

COLORADO BOCES ASSOCIATION



Joining Forces to Enrich Educational Opportunities for Students

**REQUEST FOR PROPOSAL FOR THE SUPPLY
AND DELIVERY OF FOOD AND NONFOOD
ITEMS**

BOCES FOOD COOPERATIVE 2025-2026

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COLORADO BOCES FOOD COOPERATIVE
REQUEST FOR PROPOSAL FOR FOOD PURCHASING COOPERATIVE
PROPOSAL NO #: 2025-2-06

PROPOSAL CLOSING DATE AND TIME

March 6, 2025, 5 p.m. MST

COLORADO BOCES ASSOCIATION

www.coloradoboces.org

Tammie Rempe, Administrator

E-mail: tammie.rempe@gmail.com

Dale McCall, CBA Executive Director

E-mail: dale.mccall46@gmail.com

SECTION A: COVER PAGE – REQUEST FOR PROPOSAL (RFP)

RFP #: 2025-2-06

Issue Date: January 6, 2025

Closing Date: March 6, 2025, 5 p.m. MST

Issued By: Colorado BOCES Food Cooperative
Address: 8102 Bruns Drive, Fort Collins, Co 80525
Tammie.Rempe@gmail.com
Telephone Number: 970-290-6874

BIDDER INFORMATION:

Name of Company: _____

Companies Street Address: _____

City, State, ZIP: _____

Telephone Number: _____

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

Total Estimated Amount of Proposal:

- Base Year: **2025 - 2026**

Note: By submission of this bid, the Distributor certifies that, in the event they receive an award under this solicitation, they shall operate, in accordance with, all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications set forth in the RFP.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Official

Date

Signature

Date

Name and Title of Distributor Official

Date

SECTION A2: BIDDER CHECKLIST

Bidders: Use this checklist to ensure that your response is complete and will be considered for award. Items listed below should be complete and signed when applicable.

- Section A
 - A.1: Cover Page
 - A.2: Bidder Checklist
- Section B
 - B.2: Certification of percentage of local foods to be provided
 - B.6(c): Submit documents in vendor's secure Dropbox by the end of the business day March 6, 2025
 - B.6(d): A copy of a current state or local health certificate assuring that all regulations for the preparation of food and the facilities are being met
 - B.8:
 - Business license
 - Certificate of Occupancy
 - Two years of audited financial statements
- Section C:
 - C.1: Response to values statement
 - C.2(a): Values Statement
 - C.5 Two most recent health inspections
- Section D:
 - D.6 Insurance amounts
- Schedule C: Pricing Sheet
- Attachment B: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment C: Certificate of Independent Price Determination
- Attachment D: Permanent Certification Regarding Lobbying

SECTION A3: CALENDAR OF EVENTS

The required dates and times by which actions must be completed are listed in the following chart. If the CBFC determines it is necessary to change a date, time or location it will issue an addendum to this RFP.

Calendar of Events	
Action	Date/Time
RFP release to brokers, distributors, etc.	January 6, 2025
Deadline for submission of any communications/questions from Distributor(s)	February 6, 2025
Deadline for the CBFC to issue addendums/responses to questions to RFP	February 14, 2025
Proposal due date	March 6, 2025
Proposal scoring and negotiating	March 31, 2025
Approval and award	April 1, 2025

SECTION B: CONTRACT TYPE, PRODUCTS OR SERVICES & PRICE/COST

B.1 OVERVIEW

1. Colorado BOCES Food Cooperative consisting of 65 independent school districts is seeking a Distributor to furnish food including fresh fruits and vegetables, meat and meat alternatives, grocery and dairy items (“food items”), non-food items, other food service-related products, and delivery to 65 school districts participating in the Child Nutrition Programs: including but not limited to the National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack (ASSP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA) Code of Federal Regulations, Colorado Healthy Schools Act (HSA) and its subsequent amendments set forth the terms and conditions applicable to the proposed procurement. The successful bidder shall deliver, in accordance with, the requirements in this RFP and for each applicable program.

Co Op members will be required to purchase 80% of their budgets to the awarded distributor. Milk, bread, produce and local protein items are excluded from the 80%, as some districts/entities may bid these out separately, participate in farm to school, and/or may bake their own bread items. The milk and bread items you see in the attached market basket represent those districts’ estimated quantities that do intend to purchase through this bid. **Milk “best by/sell by” dates must be good for a minimum of 7 days from the day of delivery for cartons and 14 days for bottled.**

Colorado BOCES believes that as an organization, it is important to support the State of Colorado’s farm to school initiative and allow maximum use of the USDA dollars through the Department of Defense (DOD) opportunity.

2. The purpose of this solicitation is to award a contract to provide food items and other incidental products related to meals served within the Colorado BOCES Food Cooperative, herein referred to as CBOCES or the School Food Authority.
3. CBOCES contemplates award of an RFP in accordance with Federal and District procurement requirements.
4. Member school districts **must approve all product substitutions prior to delivery.**
5. CBOCES members agree to provide the Distributor with the product sheet including the estimated quantities for Option Year One of a potential Four-year contract.
6. CBOCES committee reserves the right to add and/or delete food items to the pricing sheet including the estimated quantities for Option Year One and subsequent 3 years, so long as that addition or deletion does not result in a material change (i.e., the value of the additional goods will not exceed 10% of the value of the contract).
7. The purpose of this solicitation is to award a Fixed Price Contract.

B.2 FOOD SPECIFICATIONS

All food items must meet all meal requirements set forth in 7 CFR 210.10 for lunch and snack, all meal requirements set forth in 7 CFR 220.8 for breakfast, the Healthy Schools Act and its subsequent amendments, and Attachments A, B, C, and D within this RFP. Food items must also meet the following:

1. Meat / Meat Alternate

All meat and meat products shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration. Meat and Meat alternates except for Hot Dogs and Cheese must not contain artificial flavoring, artificial colors, monosodium glutamate (MSG), Butylated Hydroxytoluene (BHT) Sodium Nitrite and Sodium Bisulfate.

- Fully cooked
- Beef – USDA Grade or better, 80% lean or better
- Poultry – US Government Grade A
- Seafood – top grade
- Eggs – USDA Grade A, Range Free
-

2. Fruits and Vegetables

- The pricing sheet includes a variety of fresh, dried, frozen, and canned fruits.
- Purchase of fresh produce will be supplemental to any existing or future contracts with produce distributors and projected volumes on pricing sheet will be reflective of that.
- Canned fruit must be packed in natural juice.
- SFA's must serve a variety of vegetables every day of the week per the meal pattern requirements, including dark green leafy, red/orange, starchy, beans/peas (legumes), and other vegetables.

The pricing sheet reflects this requirement, and distributors must be able to provide a variety of each type.

3. Grains

- a) All grain products must be whole-grain rich, meaning that the product contains at least 50% whole grains, and the remaining grains must be enriched.

4. Other

- b) Preference will be given to bidders who can provide locally grown unprocessed foods (from Colorado). Bidders should certify below the percentage of locally grown or raised foods to be provided.

Percentage of Locally Grown or Raised Foods to be provided by your company: _____

Name and Title of Distributor Official: _____

Signature: _____ Date: _____

The Distributor shall provide the updated Child Nutrition (CN) Label or Product Formulation Statement (PFS) for all applicable items.

B.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- a) **“Bid”** means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) **“Bidder”** means a distributor submitting a bid in response to this Request for Proposal.
- c) **“CN Label”** means the Child Nutrition Labeling Program, which is a voluntary Federal labeling program administered by the Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture, and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. The program requires an evaluation of a product’s formulation by FNS to determine its contribution toward the meal pattern requirements.
- d) **“Distributor”** means a commercial enterprise or a private non-profit organization which is or may be contracted with by the school food authority to provide items requested under the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs, under the U. S. Department of Agriculture.
- e) **“Donated Foods”** means foods purchased by USDA for donation in food assistance programs, or for donation to entities assisting eligible persons, in accordance with legislation authorizing such purchase and donation. Donated foods are also referred to as USDA Foods.
- f) **“End Product”** means a finished product containing any number of donated foods that have been commercially processed.
- g) **“Entitlement”** means the value of donated foods a distributing agency is authorized to receive in a specific program, in accordance with program legislation.
- h) **Farm to School** – Farm to school connects schools and local farms with the objectives of serving healthy meals in schools; improving student nutrition; providing agriculture, health, and nutrition education opportunities; and supporting local and regional farmers. Farm to school, at its core, is about establishing relationships between local foods and school children by way of including, but not limited, to:
 - Locally grown**, locally processed, and unprocessed foods in school meals – breakfast, lunch, after-school snacks—in classrooms, and as taste tests
 - Educational activities** related to agriculture, food, health, or nutrition such as nutrition education curricula, farm tours, farmer in the classroom sessions, culinary education, educational sessions for parents and community members, and visits to farmers’ markets; and
 - School gardens** as an opportunity for hands-on learning.
- i) **“FDA”** – Food and Drug Administration
- j) **Request for Proposal (RFP)** for the Supply and Delivery of Food Items 2025-2026

- k) **“FNS”** – Food and Nutrition Services (USDA);
- l) **“FFVP”** means the Fresh Fruit and Vegetable Program that provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing a variety of fresh fruits and vegetables as healthy snack options;
- m) **“FSIS”** – USDA Food Safety and Inspection Service.
- n) **“Good Food Purchasing Program’s core values”** means the following five core values established by the Center for Good Food Purchasing for its Good Food Purchasing Program: Local economics; Nutrition; Valued workforce; Environmental sustainability; and Animal welfare.
- o) **“HACCP”** – Hazard Analysis and Critical Control Points (HACCP) - A preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- p) **“HACCP Plan”** - The written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.
- q) **“Locally grown”** means from a grower or producer of proteins, fruit, vegetables, grains, and milk in the state of the distribution center and/or Colorado.
- r) **“Planned Assistance Level”** (PAL) means the total value of donated foods or USDA Foods available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.
- s) **“Product Formulation Statement”** means a manufacturer’s product formulation statement (PFS) is a signed certified document that provides a way for a manufacturer to demonstrate how a product may contribute to the meal pattern requirements of Child Nutrition (CN) programs. A PFS is typically provided for processed products that do not have a CN Label. Program operators may request a signed manufacturer’s PFS when purchasing a processed product without a CN Label. USDA does not approve a manufacturer’s PFS. Program operators are ultimately responsible for ensuring menu items meet meal pattern requirements.
- t) **“Request for Proposal”**, hereafter referred to as RFP, means the document used in soliciting bids through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the BOCES Food Service Sub Committee and BOCES Executive team approval.
- u) **“Sustainable Agriculture”** means an integrated system of plant and animal production practices having a site-specific application that will, over the long-term, satisfy human food and fiber needs. Enhance environmental quality and the natural resource base upon which the agriculture economy depends, make the most efficient use of nonrenewable resources and on-farm resources, and integrate, where appropriate, natural biological cycles and controls, sustain the economic viability of farm operations, and enhance the quality of life for farmers and Colorado’s youth who participate in Federal programs.
- v) **“Whole Grain-Rich”** means foods that meet the whole grain-rich criteria for the school meal programs contain 100 percent whole grain or a blend of whole-grain and/or flour and enriched meal and/or flour of which at least 80percent is whole grain. The remaining 20 percent of grains must be enriched.
- w) **“Geographic Preference”** applies when procuring unprocessed or minimally processed locally grown or locally raised agricultural products in Colorado.
- x) **“Unprocessed”** means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes. Food which undergoes the following processes shall be deemed to be minimally processed: Cooling, refrigerating, or freezing; Size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, or grinding; Drying or dehydration;

Washing; The application of high water pressure or “cold pasteurization”; Packaging such as placing eggs in cartons, and vacuum packing and bagging, such as placing vegetables in bags; Butchering livestock, fish, or poultry; and The pasteurization of milk.

B.4 REQUIREMENTS BY YEAR

Base Year Requirements: ___7/1/2025___ to ___6/30/2026___

1. Item pricing sheet for base year is included as Schedule C.
2. Prices stipulated in the proposal from the awarded bidder shall remain in effect for the term of the contract.

Contract Renewal Option

CBOCES reserves the right to extend the terms and conditions of the Base Year contract for three (3) additional one (1) year periods.

Option Year One Requirements: ___7/1/2026___ to ___6/30/2027___

1. The Distributor seeking approval from CBOCES to exercise Option Year One must provide an updated Pricing Sheet for Option Year One no later than 4/01/2026. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year One will be signed by the parties and entered into agreement documents no later than 4/30/2026.

Option Year Two Requirements: ___7/1/2027___ to ___6/30/2028___

1. The Distributor seeking approval from CBOCES to exercise Option Year Two must provide an updated Pricing Sheet for Option Year Two no later than 4/01/2027. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year Two will be signed by the parties and entered into agreement documents no later than 4/30/2027.

Option Year Three Requirements: ___7/1/2028___ to ___6/30/2029___

1. The Distributor seeking approval from CBOCES to exercise Option Year Three must provide an updated Pricing Sheet for Option Year Three no later than 4/01/2028. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year Three will be signed by the parties and entered into agreement documents no later than 4/30/2028.

Option Year Four Requirements: ___7/1/2029___ to ___6/30/2030___

1. The Distributor seeking approval from CBOCES to exercise Option Year Three must provide an updated Pricing Sheet for Option Year Three no later than 4/01/2029. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year Three will be signed by the parties and entered into agreement documents no later than 4/30/2029.
3. **Price increases for costs not directly related to the products will not be accepted, (i.e. fuel increases).**B.5

REQUIREMENTS REGARDING PRICING, BIDDING, AND ORDERING

Bidders are asked to submit prices on all items as outlined in Section B.2 (Food Specifications) and Schedule C (Pricing) to be delivered to all the sites (Schedule A) on the designated days and times as arranged between the distributor and school district. CBOCES members shall inform the coop administrator of the estimated number of cases or units to be used during the contract period.

Delivery Cost - Bid shall also identify delivery cost separate from the case cost.

Basis and Award of Bid - Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded because of this solicitation, it will bind Member Districts during the term of the contract to secure 80% of its total purchases (exempt milk, bread, some protein items and produce) from the successful bidder. Such contract shall bind the distributor to deliver all such products ordered by the BOCES member districts at prices specified in the contract. Award will be made to a responsive, responsible bidder or bidders based on the criteria in section L of this RFP.

1. **Requirements Contract 2 - 4.** Any price increases or decreases shall be explained in writing by the Manufacturer and sent to the BOCES Coop Administrator. New Pricing Sheets for Option Year Two through Year Four will be signed by the BOCES Coop Administrator, approved by the BOCES Executive Team, and entered into agreement documents no later than 4/30/2027 – 4/30/2030. Bidders are asked to submit prices on all items as outlined in Section B.2 (Food Specifications) and Schedule C (Pricing) to be delivered to all the sites (Schedule A) to be delivered on the designated days and times as stated in Schedule A. CBOCES shall indicate the estimated number of cases or units to be used during the contract period.

2. Requirements Contract

- a) This is a requirement contract for the products specified in the RFP and attachments for the period set forth herein. The quantities specified herein are estimates only and are not purchased hereby. In the event the SFA’s requirements for products, set forth here, do not result in orders in the amounts or quantities described as “estimated” in the RFP and attachments, except as may be otherwise provided herein, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The participating SFA’s shall not be required to purchase from the distributor requirements in excess of the limit on total orders under this contract, if any.
- c) The SFA’s shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the distributor for services specified in the schedule will be dependent upon the needs and requirements of the SFA’s.

- d) The Bidder must conduct all program operations in accordance with Federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 2 CFR Part 200, 2 CFR Part 180, and USDA instructions, policies and memoranda, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the Colorado Healthy Schools, CDC 1802 <https://www.cde.state.co.us/communications/factsheet-cdc1801-0> or the Colorado Healthy Beverage and Competitive Foods Policy. <https://coloradohub.org/resources/colorado-healthy-beverages-and-competitive-food-policies/> or the Healthy School Meals for All [House Bill 24-1390](#), [House Bill 22-1414](#) and [Healthy School Meals for All State Board Rules](#). It is the duty of the Distributor to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

3. Pricing

Pricing shall be on products which meet the Child Nutrition Meal Pattern requirements and Food Specifications as required by CBOCES members. Bid prices must include price of food, transportation, and all other related costs. Distributor will not invoke any additional charges for emergency orders (defined as an order that is placed for recovery/same day delivery). (Price per case for delivery must be identified in distributor's proposal).

4. Taxes

Each individual Member is a Colorado public School Food Authority and are exempt from State of Colorado sales tax. Should school districts in neighboring states join the BOCES Food Cooperative, state sales tax laws will also apply to public school systems. All invoices shall not include any sales tax charges.

5. Product Orders

SFA's will make every effort to order products two (2) days before the day of delivery or another day that is agreed upon amongst the SFA's and Distributor. Except in case of emergency orders as spelled out above, the SFA will place orders before the designated time agreed on by the SFA and Distributor on the designated day before a scheduled delivery. The SFA will not hold the Distributor responsible for delivering orders placed after the designated time on the day before a scheduled delivery. SFA's will provide the Distributor with a copy of the School Calendar for the upcoming contract year at least fifteen (15) days in advance of contract commencement date or renewal date.

6. Product Change Procedure (Substitutions)

Products shall be delivered on a weekly, twice weekly, bi-weekly or monthly basis, as agreed upon by each SFA and the distributor in accordance with the product specifications outlined in the contract. Deviation(s) from the specified products (substitutions) shall be permitted **only** upon authorization of the SFA. Unless otherwise agreed to in writing by the parties, product substitutions will be provided at cost per serving that is equal to or less than the specified product cost per serving. Product changes may be made only when agreed upon by both parties; however, the Distributor shall in no case withhold delivery or stocking of any item requested within a reasonable timeframe to allow the Distributor to acquire item(s). When an emergency situation exists that might prevent the distributor from delivering a specified meal component or product, the Distributor shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to change specified products throughout the contract period with appropriate notice.

7.) BOCES Fee

Distributor agrees to charge school districts with the BOCES fee identified as a separate line item. A check will be cut monthly to Colorado BOCES and mailed to Dale McCall, Executive Director, Colorado BOCES Association, 11274

County Road 17, Longmont, CO 80504. Also, a monthly detailed sales report will be required and sent to Tammie.Rempe@gmail.com along with a document showing how the BOCES check was calculated.

MARKET BASKET OR PRODUCT SHEET REQUIREMENTS

Please note: **ALL** items identified on the market basket or product sheet must be available in the BOCES order guide s by July 15 of each year of the contract. Products as identified on the product sheet must be stocked and available for school districts no later than July 15,2025 and subsequent years.

7. Non-compliance

The SFA reserves the right to inspect and determine the quality of food delivered and reject any products that do not comply with the requirements and specifications of the contract. The Distributor shall not be paid for:

- a) Items that have excessive damaged boxes, are spoiled or unwholesome within 24-48 hours of delivery
- b) Items that do not meet meal requirements set forth in 7CFR 210.10 and 7CFR 220.8
- c) Items that do not meet the specifications of this RFP
- d) Unauthorized product changes; and/or
- e) Products not delivered within the specified delivery time period

CBOCES member districts reserve the right to obtain products from other sources if products are rejected due to any of the stated reasons, including closure of the Distributor's facility by the Health Department for health code violations. The Distributor shall be responsible for any excess cost but will receive no adjustment in the event the products are procured at a lower cost. The SFA or agency inspecting shall notify the Distributor, in writing, as to the number of products rejected and the reasons for rejections.

B.6 SUBMISSION OF BIDS

- 1) This is a Request for Proposal (RFP), which means that it is a formal method of procurement that must be publicized, and the contract will be awarded to the responsible bidder(s) whose proposal is most advantageous to the SFA's, with price and other factors considered.
- 2) Bidders are expected to carefully examine the specifications, schedules, attachments, terms, and conditions of this RFP and respond appropriately. Failure to do so may result in an incomplete bid.
- 3) Bidders must submit responses electronically. If accepted, this RFP will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" shall govern should there be a variance between that copy of the bid and other copies. Bidders are not allowed to change specifications or general conditions.
- 4) A copy of a current State or local health certificate assuring that all regulations for the preparation or distribution of food and the facilities are being met shall be submitted with the bid.

- 5) If the bidder is submitting a proposal with items other than the approved brands/products specified in the pricing sheets, the bidder agrees to furnish samples of those items in quantities of at least 25 servings per item to committee school districts no later than March 6, 2025. During the evaluation process for bid award committee members will have the right to request additional samples of items contained in the bidder's proposal and those samples will be delivered to the committee school districts. Failure of the bidder to furnish those samples within five days of written request by CBOCES may result in the proposal being disqualified for consideration.
- 6) Unless agreed up by CBOCES evaluation committee and the CBOCS administrator, **all Processed items must include a copy in the response of the CN labels or product formulation sheet(s) indicating how the product is to be credited to the menu.**
- 7) Failure to comply with any of the above shall be reason for rejection of the bid.

B.7 FORMAT OF BIDS

The Format of the submitted proposal must have four (4) sections:

Section One will be titled Executive Summary. The Procurement Officer can review this section to determine if the Distributor meets the Qualifications of the Bidder. Bidders can use the Bidder Checklist in Section A.2 to determine whether all necessary documents have been completed and signed for submission.

Section Two will be titled Pricing. In the Pricing section, the Bidder places their proposed price per product and the aggregate estimated charges to the for the specified contract period.

Section Three will be titled Method of Approach and Implementation Plan. This section describes how the distributor will complete the Scope of Work responsibilities to the extent possible for evaluation purposes. This will include how the Distributor will make nutritional information such as CN labels or product formulation statements available to the SFA's.

B.8 EXPLANATION TO BIDDERS

1. Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested, in writing, with sufficient time allowed for publication of answers posted to the Colorado BOCES Website, <https://www.coloradoboces.org/cba-food-service-child-nutrition-program/> before February 14, 2025. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP, if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

2. Time for Receiving Bids:

Interested vendors shall request a secure Dropbox from the CBOCES administrator (Tammie.Rempe @gmail.com) to submit all documents. Bids shall be transmitted electronically to the vendor's secured Dropbox as assigned no later than 5 pm on the date indicated on the face of this RFP.

3. Errors in Bids:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and they cannot secure relief on the plea of error.

4. Award of Contract:

- a) The contract will be awarded to the responsive and responsible bidder(s) whose bid will be most advantageous to the SFA's, price and other factors considered. Consideration shall be given to such matters as distributor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- b) CBOCES reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the CN Program's and to waive informalities and minor irregularities in bids received.
- c) CBOCES reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who upon investigation shows is not able to perform the contract.

6. Late Bids, Modifications of Bids or Withdrawals of Bids:

- a) Any bid received after the exact time specified for receipt will not be considered.
- b) Any Modification or withdrawal of bid is subject to the same conditions as in 4 & 6a above except that withdrawal of bid by email is authorized.
- c) Notwithstanding the above, a late modification of an otherwise successful bid, which makes its terms more favorable to the CBOCES members, will be considered at any time it is received and may be accepted.

B.8A DISTRIBUTOR INFORMATION

Company Name: _____

Address: _____

Contact Name: _____

Title: _____

Telephone: _____

Fax: _____

Email Address: _____

Website: _____

List key personnel, title(s), and years with your Company:

Please address the following questions to evaluate:

How many years has your organization been in business as a food distributor?

How many years has your organization been in business under its present business name?

Is your organization a franchise operator?

Will your organization use subcontractor(s) for this contract?

Financial Stability: Please include a copy of your business license, certificate of occupancy, and two years of audited financial statements.

Claims and Suits: (if the answer to any of the following questions is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? _____

Has your organization ever been temporarily closed by the Health Department for any reason? _____

SECTION C: SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE

CBOCES is seeking a Distributor to furnish food items (fresh fruits and vegetables, meat and meat alternatives, grocery, bread, and dairy items) to be served to children participating in the Child Nutrition Programs including but not limited to the National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Fresh Fruit and Vegetable Program, Child and Adult Care Food Program, Supper Program and the Summer Food Service Program established by the United States Department of Agriculture. The code of federal regulations and the Colorado Healthy Meals for All, and its subsequent amendments, set forth the terms and conditions applicable to the proposed procurement.

C.1 A USDA FOODS

- a) End products must be obtained from a processor that has the required processing agreement with the Colorado Department of Health and Human Services USDA Foods.
- b) Only end products with approved end-product data schedules, and that meet substitution and grading requirements in 7 CFR 250.30, may be provided.
- c) The Distributor must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both USDA Foods and bonus food) and including the value of donated foods contained in processed end products. These credits can come in the form of:
 - i. A discount or rebate from the gross case price for the case value of the amount of USDA Foods transferred to the Distributor, or
 - ii. A refund or rebate after the sale of the end-product. In either case the Distributor must pass on the total value of USDA Foods received to the SFA member districts.
- d) The distributor must collaborate with the processor to ensure that the SFA is an eligible recipient of end products and to ascertain the quantity of end products, or the value of donated food, for which the SFA is eligible.
- e) Member SFA's must submit USDA calculator worksheets to the distributor when ordering processed foods from Colorado Health and Human Services.
- f) Commercial like items must be priced at the Colorado State bid price with an explanation of any added cost.

C.2A VALUES STATEMENT

CBOCES is committed to serving healthful, delicious, and nutritionally sound meals to its students to promote a healthy lifestyle and diet. CBOCES's goals for school meals are detailed below. CBOCES members seek a Distributor that is able and enthusiastic to work with CBOCES to achieve these goals.

The mission of CBOCES is to provide the highest quality foods and beverages that include local, sustainably produced food to remove health barriers to learning so students are prepared to succeed in school and in life.

Bidders should respond to the above values statement by explaining how their values align with the SFA's and what steps they are willing to take to help achieve them. (This explanation can be submitted separately in the overall proposal).

Bidders should respond to the above values statement by explaining here how their values align with the SFA's and what

steps they are willing to take to help achieve them.

1. Distributor agrees to deliver products to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All products furnished must meet or exceed U.S. Department of Agriculture requirements set out in attachments, attached hereto and made a part hereof <https://www.fns.usda.gov/programs>.
3. Distributor shall furnish products as ordered by the SFA members during the period of 7/1/2025 to 6/30/2026.
4. Distributor agrees to make available to the CBOCES members a knowledgeable K-12 representative who is well versed in all aspects of the associated Federal and State regulations and in the process of accounting for and reporting commodities usage on a timely and accurate basis.
5. The Distributor must keep CBOCES members informed of new products, new brands, labels, or promotions that would be advantageous to the operations of the SFA's program, inclusive of point-of-sale materials and give-away promotions.
6. The Distributor agrees to assume the responsibility of adhering to the Buy American provision on behalf of the CBOCES members. The participant in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" means at least 80% from American products. The Distributor must be able to provide product label information that clearly shows country of origin for all food and beverage products in the meal program. For products which do not have country of origin labels, the Distributor must provide certification of domestic origin. In the event that the Distributor cannot obtain a domestic product due to availability and/or a significantly higher cost, and cannot find an appropriate substitute, the Distributor may request an exception from the CBOCES administrator. Exceptions may be requested at any point during the school year, are approved at the discretion of the CBOCES administrator, must be submitted prior to the purchase of the non-domestic food, and limited exceptions will be allowed. To request an exception, the Distributor must submit in writing to the CBOCES administrator:
 - i. Alternative substitute(s) that are domestic and meet the required specifications:
 - a) Price of the domestic food alternative substitute(s); and
 - b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - ii. Reason for exception: limited/lack of availability or price (include price):
 - a) Price of the domestic food product; and
 - b) Price of the non-domestic product that meets the required specification of the domestic product.
 - iii. The time-period for which the Distributor is requesting to purchase this item from a non-domestic source.

7. The Distributor shall make food products available to accommodate children with disabilities, including alternative products for children with a disability when the disability restricts the child’s diet. Substitutions must be made to products for children with a disability that restricts the child’s diet on a case-by-case basis and only when supported by a written statement from a State-licensed healthcare professional who is authorized to write medical prescriptions under State law.

C.3 APPLICABLE DOCUMENTS

The Bidder (distributor) must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318, 2CFR Part 180 and FNS instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, and its subsequent amendments and all State Agency memoranda and requirements. It is the duty of the Bidder to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

C.4 SPECIFICATIONS

1. Packaging:

- a) The Distributor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. The Distributor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Distributor shall use standard commercial precautionary markings such as “**KEEP FROZEN, KEEP REFRIGERATED.**”
- b) Cartons – Each carton shall be labeled. Label to include:
 - Processors’ Name and Plant Address
 - Item Identity
 - Date of Production
 - Quantity of Individual Units Per Carton
 - State of origin and, if possible, farm of origin
- c) The Distributor must use packaging allowable per the Sustainable Colorado code (This Act bans the use of disposable food service ware made of expanded polystyrene, commonly known as foam or Styrofoam™, and other products that cannot be recycled or composted. The ban on foam began on January 1, 2024 and applies to all District businesses and organizations that serve food. The additional recyclable and compostable requirements became effective on January 1, 2024.

C.5 WAREHOUSE AND DISTRIBUTION FOOD SAFETY

- 1. The distributor shall provide a copy of licenses and permits that are required by USDA and Federal and Local laws and regulations.
- 2. In the event the Distributor’s license is revoked or if the distributor receives an unfavorable rating notice in accordance with its local jurisdiction, or the distributor’s facilities are closed for health code violations, the Distributor shall notify the CBOCES administrator immediately.
- 3. CBOCES reserves the right to terminate the contract for default without advance notice in the event the distributor is closed for the reasons cited in C.4. Above.

4. The Distributor shall develop and maintain a food safety program such as HACCP or something similar to ensure compliance with food handling, preparation, holding, storage, and distribution industry standards.
5. The Distributor shall monitor and evaluate the food safety program listed above to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
 - a) The Distributor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to CBOCES. Any findings by a USDA's FSIS, State or Local inspection of the warehouse or other distribution facility that documents a critical sanitary deficiency shall be reported immediately to the SFA with an attached report of the corrective action taken within seven (7) working days from discovery.
6. The distributor shall ensure that all products delivered conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.

C.6 STORED PRODUCTS PEST MANAGEMENT PROGRAM

The Distributor shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the distributor shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

C.7 DISTRIBUTOR'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

1. HACCP Standards

The distributor shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications, grade, and microbiological standards. The program must extend to the finished products and ingredients compliance with portion size and nutrient content.

2. The distributor shall develop and maintain a program for warehousing and distribution to ensure the following:
 - a) Usage of first-in-first-out principles
 - b) Product shelf life is monitored
 - c) Items are free of damage
 - d) Correct items and quantities are selected and delivered
 - e) Customer satisfaction is monitored
 - f) Product discrepancies and complaints are resolved, if resolution is unsuccessful, corrective action will be initiated
 - g) Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the CBOCES Administrator and all participating school districts.
 - h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
 - i) Salvaged items or products are not to be used.

C.8 FARM TO SCHOOL

1. The Distributor agrees to source locally grown or raised unprocessed foods from growers engaged in sustainable agriculture practices whenever possible.
2. The Distributor will provide a quarterly summary report, stating which farm supplies the locally grown or raised agricultural products, amount, and type purchased for that period.

SECTION D: GENERAL CONDITIONS

D.1 DELIVERY REQUIREMENTS

- a) The Distributor shall deliver only items and quantities ordered by the SFA's and as specified under Section B of the contract.
- b) Deliveries with excessive damaged cases will not be accepted.
- c) Products shall be delivered on scheduled delivery dates to the delivery sites as arranged between the school district and the awarded distributor, unloaded, and placed in the designated areas at each school site by the distributor's personnel at each of the locations as instructed by the kitchen manager.
- d) The Distributor shall place all deliveries in a location assigned by person (s) designated by the SFA designee. Deliveries will not be accepted at the entrance of the facility. Refrigerated items must be placed in the walk-in refrigerator or freezer if available and not left on the floor of the kitchen area or outside of the designated area.
- e) The Distributor shall be responsible for delivery of all products at the specified delivery windows. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
- f) CBOCES Coop reserves the right to add or delete schools as the needs of operations require. This shall be done by amendment of Schedule A. Deletion or addition of schools shall be made not less than one (1) month prior to the required state of service. CBOCES reserves the right to invite or include others within the general geographic area so long as their inclusion is agreed to by both parties in writing and that agreement be made as an addendum to this contract and signed by CBOCES, additional SFA and Distributor. The addition of new districts cannot add more than 10% of the contract total, causing a material change and need to release a new RFP.
- g) Any deviations from the delivery requirements including package size and content by the Distributor may be allowed only upon written request from the Distributor and approved by the CBOCES administrator.
- h) The Distributor shall deliver all refrigerated food at an internal temperature of 40° Fahrenheit or below with a minimum remaining shelf life or best used by life of thirty (30) days, with the exception of fresh produce or liquid dairy products, with a minimum remaining shelf life or best used by life of ten (10) days, with the exception of milk alternatives such as soy milk, which must have an expiration or best used by date with no less than 60 days remaining beyond the date of delivery.
- i) The Distributor shall deliver all frozen food items at 0° degrees Fahrenheit or below. Frozen products must not show evidence of thawing or re-freezing, freezer burn, or any off color or odors. Frozen products must have a minimum remaining shelf life or best if used by life of forty-five (45) days.
- j) If a scheduled delivery cannot be executed for any reason, the Distributor shall **immediately notify** the designated representative. The Distributor shall provide the reason for non-delivery. The school district designee shall provide the Distributor an alternate delivery date and time window, which shall satisfy the needs at the site(s) missed in the delivery process. The Distributor shall be required to deliver only quantities for which an order was made prior to delivery.

- k) The Distributor shall not make deliveries to CBOCES sites on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
- l) Once a public radio/TV announcement of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to member school districts for that day (s) shall be automatically canceled and member school districts shall not assume responsibility for attempted deliveries. In such circumstances member school districts shall have the right to request alternative delivery plans at its discretion, and the Distributor will make any and all reasonable attempts to fulfill those requests.

D.2 SUPERVISION AND INSPECTION

The Distributor shall always provide management supervision and maintain constant quality control inspections to check for appearance and packaging in addition to the quality of products.

D.3 RECORD-KEEPING

- a) Delivery tickets must be prepared by the Distributor and must be itemized to show the number of products of each type delivered to each school. Designees at each delivery site will check adequacy and accuracy of delivery before signing the delivery ticket. Invoices shall be accepted by the person checking in the product only if signed by the designee at the site.
- b) The delivery ticket shall contain information in accordance with applicable Federal, State and local regulations and shall include, but not limited to the following:
 - 1. Ticket number
 - 2. Date of Delivery
 - 3. Delivery Address
 - 4. Requisition Number
 - 5. Item Type
 - 6. Item Number
 - 7. Quantity of Items Delivered
 - 8. Unit Price
 - 9. Extended Amount
 - 10. Carrier Operator's Name
 - 11. Signature of designee, receiving the item; will serve as acknowledgement of receipt of the items by the designee.
- c) In the event that an item or items are found to be unacceptable to the designee or are not available on the delivery vehicle, the Distributor's representative shall either create a new delivery ticket with those items omitted or clearly mark them as undelivered on the delivery ticket and initial next to each of those items.
- d) The Distributor shall maintain records supported by delivery tickets and purchase orders for this contract or other evidence for inspection and reference to support payments and claims.
- e) The books and records of the Distributor pertaining to this contract shall be available, for a period including the current year plus three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the

U.S. Department of Agriculture, the , and the Comptroller General of the United States at any reasonable time and place.

D.4 METHOD OF PAYMENT

The distributor shall submit its itemized invoice to the SFA at the time of delivery. Each invoice shall give a detailed breakdown of the number of products delivered at each site for that delivery. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative has signed the required delivery receipts.

D.5 AVAILABILITY OF FUNDS

- a) The CBOCES Coop members shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs, the Fresh Fruit and Vegetable Program, and the Child and Adult Care Food Program, and the Summer Food Service Program.
- b) It is further understood that, in the event of cancellation of the contract, the participating districts SFA's shall be responsible for products that have already been delivered in accordance with this contract.

D.6 INSURANCE

The Distributor is required to be insured adequately to support the terms of the contract. The Distributor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business. A Certificate of Insurance of the Distributor's insurance coverage indicating these amounts must be submitted at the time of award.

The Distributor shall ensure that all policies provide that CBOCES Coop shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Distributor shall provide CBOCES Coop with ten (10) days prior written notice in the event of non-payment of premium.

The Distributor shall have in effect during all times under this agreement, comprehensive general liability insurance, including products, on-going and completed operations liability, contractual liability, independent distributor's liability, and personal injury coverage. Minimum coverage shall be \$1,000,000 per incident/person.

The Distributor shall provide Workers' Compensation insurance in accordance with the statutory mandates of Colorado or the jurisdiction in which the contract is performed.

The Distributor shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

CBOCES Coop members shall be named as additional insured on the General Liability and Automobile insurance policy. The Distributor must provide a waiver of subrogation in favor of the General Liability, Automobile, and Worker's Compensation.

In addition, the Distributor shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA's. The Distributor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

D.7 TERMINATION

- a) CBOCES Coop or the Distributor may terminate the contract for cause or convenience, by giving sixty (60) days written notice. As per the CBOCES agreement between member districts, a member school district can leave the coop with a 30-day written notice.
- b) Neither the Distributor nor the CBOCES member districts shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, pandemics, or for any acts not within the control of either the Distributor or the , respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The CBOCES member districts reserve the right to terminate this contract if the Distributor fails to comply with any of the requirements of this contract. The SFA shall notify the Distributor, in writing, of specific instances of non-compliance. In instances where the Distributor has been notified of non-compliance with the terms of the contract and has not taken corrective action within ten (10) calendar days, the SFA shall have the right, upon written notice, to immediately terminate the contract and the distributor shall be liable for any damages incurred by the distributor. The CBOCES member districts shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The CBOCES member districts shall give written notice to the Distributor and terminate the right of the Distributor to proceed under this contract if the finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Distributor to any officer or employee of the with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the makes such findings shall be an issue that may be reviewed in any competent court.
- e) In the event this contract is terminated, as provided in paragraph (d) hereof, the SFA shall be entitled to pursue the same remedies against the Distributor as it could pursue in the event of a breach of the contract by the Distributor.
- f) The rights and remedies of the SFAs provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

D.8 SUB-CONTRACTS AND ASSIGNMENTS

The Distributor shall not sub-contract with another company to fulfill its obligations under this contract; and shall not assign, without the advance written consent of CBOCES, its contract or any interest therein.

D.9 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

Renegotiation of product prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the process of negotiating subsequent years of the agreement as outlined in B.4. based on changes in product prices. An economic price adjustment allows the Distributor to increase their price to the CBOCES member districts and allows the CBOCES member districts to require a price reduction. If the Distributor requests a price increase for products under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area of Denver Colorado for the most recent 12-month period immediately preceding the month in which the contract expires or by demonstrating an actual increase of product prices to the Distributor from Manufacturers or Processors. Before any fee or price increases can be implemented, the Distributor must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth herein.

D.10 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 electronically to the CBOCES Administrator at 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.

D.11 SETTLEMENT OF BID PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

SECTION E: GENERAL PROVISIONS

E.1 ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Please see Addendum E for completion of signatures.

E.2 EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the distributor agrees as follows:

1. The distributor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, national origin, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. The distributor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. 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
2. The distributor 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 Equal Opportunity clause.
3. The distributor will, in all solicitations or advertisements for employees placed by or on behalf of the distributor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
4. The distributor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the distributor's commitments under this Equal Opportunity

clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.

5. The distributor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The distributor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the distributor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The distributor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
8. The distributor will include the provisions of paragraphs (a) through (7) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The distributor may request the United States to enter into such litigation to protect the interests of the United States, in the event the distributor becomes involved in, or is threatened with, litigation with a sub-distributor or vendor as a result of such direction by the contracting agency.

E.3 CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.) The Distributor agrees 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).

E4. CLEAN AIR AND WATER CERTIFICATION

(Applicable only if the contract exceeds \$150,000 or CBOCES has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.) The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating facilities.

2. The bidder will promptly notify CBOCES administrator, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
3. The bidder will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

E.5. 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.

SECTION F: CONTRACT ADMINISTRATION

F.1 INVOICE PAYMENT

CBOCES School Districts will make payments to the Distributor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Distributor will leave an invoice for all items and applicable discounts on the schedule specified in Section D.4. SFA's representative will be responsible for delivering said invoices through established procedures to the applicable representatives of the 's AP/Finance Department for processing.

F.2 FINANCIAL DOCUMENTATION BY DISTRIBUTOR

1. To allow each SFA to properly prepare for payment of invoices to Distributor the Distributor shall submit proper documentation to the Financial Officer as follows:
 - a) Distributor's name and Federal Tax ID
 - b) Contract number
 - c) Other supporting documentation or information, as required by the SFA
 - d) Name, title, telephone number, complete email, and mailing address of the responsible official to whom payment is to be sent
 - e) Name, title, phone number, email, and mailing address of person (if different from the person identified in above) to be notified in the event of a defective invoice; and
 - f) Authorized signature

SECTION G: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

G. 1 METHOD OF AWARD

1. CBOCES reserves the right to accept/reject any/all bids resulting from this solicitation. CBOCES may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the member districts. CBOCES may deem it necessary to award this bid to multiple distributors based on the ability of one or more distributors to effectively supply all products listed at competitive prices. CBOCES reserves the right to award to multiple distributors, using criteria as specified in the evaluation and award provision section.
2. CBOCES member committee may award a single contract resulting from this solicitation to the responsive and responsible bidder who submits the most favorable proposal, taking all factors into consideration.

SECTION H: PREPARATION AND SUBMISSION OF BIDS

1. CBOCES member committee may reject as non-responsive any bid that fails to conform in any material respect to the RFP.

2. CBOCES member committee may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
3. The bidder should bid on all Contract Line-Item Numbers (CLINs) if practical. Bidder's omission of pricing of CLINs will not automatically be cause for rejection of bid as incomplete.
4. The bidders shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

SECTION I: QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the CBOCES Coop administrators' contact email address. The prospective bidder should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. CBOCES member committee may not consider any questions received less than ten (10) days before the date set for submission of bids. The CBOCES member committee will furnish responses to the Distributor contact email address. An amendment to the solicitation will be issued if CBOCES member committee decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by officials before the award of the contract will not be binding.

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidders' risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

SECTION J: FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which they work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules, and liability concerning the services to be performed.

SECTION K: EVALUATION FACTORS

K.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible and responsive bidder(s) whose offer is most advantageous to the Institution, based upon the weighted criteria stated below in K.

CBOCES committee members will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. Each voting member of the CBOCES 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 CBOCES Administrator once all proposals have been evaluated.

K.2 TECHNICAL RATING SCALE

Bids will be evaluated using the following criteria:

- **Pricing – 40 points**
 - Total Bid Cost (Base Year)

- **Method of Approach and Implementation – 30 points**
 - Food and Packaging (Condition of delivery, (i.e. no broken cases) Appearance, Quality, Taste and Acceptance) – 15 points
 - Utilization of USDA Foods – 10 points
 - Geographic preference – use locally grown or raised foods to maximum extent possible (Bidder must submit certification of percentage of locally grown or raised foods to be supplied. SFA’s reserves the right to audit the actual percentage used once the bid is awarded) – 5 points

- **Bidders Experience, Expertise, & Reliability (Based on past experience or 3-5 references) – 20 points**
 - Knowledge of USDA, District requirements – 5 points
 - Dependability (on-time deliveries, accuracy filling orders) – 5 points
 - Inspection of warehouse and other facilities (Facility must have passed all applicable health inspections and maintain appropriate certifications – 5 points
 - Customer Service (responsiveness in communication, proven track record, adept at fixing issues promptly) - 5 points

- **Proven Organizational Capacity – 5 points**
 - Seasons delivering products/ in operation
 - Experience at this scale

- **Community Connection, Values– 5 points**
 - Interest in business, good fit
 - Value for Dollar response
 - Education/engagement and farm to school (if applicable)

Numeric Rating	Adjective	Description
49 or less points	Completely Deficient	Elements is missing or is completely nonresponsive to the request
50 – 59 points	Unsatisfactory	Fails to meet minimum requirements; major deficiencies which are not correctable

60 – 69 points	Below Average	Marginally meets minimum requirements; significant deficiencies which may be correctable
70 – 79points	Average	Meets requirements; only minor deficiencies which are correctable
80 - 89 points	Very Good	Meets requirements, no deficiencies
90-100 points	Exceptional	Exceeds most, if not all requirements

SCHEDULE A: SCHOOL SITES 2024 - 2025

Please see attached Excel spread sheet

SCHEDULE B: 2025-2026 SCHOOL YEAR CALENDAR

To be provided by individual member SFA’s

SCHEDULE C: PRICING SHEET

*Separate attachment to be completed in Excel.

HEALTHY SCHOOLS ACT REQUIREMENTS

Public schools, public charter schools, and National School Lunch Program (NSLP)-participating private schools in Colorado are eligible for the following local meal reimbursements and subsidies (in addition to USDA reimbursements and subsidies), provided that the meals meet all requirements outlined in the Healthy Schools Act of 2010 (HSA), as amended by the Healthy Students Amendment Act of 2018. The following HSA requirements list will support each eligible School Food Authority () in complying with these requirements.

FARM TO SCHOOL

Schools shall serve locally grown, locally processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in Colorado.

- “Locally grown” means from a grower in Colorado.
- “Locally processed” means processed at a facility in Colorado
- “Unprocessed” means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes.

PUBLIC DISCLOSURE

Schools shall inform families that vegetarian food options and milk alternatives are available upon request. Food service providers shall provide the following information to the school and to CBOCES upon request:

- Breakfast and lunch menus
- Nutritional content of each menu item
- Ingredients for each menu item (if requested by parents/legal guardians); and
- Location where fruits and vegetables served in schools are grown and processed.

Schools shall provide the following information in the school's office, on the school's website, and to parents and legal guardians upon request:

COMPETITIVE FOODS

As per the Colorado Healthy Beverage and Competitive Foods Policy, schools shall not permit third parties, other than school-related organizations and school meal service providers, to sell foods or beverages of any type to students on school property from 90 minutes before the school day begins until 90 minutes after the school day ends. Foods and beverages that do not meet the nutritional requirements of the NSLP competitive food service and standards shall not be used as incentives, prizes, awards, advertised or marketed through posters, signs, book covers, scorecards, supplies, equipment, or other means. **

ADDENDUM A

STATE OF COLORADO NON-COLLUSION AFFIDAVIT

Proposer must sign and submit with proposal response, or the proposal will be rejected.

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

Authorized Signer

SUBSCRIBED AND SWORN to before me this _____ day of _____ year.

NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing

at _____.

ADDENDUM B

CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS

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 schools 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 as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributors shall outline their procedures to notify the schools 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 schools
2. Any non-domestic product delivered to the schools, without the prior, written approval of the Food Service Director, will be rejected.
3. Distributor will provide a non-domestic product statement upon request

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

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

Date: _____

Vendor Name: _____

Authorized Signer: _____

ADDENDUM C

COLORADO BOCES PURCHASING COOPERATIVE

AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

Proposers must sign, date and submit this form with proposal 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 satisfactorily showing is made those 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 Vendor: _____

Printed Name of Authorized Signer: _____

Signature of Authorized Signer: _____

Proposal # _____ Date: _____

ADDENDUM D

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 are 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 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.

ADDENDUM E

CERTIFICATION REGARDING LOBBYING CHILD NUTRITION PROGRAMS

Vendor Must Sign and Submit with Proposal 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:

ADDENDUM F

DISTRIBUTOR REFERENCES

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

Reference information:

1. **School or Institution:** _____

Name of Contact: _____

Title: _____

Phone: _____

Email: _____

2. **School or Institution:** _____

Name of Contact: _____

Title: _____

Phone: _____

Email: _____

3. **School or Institution:** _____

Name of Contact: _____

Title: _____

Phone: _____

Email: _____

List at least three of on-going or recently performed food item procurement and delivery at schools or similar institutions. Please also include the general scope of services, the term of your contract, and the name and telephone number of person(s) we may contact:

:

ADDENDUM G

RESPONDENTS CERTIFICATION

Company Name

Address: _____

City: _____ State: _____ Zip: _____

Telephone 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 Respondents certification must be signed and returned with your proposal.

ADDENDUM H

BOCES CONTACT PAGE

Please see Excel spread sheet with complete information (separate document)

ADDENDUM I

BID SPECIFICATION SHEET – see Excel spreadsheet (separate document)

If yes, please list major brand below: _____

Proposer's Company Name: _____

This portion to be completed by COLORADO BOCES FOOD PURCHASING COOPERATIVE

The Colorado BOCES Executive Board has awarded the following products on Contract PROPOSAL NO. 16-09-02 to your company,

CBA Food Purchasing Cooperative

Tammie Rempe, Child Nutrition Director

8102 Bruns Drive, Fort Collins, CO 80525

Purchasing Signature: _____

Purchasing Printed Name & Title: _____ Date: _____

Witness Signature & Title: _____

Date _____