



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

PRODUCE – November 2023

IFB #24-750-003

BID SCHEDULE

IFB Posted to BidNet:

October 9, 2023

Questions Due By:

October 16, 2023 @ 2 p.m. MT

IFB Closing Date:

October 23, 2023 @ 2 p.m. MT

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Poudre School District (the “District”) is requesting electronic bid responses from qualified Suppliers to provide fresh produce as specified in this Invitation for Bid (IFB). The Supplier’s response shall be based on the dates between and including November 2, 2023, through November 30, 2023. Suppliers shall treat each solicitation posted by the District as separate and submit all appropriate documents for each response.

The District shall provide copies of this IFB to Suppliers through the electronic solicitation platform www.bidnetdirect.com where registered Suppliers are required to submit their electronic IFB response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this IFB and the Supplier’s response thereto. The District may provide copies of this IFB to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this IFB and their response thereto.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Ivy Sipes
Sourcing Analyst
isipes@psdschools.org

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1.0 BACKGROUND

Poudre School District (the District) is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around

2.0 **GENERAL TERMS AND CONDITIONS**

- 2.1 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 -205.5. Information and materials that Supplier 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 Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier 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.
- 2.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.3 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the "District") by all prospective Suppliers (herein after referred to as "Supplier") on behalf of the District's Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications, and Requests for Proposals.
- 2.4 Submission of a bid response is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District and prior to award of the solicitation.
- 2.5 Supplier must provide all requested information. Failure to do so may result in rejection of the response at the option of the District.
- 2.6 The District is a public-school district exempt from the payment of sales and use taxes under Colorado Tax Exempt No. 98-03335. A copy of the District's Certificate of Exemption issue by the Colorado Department of Revenue is available upon request. The School District is exempt from City, County, State and Federal Sales/Excise Taxes.
- 2.7 It shall be the sole responsibility of the Supplier to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.8 There is no expressed or implied obligation for the District to reimburse suppliers for any expenses incurred in preparing response(s) to this solicitation.
- 2.9 Bid responses must meet or exceed specifications contained in the solicitation document.

- 2.10 All chemicals, equipment and materials proposed and/or used by Supplier 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). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 2.11 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Supplier(s) shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.12

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

- 2.22 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in the bid being considered non-responsive.
- 2.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this Solicitation, the Specific Conditions shall prevail.
- 2.24 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via BidNet. 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.
- 2.25 All information and supplemental documentation required in conjunction with this solicitation shall be furnished by the Supplier with their bid responses. If the Supplier fails to supply any required information or documents, their bid response may be considered non-responsive and ineligible for award.
- 2.26 The accuracy of the bid responses is the sole responsibility of the Supplier. No changes in the bid response shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.27 The apparent silence or omissions within this 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.
- 2.28 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.29 Upon delivery of the requested goods and/or services, the awarded supplier(s) shall submit an invoice to the District's Accounts Payable Department. The invoice shall reference the appropriate purchase order number, the delivery address and the corresponding delivery ticket or packing slip that was signed by the authorized representative of the District when the items were delivered and accepted. Under no circumstances shall the invoice be submitted to the District in advance of delivery and acceptance of the item(s).
- 2.30 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.
- 2.31 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.

- 2.32 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.33 The District may, at its sole and absolute discretion:
- 2.33.1 Reject any and all or parts of any or all bid responses submitted by prospective Suppliers;
 - 2.33.2 Re-advertise this solicitation;
 - 2.33.3 Postpone or cancel the solicitation process for this solicitation;
 - 2.33.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this solicitation or in bid responses received in conjunction with this solicitation; and/or
 - 2.33.5 Determine the criteria and process whereby bid responses are evaluated and awarded.
- 2.34 While the quantities stipulated in this solicitation will be used by the District for the purposes of determining the successful Supplier(s) meeting specifications, it is hereby agreed and understood that the District has the right to adjust/increase/decrease the quantities ordered in conjunction with this bid based on available budget.
- 2.35 As this solicitation specified the estimated number of items to be purchased by the District, it is understood and agreed that the District may, within the term of this contract, purchase additional quantities of the same model or brand of item from the awarded Supplier(s). Pricing will remain fixed and firm for the term of this award.
- 2.36 The Supplier(s) shall make deliveries within the timeframe(s) identified in Section 6, Cost Proposal. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Supplier, except in such cases, where the delivery will be delayed to due to acts of God, strikes, or other causes beyond the control of the Supplier. In these cases, the Supplier shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

2.37 Cooperative Purchasing Efforts.

2.38 The 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

4.1.6 For deliveries where items were deemed damaged, or not within specifications and were rejected, replacement items must be delivered by 12:00pm the same day as the original delivery.

4.1.6.1 The District will have 48 hours to report issues that weren't evident during initial inspection for credit to be handled by DSR.

4.1.6.2 If a delivery is delayed and will not occur between 6:15am and 7:15am (MST) on the expected delivery date, due to poor weather conditions or unexpected traffic, the delivery driver(s) must contact the warehouse or designee at: 970-490-3552. If nobody picks mat mat mat mas

4.3.3 Invoices must be emailed electronically to lposada@psdschools.org or designee.

4.3.4

- 4.4.3.10 Resolve issues and review performance and agreement compliance.
- 4.4.3.11 Research and resolve any questions and issues regarding invoicing and billing.
- 4.4.4 Supplier shall be prepared with adequate stock levels to cover the District's needs. The District's order/delivery fill rate must not fall below 98.0% (ninety-eight percent). Defective/rejective items shall not exceed a rate of 5% of the total order. Failure to comply with the established fill rate or acceptable defective/rejected rate may be treated as default.

5.0 EVALUATION AND AWARD

- 5.1 It is the intent of the District to award this contract to the responsive, responsible supplier who bids on the highest number of desired items with the lowest aggregate cost to the District. The District reserves the right to purchase items from suppliers other than the awardee when deemed in the best interest of the District. Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.2 Notwithstanding, the District reserves the right to alter this method of award if such alteration results in a cost savings to the District.
- 5.3 A submission of a bid in response to this IFB is an offer to contract with PSD based upon the terms, conditions 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.
- 5.4 PSD reserves the right to accept any portion of the bid or the entire bid as deemed in the best interest of PSD.
- 5.5 The Supplier shall submit an approved HACCP and recall procedures plan in with approved notification process. Under this plan, all items must be immediately traceable to their point of origin and the orders/deliveries that are affected.

6.0 COST PROPOSAL

- 6.1 See Exhibit A for Cost Proposal Spreadsheet. Each vendor is responsible for completing the highlighted fields in Exhibit A and submitting with their bid response.
- 6.2 Suppliers will have the opportunity to suggest an alternate grade and/or package size within the cost proposal under the designated heading. Only pricing for the items as listed in the form shall be placed in the "Price" column.

- 6.3 The District's prior year order quantities for each item per awarded time period are listed in Exhibit A. This is not a guaranteed order quantity.
- 6.4 Submitted pricing shall remain the same for the duration of the awarded time period. Justification for any price changes due to unforeseen circumstances must be sent to the District and pre-approved by the District before any price changes can take place.
- 6.5 In the event that produce is ordered during the term of one solicitation and the

8.0 REFERENCES

References are mandatory – List three Colorado, K-12 Public School District references for which your company has provided similar products and services.

1. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

2. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

3. Company Name _____
Address _____
Contact Person _____
Telephone/Email _____
Describe type of products/services supplied _____

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

- x Bodily Injury & Property Damage Combined Single Limit Minimum \$1,000,000
- x If Supplier operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language:
“Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with r rona0042. 3c--2 (on-0.002 Tc10 (on-b97 0 lity2 Tc10