 250.11(e).
- The Distributor will understand the various value pass thru systems, USDA Processed Foods sales and crediting for the value of USDA Foods as described in 7 CFR 250.36.
- USDA Processed Foods must be stored in a manner that protects them against theft, spoilage, damage, in sanitary conditions, at the proper temperature and humidity and with adequate air circulation in accordance with 7 CFR 250.14(a).

### **Insurance**

Distributor(s) shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. USDA Processed Foods must have insurance coverage which covers the entire value of the processed food being stored on behalf of the SFA in accordance with 7 CFR 250.14(d)(7).

### **Taxes**

Each individual Member is a Colorado public School Food Authority (SFA). Colorado SFA's are exempt from State of Colorado sales tax. All invoices shall not include any State of Colorado sales tax charges. Each Member of the CBFC will provide Tax ID upon request.

### **Buy American**

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. The "Buy American" requirement (7 CFR Part 210.21(d)) specifies that the SFA should purchase domestically produced food and food products. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and

2. competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor(s) as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor(s) shall outline their procedures to notify the SFA when products are purchased as non-domestic.

1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the SFA.
2. Any non-domestic product delivered to the SFA, without the prior, written approval of the Food Service Director, will be rejected.

Distributor(s) will affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule by signing this RFP.

Buy Colorado - Coop members request that Colorado Grown items be provided to those districts who wish to purchase local food products grown and processed in the state of Colorado.

#### **Certification Regarding Debarment or Suspension**

The Distributor(s) certifies that neither the Distributor(s) or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor(s) specifically covenants that neither the Distributor(s) nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are

included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

#### **Lobbying**

If the negotiated agreement exceeds \$100,000, Distributor(s) will submit a certificate that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.

If Distributor(s) have paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor(s) is required to submit a "Disclosure Form to Report Lobbying" at the time of the executed contract and at the time of any renewals.

#### **Other Federally Required Contractual Provisions**

Distributor(s) are required to comply with the following provisions, as applicable:

- Contract Work Hours and Safety Standards Act
- Equal Employment Opportunity
- Davis-Bacon Act
- Clean Air Act and the Federal Water Pollution Control Act

### **Right to Inventions Made Under Contract**

USDA shall have all the Rights to Copyrights, Patent Rights and Rights in Data and Reporting of Discoveries and Inventions (as applicable). Additionally, all Rights to Inventions Made Under this Contract or Agreement, pursuant to 200 CFR Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards (F).

### **Non-Performance of Contract and Termination**

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

### **Termination for Convenience**

The CBFC may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Distributor(s).

### **Final Payments**

Upon any termination of the awarded contract, the Districts will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The selected Distributor(s) shall submit all required reports and any other information.

### **Agreement Period**

July 1, 2021 to June 30, 2022

Option for three (3) one-year renewals with an evaluation by March 15<sup>th</sup> of each year.

### **Written Protest Procedures**

Any Vendor(s) who desires to protest the award of a bid pursuant to this policy shall, within three (3) business days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Administrator of the CBFC, Tammie Rempe, Colorado BOCES Food Cooperative Tammie.Rempe@gmail.com. The Administrator shall investigate the claim and issue a written decision within fifteen (15) days after receipt unless factors beyond the Administrator's reasonable control prevent such a resolution in this timeframe, in which event such decision will be issued as expeditiously as circumstances reasonably permit. If the claimant is not satisfied with the decision of the Administrator, the claimant may appeal the decision to the CBFC members. The notice of appeal shall be filed with the Dale McCall, Colorado BOCES Executive Director within fifteen (15) days after issuance of the decision being appealed. The appeal shall state the basis of the appeal and provide to the group the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The CBFC board shall meet following receipt of the appeal and shall either hear the appeal or set a time to consider the appeal. The board may in its discretion render a decision based upon the information and records before the board or, in the board's discretion, may request the claimant to present information pertaining to the bid protest. Thereafter, the board shall render its decision at that Colorado BOCES Quarterly meeting.

## **GENERAL INFORMATION**

### **Delivery**

Individual Members/Schools, their regions and their delivery locations, as well as delivery frequency are listed in Attachment A.

Delivery days and times will be defined with each member of the CBFC. Distributor must coordinate with each Food Service Manager/Director to accommodate during holidays and any other times when the schools may be closed, as well as delivery times to be coordinated with lunch schedules, bus arrival, departure traffic, etc. The CBFC will provide a school calendar to the awarded Distributor(s) to assist in this coordination.

If at any time, a delivery cannot be made within two hours of scheduled time, the Distributor must notify the school and the Food Service office to negotiate an alternate delivery time during that same day whenever possible. Unscheduled deliveries may be refused at the Distributor's expense. Frequent occurrences may result in cancellation of the contract.

Deliveries shall be made Monday through Friday with the exception of pre-scheduled closures or inclement weather. Night drops may be negotiated by the distributor and school district. When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day or as arranged with the Food Service Manager/Director in advance.

All shipments shall be delivered FOB: Destination – no freight, fuel or delivery surcharges will be allowed during the duration of the school year July 1 – June 30. Should fuel charges increase in the future, any potential fuel surcharges must be agreed upon by both parties in writing before they are considered allowable expense of the contract.

All delivery personnel that arrive during regularly operating school hours are required to check in with the front office and go through any safety and security checks that may be in place by the individual district/entity.

### **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  
CBFC BID #2021-12-02 PAGE - 15

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 **blue** 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 21-02-12.**

**Non-bid Line Items:**

All line items not receiving bid pricing may be ordered by a school district using the same methodology as used in the market basket.

**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. 02-12-2021 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 RFP.

**Part II**  
**BID CONTRACT AWARD LETTER**  
**FOOD PRODUCTS & SUPPLIES**  
**BID NO. 02-12-2021**  
**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 \_\_\_\_\_

\*\*\*\*\*

**This portion to be completed by COLORADO BOCES FOOD PURCHASING COOPERATIVE**  
The Colorado BOCES Executive Board has awarded the food cooperative bid on Contract BID NO. 02-12-2021 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 02-12-2021 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 02-12-2021 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 Statemen \_\_\_\_\_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

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

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

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

D. 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.

**C. 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 4 pm MST April 3, 2021. 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. 02-12-2021, 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 in the Proposer’s secure drop box. 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. 02-12-2021  
for FOOD PRODUCTS & DISPOSABLES for the CBFC, Bid Opening: April 23, 2021 2 pm**

#### **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

**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.