



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

PRODUCE – December 2023 and January 2024

IFB #24-750-004

BID SCHEDULE

IFB Posted to BidNet:

October 26, 2023

Questions Due By:

November 2, 2023 @ 2 p.m. MT

IFB Closing Date:

November 14, 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 December 4, 2023, through January 30, 2024. 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 invited to submit bids. (b) (5) - P, (b) (5) - A, (b) (5) - D, (b) (5) - C, (b) (5) - E, (b) (5) - F, (b) (5) - G, (b) (5) - H, (b) (5) - I, (b) (5) - J, (b) (5) - K, (b) (5) - L, (b) (5) - M, (b) (5) - N, (b) (5) - O, (b) (5) - P, (b) (5) - Q, (b) (5) - R, (b) (5) - S, (b) (5) - T, (b) (5) - U, (b) (5) - V, (b) (5) - W, (b) (5) - X, (b) (5) - Y, (b) (5) - Z



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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 District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District 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. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District 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 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.
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- 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 The Supplier, by affixing his signature to this bid response, certifies that their bid response is made without previous understanding, agreement, or connection either with any persons, Suppliers or corporations offering a response for the same items or with the District. The Supplier also certifies that their bid response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.13 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.
- 2.14 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.
- 2.15 Supplier shall provide any and all services covered by a District issued purchase order or agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier 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 Suppliers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.16 Supplier warrants that all goods and/or services furnished as a result of this solicitation shall conform to the District's specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all
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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 Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, the Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. The Supplier 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 Supplier's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.

- 2.17 Supplier agrees to furnish the products and/or services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
 - 2.18 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier(s). The Supplier's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to deliver as and when promised the District 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 Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
 - 2.19 The Supplier 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 the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
 - 2.20 It is agreed that no otherwise qualified Intern shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual
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- 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 tick-2 (o be)4 (8 (e)4 (p))(p of/b.3 (e)40 (e)4 (l)-2p6 (e)4 ((h)-10 (a)4 dT8d
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- 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.
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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 include:

2.38.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

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2.39.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.

3.0 SPECIAL CONDITIONS

3.1 The supplier must ensure that all individual bags are stamped with a use by date.

3.2 The Supplier shall promptly correct all deficiencies, defects, and/or damages in items delivered to PSD in accordance with the solicitation. (See 4.1)

3.3 The bid awardee is not permitted to transfer any interest in the project whether by

assignment



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 up at this number, the driver(s) must call the emergency on-call number: 970-566-3839. Director Child Nutrition or designee will approve/deny the request for the delayed delivery and will advise if the delivery should be rescheduled for an alternate date/time. If a delayed delivery is rejected by the District, the District will not incur any costs for the redelivery of the order(s).

4.1.6.3 Each order shall be palletized, and items shall be in their original boxes from their original point of origin. Repacking, only when the desired size is less than a full case, will be permissible using plain or unmarked boxes and utilizing a total traceable system. **Any other Repacking without the expressed consent of the District will result in rejection of award.**

4.2 PLACING ORDERS

4.2.1 Supplier shall provide all acceptable ordering methods (e.g. Emailed

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

4.3.4 The District's payment terms are Net 30.

4.3.5



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



7.0 BID CERTIFICATION

**PRODUCE – December 2023 and January 2024
IFB #24-750-004**

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before November 14, 2023, at 2:00 p.m. MT.

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this bid response and that all information provided in the response is true and accurate.
 - Supplier has read the conditions, including the insurance requirements, 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 requested in the Bid submitted by the Supplier. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
 - The Supplier will adhere to all terms and conditions and provide, at a minimum, all products/services as expressed in the solicitation and/or the Supplier's bid responding to the solicitation.
 - The Supplier meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
 - The Supplier's bid response is being offered independently of any other Supplier and in full compliance with the terms specified in the solicitation.
 - The Supplier will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days fo 0 TdD-2 (i)-2 (-2 (2 (e)4 (-2 (ng t)d)-10 (a)
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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 _____



9.0 INSURANCE

Supplier 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. The District's receipt of a Certificate of Insurance from the



