



June 22, 2018

Kari Burge
Poudre School District R-1, Purchasing
1502 South Timberline Road
Fort Collins, CO 80524

Dear Ms. Burge:

Attached is Meadow Gold's response to the "Bid #18-Milk".

Pricing in this response is for Poudre School District R-1 only. "General Terms and Conditions", pages 10 and 11, Section: "2.41 Cooperative Purchasing Efforts" is removed.

The prices contained in this proposal are based on July 2018 Class 1 raw milk cost of \$17.56/cwt, Class 1 butterfat of \$2.6841/lb; packaging costs, ingredient costs, concentrate costs, and other costs. All prices are subject to increase or decrease based on the above factors. Pricing will be effective August 1, 2018 and starting prices will be a result of adding or subtracting cost changes for the month of August 2018 to the base pricing attached. Pricing will then be adjusted up or down, every month thereafter in accordance with Central Federal Milk Order #32. There is also an annual price adjustment effective January 1.

With regards to partial cases, the following products must be purchased in full case quantities:

1% White Milk, Half Pint
Fat Free Chocolate Milk, Half Pint
Fat Free White Milk, Half Pint

Orange Juice, 4 Ounce
Apple Juice, 4 Ounce

New for the 2018-2019 school year is Web Ordering. Web Ordering is a favorable addition to our program. Our team will contact you to further discuss this opportunity.

Delivery schedule and frequencies are expected to stay the same but are subject to change.

Shared efficiencies are continually being evaluated. Any opportunities will be discussed with our customers.

Please contact me with any questions. Thank you, we appreciate your business.

Sincerely,

Marc DeHart

9.0 BID FORM**Dairy Products IFB# 18-750-003
June 26, 2018 at 2:00 p.m. MST (PSD clock)**

Request for Bid: Please provide the information requested below. Poudre School District reserves the right to reject any or all bids or any parts thereof. Poudre School District reserves the right to negotiate with a vendor for further bid considerations.

Prices should be stated in units of quantity specified, with packing and delivery destination included. Multiply the price per unit times the number of units indicated and enter under total. Schools shall have the option of ordering partial cases as needed.

Company Name: Meadow Gold Dairy

ITEM and DESCRIPTION <i>All fluid milk and milk products must be Grade A, pasteurized, and homogenized. Must meet minimum fortification levels of Vitamins A and D as set by the State of Colorado, packed in half pints, coated fiberboard cartons or plastic containers. Outside appearance of containers must be good and clean, free from foreign objects and bad odors, and easy to open.</i>		Unit Size	Estimated Daily Quantity by Units	Price Per Unit Size	Extended Price
The base price used for this bid will be the month of June 2018					
1	Low fat Milk - 1% butterfat, white - carton	1/2 pint	2594	\$0.255	\$661.47
2	Skim Milk - nonfat, white - carton	1/2 pint	349	\$0.249	\$86.90
3	Skim Chocolate Milk - nonfat - carton	1/2 pint	6461	\$0.263	\$1,699.24
4	Cottage Cheese - small curd, made with pasteurized milk, cheese to be white, soft with mild taste, 2% fat recyclable container	Per Pound	21	\$1.694	\$35.57
5	Buttermilk - 1% fat - recyclable container	1/2 gallon	16	\$2.070	\$33.12
6	Eggs - large, Grade AA	1 dozen	6	\$1.460	\$8.76
10	Light Sour Cream - no trans fat - recyclable container	Per Pound	20	\$1.628	\$32.56
11	Apple Juice, 100% juice	4 oz.	1576	\$0.250	\$394.00
12	Orange Juice, 100% juice	4 oz.	1631	\$0.250	\$407.75
13	Yogurt, vanilla flavor, original style, recyclable container	Per Pound	14	\$1.475	\$20.65
					\$3,380.02
ORDER TOTAL					\$0.00

The quantities listed are based on past usage and are only estimates for bidding purpose. These quantities are not to be considered as a firm commitment to any specific volume of purchases. Bidders shall enter price per unit.

EXHIBIT A
IMPORT PRODUCTS/BUY AMERICAN ACT

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using Federal Funds. Therefore, if there is a domestic and non-domestic product available, you must propose and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product come from American produced products. Implementing Federal Regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. You may be required to provide certification of domestic origin and content. You must certify that the majority of products you propose to supply meet the Federal Requirements in the "Buy American Acts" and stipulate which specific products are unavailable domestically. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. Products not in compliance with this section shall be in violation of the Federal "Buy American" policy. This purchasing requirement does not apply in instances when:

- a) The District/Cooperative has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States
- b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality
- c) The cost of the US product is significantly higher than foreign products.

CERTIFICATE

I/We hereby certify that the

Meadow Gold Dairy	450 25th St, Greeley, CO, 80631	970-352-7860
Company Name	Address	Phone Number

Will abide with the Buy American Act and supply domestic products to Poudre School District except in the authorized exceptions listed above.

List Non-Domestic Products proposed to be Provided:

PRODUCT	COUNTRY OF ORIGIN

Upon request of the Business Services Department of the District/Cooperative, we will show proof that our practices do meet in every respect the requirements of the Buy American Act.

Owner or officer of firm:

Marc DeHart	Food Service/Distributor Manager
Printed Name	Title
	June 22, 2018
Signature	Date

8.0 **BID CERTIFICATION FORM**

Dairy Products
IFB# 18-750-003

Bid awardee is required to provide the following (as indicated):

- ☒ Insurance
- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation | <input type="checkbox"/> 4. Builders Risk/Installation Floater |
| <input checked="" type="checkbox"/> 2. Comprehensive General Liability | <input type="checkbox"/> 5. Umbrella |
| <input checked="" type="checkbox"/> 3. Comprehensive Automotive Liability | |

**Response is required in the Purchasing & Materials Management Department by:
2:00 p.m. MST (PSD clock) on June 26, 2018.**

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's bid is being offered independently of any other Vendor and in full compliance with the terms specified in Section 2 and 3 of the IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB opening.

****EXCEPTIONS NOTED IN COVER LETTER****

Company Name: Meadow Gold Dairy

Signature of Official: 

Printed Name: Marc DeHart

Title: Food Service/Distributor Manager

E-mail address: marc_dehart@deanfoods.com

Phone number: 303-761-2210

Contact Person: Marc DeHart

Date: June 21, 2018

NOTE: Bids submitted without the manual signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.



POUDRE SCHOOL DISTRICT R-1

Child Nutrition

INVITATION FOR BID

Dairy Products

IFB# 18-750-003

BID SCHEDULE

IFB Issued: June 8, 2018

Questions Due: June 13, 2018

Addendum Issued: June 14, 2018

IFB Opening Date: June 26, 2018 at 2:00 p.m. MST (PSD clock)

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INVITATION FOR BID DAIRY PRODUCTS

IFB# 18-750-003

The purpose of this invitation for bid ("IFB") is to submit sealed bids from qualified vendors to supply and deliver dairy products to various school locations throughout PSD. These services are to meet the PSD's needs as described in this IFB. All interested vendors are invited to submit a bid in accordance with the policies, procedures and dates set forth herein.

A copy of the bid and any associated addendum may be obtained as follows:

1. Download the bid through Rocky Mountain E-Purchasing System (RMEPS/BidNet):
<http://www.RockyMountainBidSystem.com>
2. Come by the Purchasing office, 1502 South Timberline Road, Fort Collins, CO 80524 and request a copy of the bid.

Questions regarding the bid specifications must be emailed to Kari Burge at kburge@psdschools.org by **June 13, 2018**. All questions will be collected and answered as an addendum to the bid by the schedule as outlined on the IFB cover page and posted on Rocky Mountain E-Purchasing website. Questions not received via email may not be addressed.

The written bid form, bid certification form and Exhibit A shall be in a single sealed envelope with your company's name and marked IFB# 18-750-003 Dairy Products and mailed or delivered to:

**Kari Burge
Poudre School District R-1, Purchasing
1502 South Timberline Road,
Fort Collins, Colorado 80524**

Bids must be received by 2:00 p.m. MST (PSD clock) on Tuesday – June 26, 2018.

Bids will be opened at that time and publicly read in the Poudre School District Purchasing and Materials Management Conference Room, 1502 S. Timberline Road, Fort Collins, CO 80524.

It is the sole responsibility of the vendor to see that the bid is received by the submission deadline. The vendor shall bear all risks associated with delays in the U.S. mail or delivery service. No late bids will be accepted. Late bids will be returned unopened to the vendor.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid. Poudre School District R-1 reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely,
Kari Burge

**INVITATION FOR BID
DAIRY PRODUCTS
IFB# 18-750-003**

1.0 BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. PSD's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of PSD families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. PSD has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

PSD is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as "PSD") by all prospective vendors (herein after referred to as "Vendor") on behalf of PSD Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Statement of Qualifications and Requests for Proposals.
- 2.2 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Vendor. Any proposed modification must be accepted in writing by PSD and prior to award of the bid.
- 2.3 Vendor must provide all requested information. Failure to do so may result in rejection of the Bid at the option of PSD.
- 2.4 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. PSD Tax Exempt Number 98-03335.
- 2.5 It shall be the sole responsibility of the Vendor to pay for any type of delivery service charge, and to see that the PSD Purchasing and Materials Management Department receives the vendor bid on time. The bid clock used shall be the PSD purchasing bid clock. PSD does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.
- 2.6 Vendor valid patent, trademark, trade name or copyright, and that it will identify, defend and hold harmless the District, member of its Board of Education, and/or its employees and represents and warrants that the materials and services it provides under the Contract will not infringe on any agents from and against any and all claims, losses, liabilities or causes of action, including attorney fees and costs, involving allegations of such infringement on the part of the District, members of its Board of Education, and/or its employees of agents.
- 2.7 Bids must meet or exceed specifications contained in this bid document.
- 2.8 Each Vendor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded vendor shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.9 All obligations of the District under this contract are solely from currently budgeted funds and this contract does not constitute a multiple fiscal year obligation of the District. Notwithstanding any other provision of the contract, all District obligations accruing beyond the current budget year are expressly subject to funds being budgeted and appropriated therefore in accordance with Colorado law.
- 2.10 The awarded vendor shall be held entirely responsible for any and all damage to adjacent property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The vendor shall be required to take safety precautions in an effort

to protect persons and the District's property. All vendors and sub-vendors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons or when deemed necessary by the District's project manager.

- 2.11 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.12 Vendor shall provide any and all services covered by a Purchase Order or Agreement, as an independent vendor of PSD, and the persons performing such services shall not be considered employees of PSD. Vendor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its vendors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.13 Vendor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Vendor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this Agreement. Vendor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Vendor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.14 Vendor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Vendor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Vendor shall notify the subcontractor and the District within three (3) days that Vendor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Vendor shall comply with any reasonable request made by the Department of Labor and Employment in

the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Vendor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.15 Unless otherwise agreed in writing by PSD, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded vendor. PSD's acceptance of any offer is made in reliance on Vendor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Vendor fails to delivery as and when promised PSD may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Vendor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge vendor with any loss incurred.
- 2.16 Payment for the goods and/or services furnished by the Vendor shall not constitute acceptance thereof. PSD shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in PSD's judgment defective or nonconforming. In addition to PSD's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order may be returned to the Vendor at the vendor's expense. PSD may charge Vendor all expenses of unpacking, examining, repacking and reshipping such goods. In the event PSD receives goods whose defects or nonconformity is not apparent upon examination, PSD may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Vendor from the obligation of testing, inspection, and quality control.
- 2.17 Vendor warrants that all goods and/or services furnished as a result of this solicitation shall conform to PSD specifications and to industry standards and shall be free from defects in material and workmanship. Vendor warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Vendor knows or has reason to know the particular purpose for which PSD intends to use the goods and/or services, Vendor warrants that such goods and/or services shall be fit for that particular purpose. Vendor warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by PSD, and that the title conveyed regarding such goods shall be good and its transfer rightful. Vendor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Vendor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Vendor its costs incurred therefor.
- 2.18 Vendor agrees to furnish the goods and/or services covered as a result of this solicitation in strict accordance with PSD's specifications and at the price noted for each item.

- 2.19 The Vendor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to PSD's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 2.19 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.
- 2.20 All chemicals, equipment and materials proposed and/or used by Vendor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.21 The Vendor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of PSD, which consent may be withheld for any reason or no reason as determined by PSD in its sole discretion.
- 2.22 The successful Vendor will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, sexual orientation, national origin, ancestry or physical handicap.
- 2.23 PSD shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.24 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -206. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.25 All issues regarding the formation, performance and/or enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Any action arising out of or related to the Contract shall be brought in the state district court of Larimer County, Colorado, or in the federal district court for the District of Colorado.
- 2.26 The District is committed to being a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of

sustainability in all of its practices. In the District, we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.

- 2.27 PSD reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on PSD in the current term or in any future terms.
- 2.28 Quantities listed are PSD's best estimate and do not obligate PSD to order or accept more than PSD's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds.
- 2.29 Bids must contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. The Bidder, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with PSD. The Bidder also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.30 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Technical Specifications outlined in this Bid Solicitation, the Specific Conditions and/or the Technical Specifications shall prevail.
- 2.31 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.32 PSD shall issue a written Addendum if substantial changes, which impact the technical submission of bids, are required. The Vendor shall certify its acknowledgement of the addendum by indicating receipt of each as required on the bid proposal form. In the event of conflict with the original Contract documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.33 Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.
- 2.34 Unit prices shall be provided by the Vendor on the Bid Form when required in conjunction with the prescribed method of award. The Vendor shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

- 2.35 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Vendor with its bid. If the Vendor fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.36 The accuracy of the bid is the sole responsibility of the Vendor. No changes in the bid shall be allowed after the submission deadline, except when the Vendor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.37 PSD may, at its sole and absolute discretion:
- 2.37.1 Reject any and all or parts of any or all, bids submitted by prospective Vendors;
 - 2.37.2 Re-advertise this Solicitation;
 - 2.37.3 Postpone or cancel the bid process for this Solicitation;
 - 2.37.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or
 - 2.37.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.38 There is no expressed or implied obligation for PSD to reimburse respondents for any expenses incurred in preparing bids in response to this bid solicitation.
- 2.39 PSD may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by PSD, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this Agreement.
- 2.40 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.41 Cooperative Purchasing Efforts
- Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.
- These organizations include:
- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
 - Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county,

municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

- Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the vendor. It is understood and agreed that PSD is not a legally binding party to any contractual agreement made between another governmental entity and the vendor as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on PSD in the current term or in any future terms.

3.0 SPECIAL CONDITIONS

- 3.1 All changes in bid documents shall be through written addendum. The vendor shall be solely responsible for confirming receipt of all addenda prior to bid submittal. Confirmation of addenda included in submitted bid is required on the bid form.
- 3.2 For services requiring vendor's presence on PSD Property, the successful vendor must provide proof of insurance that meets the insurance requirements stated in section four (4) of this Bid document. Vendor must maintain required insurance during the term of the contract.
- 3.3 During the performance of this contract, the vendor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the vendor. The vendor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this contract.

4.0 INSURANCE REQUIREMENTS

Service provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Risk Manager. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service provider shall furnish the District's Risk Manager with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by service provider. Service provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 4.0 shall not reduce the indemnification liability that service provider has assumed in section 2.19.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased Hired Vehicles

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers' Compensation

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance.

5.0 VENDOR'S RESPONSIBILITIES

- 5.1 Upon request, proof will be available that the vendor possesses adequate and sufficient equipment to perform quality products and service.
- 5.2 Samples, when requested, must be furnished free of expense.
- 5.3 Vendor, at its own expense, shall repair or replace and damages to any equipment, facilities or other personal or real property owned or leased by the owner which is damaged as a result of any such fault or defect, at no cost to the owner.
- 5.4 Vendor will be responsible for providing a clean and safe environment surrounding the work area at all times. Vendor shall be solely responsible for the safety of its work, materials and equipment. The building and property of PSD shall be left in an acceptable as found condition.
- 5.5 Vendor must maintain required insurance (section 4) during the term of the bid.

6.0 PROJECT SCOPE AND SPECIFICATIONS

- 6.1 Vendors shall supply and deliver dairy products as requested by PSD's individual school sites on a regular basis for the 2018 - 2019 school year. Deliveries are five (5) days per week. PSD will make every effort to work with the awarded vendor on delivery schedules.
- 6.2 Delivered milk shall meet Colorado Department of Health Consumer Protection Division Regulations and delivered at 40 F or less. Milk shall have a seven (7) day minimum shelf life.
- 6.3 Prices should be stated in **units of quantity specified**, with packing and delivery destination included. Please bid delivered prices.
- 6.4 All quantities listed are approximate and are given as a general guide for bidding and are not guaranteed amounts.
- 6.5 Each kitchen manager will place orders for the delivery of dairy products. Orders for the dairy products will be picked up at the kitchen at time of delivery. Additions or cancellations of orders must be accepted up to 24 hours before delivery.
- 6.6 Delivery service is to be made in a refrigerated truck. Product is to be delivered to each school's refrigerated storage unit, stocked and rotated. Product is subject to inspection upon delivery for acceptance at each school. All cases and containers are to be clean and sanitary. Any defective products shall be picked up at the time of the next scheduled delivery.
- 6.7 Separate delivery tickets are to accompany each delivery. Tickets are to be signed by the kitchen manager or his/her designee, with a copy of the ticket left at the kitchen.
- 6.8 Bills are to be sent weekly to cover the entire billing period. All bills should be sent to: Poudre School District Child Nutrition, Attention: Marilyn Overly, 1502 South Timberline Road, Fort Collins, CO 80524-8936.

- 6.9 If the vendor experiences a back order of items from its supplier or distributor, the vendor shall insure that such back orders are filled within a reasonable period of time. The vendor shall not invoice the District for back ordered items until items are delivered and accepted by the District authorized representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another vendor, and charge the vendor for any re-procurement costs.
- 6.10 In the event of default by the awarded vendor, PSD reserves the right to procure the commodities and/or services from other sources and hold the vendor liable for any excess cost associated thereby.
- 6.11 The vendor shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to PSD in accordance with the bid. All corrections shall be made within 4 hours after such deficiencies or defects have been verbally reported by the Child Nutrition Office or Kitchen. The vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.
- 6.12 In the event of school cancellation due to inclement weather or other causes, the awarded vendor shall deliver product to the sites on the next operable day of school.
- 6.13 Additional project specifications are as follows:
- Exhibit A: Buy American
- Exhibit B: Dairy Products School Deliveries

7.0 EVALUATIONS AND AWARD OF CONTRACT

- 7.1 Responses to this IFB will be independently evaluated.
- 7.2 Bidders shall enter price per unit. Multiply the price per unit times the number of units indicated and enter under total. Schools shall have the option of ordering partial cases as needed.
- 7.3 Award of contract shall be made to the responsive and responsible bidder meeting the specifications and as deemed to be in the best interests of PSD. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation. Bid will be awarded "ALL OR NONE" to one vendor.
- 7.4 A submission of a bid in response to this IFB is an offer to contract with PSD based upon the terms, conditions, scope of work and specifications contained in this IFB. A PSD purchase order, along with this IFB, addenda, the offer, and any amendments to this IFB shall constitute a binding contract without the necessity for further action by either party.
- 7.5 All prices shall remain firm for thirty (30) days, after which prices for milk can escalate or de-escalate at the rate equal to the changes in Class 1 raw milk prices determined by the US Department of Agriculture and paid by you, the vendor. The price at the time of the bid shall be the base price. The awarded vendor will notify PSD Child Nutrition in writing within

five (5) days of any increase or decrease in pricing. Said price shall remain firm for the entire preceding month. The initial contract term will be August 1, 2018 through July 31, 2019. At its discretion PSD may extend the contract annually for up to four additional years. Fixed fee prices shall remain firm for the initial contract period. At the end of the initial contract term, PSD may elect to either re-bid or renegotiate the existing agreement.

- 7.6 All changes in bid documents shall be through written addendum. Amendments or clarifications to the submitted bids not requested by the PSD evaluation committee will not be accepted, nor considered in awarding of the contract.

**EXHIBIT B
DAIRY PRODUCTS
SCHOOL LISTING**

CLP Middle School 3511 W Cty Rd LaPorte, CO 80535	Centennial High School 330 E Laurel St Fort Collins, CO 80524	McGraw Elementary 4800 Hinsdale Dr Fort Collins, CO 80526
CLP Elementary 3511 W Cty Rd 54G LaPorte, CO 80535	Lab/Polaris 1905 Orchard P1 Fort Collins, CO 80521	Blevins Middle School 2101 S Taft Hill Rd Fort Collins, CO 80526
Eyestone Elementary 4000 Wilson Ave Wellington, CO 80549	Bauder Elementary 2345 W Prospect Rd Fort Collins, CO 80526	Rocky Mtn High School 1300 W Swallow Rd Fort Collins, CO 80526
Tavelli Elementary 1118 Miramont Dr Fort Collins, CO 80524	Laurel Elementary 1000 E Locust Ct Fort Collins, CO 80524	Webber Middle School 4201 Seneca St Fort Collins, CO 80526
Lincoln Middle School 1600 W Lancer Dr Fort Collins, CO 80521	Leshar Middle School 1400 Stover St Fort Collins, CO 80524	Linton Elementary 4100 Caribou Dr Fort Collins, CO 80525
Irish Elementary 515 Irish Dr Fort Collins, CO 80521	Beattie Elementary 3000 Meadowlark Ave Fort Collins, CO 80526	Traut Elementary 2515 Timberwood Dr Fort Collins, CO 80528
Poudre High School 201 Impala Dr Fort Collins, CO 80521	O'Dea Elementary 312 Princeton Rd Fort Collins, CO 80525	Preston Middle School 4901 Corbett Dr Fort Collins, CO 80528
Putnam Elementary 1400 Maple St Fort Collins, CO 80521	Boltz Middle School 720 Boltz Dr Fort Collins, CO 80525	Bacon Elementary 5844 S Timberline Rd Fort Collins, CO 80528
Riffenburgh Elementary 1320 E Stuart St Fort Collins, CO 80525	Shepardson Elementary 1501 Springwood Dr Fort Collins, CO 80525	Fossil Ridge High School 5400 Ziegler Rd Fort Collins, CO 80528
Lopez Elementary 637 Wabash St Fort Collins, CO 80526	Kruse Elementary 4400 McMurray Ave Fort Collins, CO 80525	Timnath Elementary 3909 Main Street Timnath, CO 80547
Johnson Elementary 4101 Seneca St Fort Collins CO 80526	Zach Elementary 3715 Kechter Rd Fort Collins, CO 80528	Werner Elementary 5400 Mail Creek Lane Fort Collins, CO 80525
Wellington Middle School 4001 Wilson Ave Wellington, CO 80549	Bennett Elementary 1125 Bennett Road Fort Collins, CO 80521	Harris Elementary 501 E Elizabeth Fort Collins, CO 80524
Rice Elementary 7000 Third Street Wellington, CO 80549	Fort Collins High School 3400 Lambkin Way Fort Collins, CO 80525	Bethke Elementary 5100 School House Dr Timnath, CO 80547
Dunn Elementary 501 S Washington Fort Collins, CO 80521	Kinard Middle School 3002 East Trilby Road Fort Collins, CO 80528	Olander Elementary 3401 Auntie Stone St Fort Collins, CO 80526