



**REQUEST FOR PROPOSALS (RFP)
SCHOOL FOOD SERVICE DISTRIBUTOR**

RFP #1920

DATE PROPOSALS ARE DUE: February 13th, 2019 by 1:00 PM MST

Proposals Must Be Received by Date and Time Specified to Be Considered

Email all Proposals and associated files to:

shannon.thompson-emslie@laramie1.org

md-h@d49.org

and

RPS.Vendors@gmail.com

With a hard copy delivered by the deadline to:
St. Vrain Valley Schools, Attn: Patrice Cable,
2929 Clover Basin Drive, Longmont, CO 80503

The following forms are required to be returned in addition to Section III material:

Priced Product Listing (Attachment E)	X
Attachments C through L	X

All questions regarding this Solicitation must be submitted in writing to shannon.thompson-emslie@laramie1.org, md-h@d49.org and RPS.Vendors@gmail.com by January 17, 2019 at 4:00pm MST.

Responses to the RFP will be reviewed and scored by the RPS Board Members

Any change to this document by Respondent will invalidate the response.

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DEFINITIONS:

For consistency throughout this document:

“**Distributor**”, “**Respondent**”, or “**Proposer**” means a distributor that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the school, “**Distributor**” means the organization that submitted the successful proposal. Distributor can also be referred to as “**Vendor**.”

Awards will be made only to responsive and responsible vendors. **Responsive** means that the Distributor and their offer meet the requirements of this solicitation. **Responsible** means that the Distributor has the means to execute the procurement – they have the ability to provide the goods and/or services required. Such as adhering to the required delivery schedules and product requirements.

Cooperative members consist of those in the **Rockies Purchasing Services** membership and may be referred to as an SFA. **SFA** is School Food Authority, which is the administering unit for the operation of a school feeding program (typically Nutrition Services in a school district).

I. COOPERATIVE’S OBJECTIVES

This Request for Proposal is issued by Rockies Purchasing Services (RPS), a cooperative consisting of over 50 school districts within Colorado and in southern Wyoming. RPS started in 2009 as a southern Colorado cooperative, and merged with the Northern Colorado Cooperative in 2011. Member districts are located throughout the state along the Front Range (I-25 Corridor), Western Slope, and Southeast regions. Our annual purchases are approximately \$20,000,000.

The mission of school food service is to provide a variety of healthy school meals and other food services at affordable prices in support of the educational goals of students. The schools within the Cooperative participate in the National School Lunch and Breakfast Programs for reimbursement for meals that meet federal standards and are allocated USDA Foods for use in school meals through the Food Distribution Program. The schools will adhere to “Buy American” for their food service programs. Therefore, the Distributor are required to purchase, to the maximum extent possible, domestic products for use in the USDA Child Nutrition Programs.

The Distributor will be chosen to negotiate with the Cooperative under the terms of the proposal in effect for the 2019-2020 school year. **Agreement period is July 1, 2019 to June 30, 2020. Option for four (4) one-year renewals with an evaluation by February 1st of each year.**

II. PROCEDURAL REQUIREMENTS

A. Proposal Submission

Proposals will be accepted until 1:00 p.m. MST February 13th, 2019.

Submit proposals electronically to the following:

Shannon Thompson-Emslie MS, RD, LD
Nutrition Services Program Administrator
shannon.thompson-emslic@laramie1.org

Monica Deines-Henderson, MBA, SNS
Director Nutrition Services, District 49
md-h@d49.org

Jim Walker, Purchasing Consultant
Phone: 720/442-0708
RPS.Vendors@gmail.com

A hard copy of the proposal must be sent by the deadline to: St. Vrain Valley Schools, Attn: Patrice Cable, 2929 Clover Basin Drive, Longmont, CO 80503.

All questions in regards to this RFP must be submitted in writing and be received no later than January 17th, 2019. Questions may be e-mailed to the address above.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal is submitted by the required time. The Cooperative shall not waive or extend this requirement for any reason. Telephone and facsimile proposals will not be accepted. A submitted proposal shall remain valid for sixty (60) days from the proposal submission date.

The proposal must include the firm name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from the Cooperative.

If the Cooperative determines that there is a discrepancy or an omission from this RFP prior to the opening of proposals, an addendum will be issued to all Distributors that have submitted proposals.

B. Calendar of Events

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

Calendar of Events	
<u>Action</u>	<u>Date/Time</u>
RFP released	January 4th, 2019
Deadline for questions from Proposers*	January 17th, 2019
Response to all questions sent to Proposers	January 31st, 2019
Proposal due date+	February 13th, 2019 1:00 p.m. MST
Oral Presentations & Proposal scoring	February 28th, 2019
Approval and award	March 8th, 2019
Contract begins	July 1st, 2019

***Any questions related to the RFP will be answered in an Addendum. Email questions to shannon.thompson-emslie@laramie1.org, md-h@d49.org, RPS.Vendors@gmail.com by 4:00 pm MST, January 17, 2019. You should receive an email response indicating that your question(s) have been received. If you don't get this, please contact Jim Walker right away at 720/442-0708.**

+Email all proposals and associated files to: shannon.thompson-emslie@laramie1.org, md-h@d49.org, RPS.Vendors@gmail.com by 1:00 pm MST, February 13, 2019. You should receive an email response that says "Your proposal has been received". If you don't get this, please contact Jim Walker right away at 720/442-0708. A hard copy of the proposal must be received by 1pm MST, February 13, 2019 to: St. Vrain Valley Schools, Attn: Patrice Cable, 2929 Clover Basin Drive, Longmont, CO 80503. Please sign Attachment J, Vendor Proposal Form, in blue ink.

C. Evaluation Criteria

The Cooperative will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. Each voting member of the bid committee will fill out the scoring rubric (found in attachments). The scoring rubric is color coded as noted below. Each criteria section of the scoring rubric will create a factor for the evaluation criteria. For example, if the total possible score for responsiveness is 60 and a respondent scores 55: $55/60 = 0.91$. In the criteria for responsiveness that respondent will receive a score of $20 \times 0.91 = 18$. Pricing criteria is a separate category and is weighted highest of all criteria based on best price.

Criteria	Maximum Score
<i>Pricing</i>	51
<i>Responsiveness (in blue)</i>	20
<i>Responsible (in green)</i>	25
<i>Online ordering and an alternative ordering method by phone or fax (in dark orange)</i>	10
<i>Service & Delivery - Ability to meet the requirements in Section III-D, Attachment B.1 (in magenta)</i>	30

<i>References – Experience with K-12 SFAs(in dark red)</i>	19
<i>Oral presentation - (second page of scoring rubric document)</i>	40
<i>Can provide information showing that the respondent is a minority business enterprise, women’s business enterprise, or a labor surplus firm. (in gold)</i>	5
Total	200

D. Oral Interviews

All “responsive” and “responsible” respondents will be asked to attend oral interviews. Determination of “responsive” and “responsible” respondents will be made by reviewing the RFP responses that were submitted and selecting all that meet the RFP criteria. Oral interviews will be at the respondents expense. See second page of scoring rubric document for oral presentation scoring.

E. Proposal Selection

Upon completion of evaluation of proposals, the Cooperative shall choose the Vendor to be awarded the agreement. The awarded Vendor will receive immediate notification with the understanding that this is contingent upon the Cooperative’s Board approval. Other Distributors that submitted proposals will be notified when the Cooperative approvals have been completed.

The Cooperative reserves the right to:

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

Distributor has the right to withdraw its proposals if the Cooperative changes the type of award as described in Section B, above.

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

III. REQUIREMENTS

A. USDA is now requiring pricing on all products not included in the market basket. Please provide a means to determine pricing for all items. This can be via website or electronic list. The pricing of all miscellaneous goods must be reasonable.

B. Pricing Method and Fees

The allowable methods for submitting product prices in the agreement are “**Firm Price**” and/or “**Cost plus Fixed Fee**.” Respondents must clearly define whether Firm Price, Cost plus Fixed Fee or a combination of both is being submitted.

All **Firm Prices** will be held for the entire length of the one (1) year contract.

Cost-plus Fixed Fee method of pricing shall use the standard method as follows. “Cost” is derived from the most recent invoice cost to the Distributor’s distribution center of such product. This includes any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to the Distributor’s distribution center. Storage and handling charges associated with forward purchases, if any, should also be included. “**Fixed Fee**” is defined as the difference between cost, as defined above, and the selling price to the Cooperative. Fixed Fee shall remain firm for the duration of the agreement regardless of supplier invoice price. **Proposals utilizing a “Cost plus Percentage” will be immediately eliminated from consideration.**

In the Cost plus Fixed Fee method, the Distributor shall ensure that all discounts, rebates, credits, and allowances it receives are passed onto the Cooperative members. This includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to the Cooperative; allowances attributable to the Cooperative volume; performance-based allowances; fees for merchandising service, and performance-based discounts. The Distributor will maintain records and source documents in support of all costs, discounts, rebates, and credits. The Vendor will provide credits or refunds to the Cooperative member within 60 days of notification in writing from the Cooperative member.

NOTE:

- *The SFA shall ensure that the Distributor fully discloses all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the School District.”*
- *Only allowable costs will be paid from the nonprofit school food service account to the Distributor net of all discounts, rebates, and other applicable credits accruing to or received by the Distributor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the School Food Authority.*
- *Sufficient detail and information must be supplied to the SFA to identify allowable and unallowable costs, as well as the amount of all discounts, rebates and other applicable credits on invoices.*

C. Ordering Procedures

Each Distributor will have an online ordering method available and provide any necessary training to members for use of the online system. Additional alternative ordering methods of fax and phone must be available. If minimum orders are required, this must be disclosed with detailed requirements in the response.

D. USDA Foods

The RPS Cooperative requests proposals in response to the Request for Proposal (RFP) for purchasing commercial food products, Net Off Invoice (NOI) products, Fee for Service through the Distributor (FFSD) and related services from a Vendor. The Respondent needs to provide example invoice showing the ability to process NOI items or FFSD.

RPS Cooperative request the respondent state Distribution fix fee costs per case on USDA further processed foods passing through the Distributor to the Cooperative member.

RPS Cooperative will provide a list of intended USDA further processed foods for the 2019-2020 school year to the successful respondent once the USDA ordering session has closed with forecasting.

E. Stocked Items, Substitutions and Special Orders

The Cooperative expects the Distributor to fulfill 98 percent of orders without shortages, outages or substitutions. If Distributor is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, ***with*** prior approval of an assigned representative for the affected Cooperative member. Change of stock items must be pre-approved by the Cooperative Board.

Special orders will not ship out automatically. The Vendor will work with assigned representative for the affected Cooperative member as to delivery date of each order. All other items shall be available in stock if membership consistently utilizes three (3) cases per week or twelve (12) cases per month.

F. Delivery

Individual schools and their delivery locations, times, as well as frequency are listed in Attachments B.1 and B.2.

Delivery days and times will be defined by the schools.

In the event of a school closure or environmental event that prohibits normal delivery, the delivery will be rescheduled to the first open day after closure or event. The Districts will notify the Vendor as soon as they are aware of a District/School closure.

Notification of rescheduled delivery will be the responsibility of the Vendor.

All shipments shall be delivered FOB: Destination – no freight, fuel or delivery surcharges will be allowed. Rescheduled delivery in the circumstances aforementioned will be at no additional cost.

G. Communication

Distributor shall designate a contact person to work with the Cooperative.

Nutritional Information: Distributor will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on all products, either in paper or electronic form, upon request from the Cooperative.

Reports: Distributor will provide all reports as requested by the Cooperative within five (5) business days.

H. Payment Terms

The schools shall remit payment to the Distributor within 30 days, from the date of receipt and approval of invoices. Districts will not pay interest on late payments.

I. Product Specifications

Refer to the Attachment E, Product List, for product specifications and anticipated purchase quantities. This list reflects the required market basket purchases of the membership representing seventy five percent (75%) of the dollar volume, per USDA requirements.

Complete all required columns for each product. If the brand field states “Approved Equivalent” or “Equivalent,” indicate the brand name, pack size, product number, and item number of the item you are bidding. If responding with an “Equivalent” item the “SPEC” sheet must be attached.

Quantities shown on the Product List are based on previous years’ purchases and are accurate to the best of our ability. However, Distributors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

IV. Standard Terms and Conditions

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

Recordkeeping

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

Auditing Rights

The Cooperative reserves the right to conduct quarterly audits to ensure that the Cooperative receives the best possible Net Delivered Price for all goods covered by this contract. Distributor shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. The Distributor shall furnish computer verification of costs for line items to be price verified quarterly. These reports will be due to the Cooperative by the 15th of the month following the calendar quarter. The Cooperative will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10 percent is found, a complete market basket audit may be performed. The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

The members of the Cooperative expect full restitution of any mistakes found to be in the members favor during an audit, and that full actions are taken to correct any procedures that allowed the mistake to happen.

Food Laws

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

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

Upon request from the Cooperative, Distributor shall also provide:

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

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

Insurance

Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

Distributor shall provide certificates of insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail thirty (30) days written notice to the Cooperative.

Taxes

Schools in the Cooperative are exempt from state sales tax. All invoices shall not include any state sales tax charges. The schools shall provide Tax ID upon request.

ORA (Open Records Act)

In accordance with the Open Records Act, proposals submitted may be made available to the public upon request. As some information may be considered proprietary or confidential, bidders are asked to submit a "public" version of their proposal. With this copy, include an outline of items that were removed.

Undocumented Workers

Pursuant to C.R.S. § 8-17.5-102, the Cooperative may not enter into nor renew a contract for services with contractors who knowingly employ or contract with undocumented workers under said contract. Work under the contract also may not be subcontracted to contractors who employ or contract with undocumented workers to perform work under the contract. An undocumented worker is defined as a person who is not a citizen or a legal resident of the United States and does not hold a valid work visa from the United States government to earn wages for services rendered.

Bidders shall submit a written certification with the notarized signature of a principal of the company, such as the president, vice-president, or owner, stating that the firm understands the provisions of C.R.S. § 8-17.5-101 et seq. and does not, to his or her knowledge, currently employ or contract with undocumented workers (Attachment L). In addition, each bidder shall certify that it has participated in or attempted to participate in the basic employment verification pilot program established by Public Law 104-208, as amended by Public Law 108-156, and administered by the United States Department of Homeland Security. The successful bidder shall be required to enter into a contract with the District including the following provisions:

Contractors shall not knowingly employ or contract with undocumented workers to provide services under the contract. Contractors shall enter into contracts with all subcontractors that require that the subcontractors certify to contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under the public contract. Contractor shall comply with the provisions found in C.R.S. § 8-17.5-102 (2)(a).

In the event a successful bidder fails to comply with any of the foregoing requirements or the provisions of C.R.S. § 8-17.5-101, such noncompliance shall constitute a material

breach of the contract and the Cooperative, in its discretion, may terminate the contract and recover its actual and consequential damages.

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. Distributor 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.

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

Certification Regarding Debarment or Suspension

The Distributor certifies that neither the Distributor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The

Distributor specifically covenants that neither the Distributor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to RFP the respondent is certifying they are in "Good Standing".

Lobbying

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

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

Other Federally Required Contractual Provisions

Distributor is required to comply with the following provisions, as applicable:

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

Right to Inventions Made Under Contract

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

Non-Performance of Contract and Termination

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

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

Changes to Contract

Mutually agreed upon changes to this contract between the awarded recipient and the cooperative board must be followed up with an addendum.

Termination for Convenience

The Cooperative may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Distributor.

Final Payments

Upon any termination of the award, the schools will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination within sixty (60) business days. The selected Distributor shall reconcile all outstanding credits, submit all required reports and any other information within sixty (60) business days of termination.

Agreement Period

July 1, 2019 to June 30, 2020

Option for four (4) one-year renewals with an evaluation by February 1st of each year.

Written Protest Procedures

Any bidder, person, or entity may file a bid protest with the Cooperative. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Contract Administrator no later than 3 business days after the date of the Bid award or notice of unsuccessful bid. Contract Administrator will investigate the basis for the Bid protest and analyze all facts. The Cooperative will notify the Bidder whose Bid is the subject of the Bid protest of evidence found as a result of the investigation, and afford the Bidder an opportunity to rebut such evidence, and permit the Bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. The Cooperative will issue a written decision within 15 business days following receipt of the Bid protest, unless factors beyond the Cooperative's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Cooperative. A copy of this decision will be furnished to the protestor and any other parties affected.

Attachment A

Checklist

The following information and completed forms must be submitted for a complete proposal:

- Completed Product List (Firm Price and or Cost plus Fixed Fee per case)

- Description of procedures, including delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, and sales staff. Also include a description of how you plan to meet each of the evaluation criteria.

- Copy of HACCP Plan

- Identification of any Cooperative requirements (Section III of this RFP) that cannot be fully met.

- Description of any ancillary services that will contribute to the Cooperative requirements, with no additional cost.

- Documentation of proof of being *minority business enterprise, women's business enterprise, or a labor surplus firm.*

- Completed and signed certifications (Attachments C through K).

Additional Requirement before the winning response will be converted to a contract:

- USDA is now requiring pricing on all products not included in the market basket. Please provide a means to determine pricing for all items. This can be via website or electronic list. The pricing of all miscellaneous goods must be reasonable. This must be submitted when the contract is signed.

Attachment B.1 – SFA List with ADP

Attachment B.2 – Drop Locations with Quarterly Avg Delivery windows

Attachment C

Vendor Pricing Form

Proposer - Complete, sign and return this "Vendor Pricing Form" along with the "Proposer Contact Information".

Completed proposal must be submitted no later than: February 13th 2019 at 1:00 PM MST.

Proposer failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Organization Name (print):

Name and Title of Authorized Representative (print):

Address: _____

City: _____ State: _____ ZIP: _____

Certify Statement:

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation and the vendor's proposal, which is hereby incorporated by reference and made a part hereof. The vendor agrees to be bound by such terms and conditions. I further agree that any conflict between the terms and conditions of the solicitation and the vendor's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the vendor and the SFA.

Accepting a Proposer proposal does not constitute award of the contract. If your proposal is accepted, these documents will serve as the contract with the Cooperative.

I understand that the Cooperative reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

Signature (of authorized representative) Date

Print Name: _____ Title: _____

Attachment D

Proposer Contact Information

Proposer Name: _____
Contact Person for Orders: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Emergency Contact Person for After/Before Hours

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

PROPOSER REFERENCE LIST

Reference One – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Two – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Three – Company Name: _____
Contact Person: _____
Office Phone: _____

E-mail: _____

Attachment F

EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:

CERTIFICATE

I/We hereby certify that the

Company Name	Address	Phone Number
--------------	---------	--------------

Is an equal opportunity employer as defined in Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Upon request of the Business Services Department of the Cooperative, we will show proof that our employment practices do meet in every respect the requirements of Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Owner/Officer of firm:

Printed Name

Title

Signature

Date

Attachment G
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.

List of Non-Domestic Products to be Provided:

PRODUCT	ORIGIN

CERTIFICATE

I/We hereby certify that the

Company Name	Address	Phone Number

Will abide with the Buy American Act and supply domestic products to Rockies Purchasing Services except in the authorized exceptions listed above.

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:

Printed Name	Title
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Signature	Date
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Attachment H

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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 510,000 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 agreement, 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 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Instructions for 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," "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 the 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 tier 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

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 the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require the 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 five 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.

Attachment I

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being duly sworn, deposes and says that:
(Printed Name)

1. He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
(Company)
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the St. Vrain Valley School District or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

_____ (Signed)

_____ (Title)

Subscribed and sworn to before me this _____ day of _____, 20 __

Notary Public

Address

My commission expires: _____

Seal:

Attachment J

**VENDOR PROPOSAL FORM
RFP #1920
School Food Service Distributor**

(Proposals Must Be Received By: February 13, 2019 at 1:00 p.m.)

Submitted By (*please type or print*):

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Proposal Certification (If a Proposal is offered):

The undersigned hereby affirms that:

- ◆ He/She is a duly authorized agent of the Bidder;
- ◆ He/She has read the General Terms and Conditions, the Special Conditions which were made available to the Firm or Individual in conjunction with this Proposal and fully understands and accepts these terms unless specified variations have been expressly listed on the Proposal Form;
- ◆ The Proposal is being offered independently of any other Bidder; and
- ◆ He/She agrees that this is a requirements and firm price contract for a specified period, not a guaranteed volume contract.
- ◆ He/She has included all required Attachments C through L.

By: _____

Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Note: Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Variations:

The bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Sect_____ Variance_____

Sect_____ Variance_____

Sect_____ Variance_____

Sect_____ Variance_____

Sect_____ Variance_____

Sect_____ Variance_____

Attach additional sheets if necessary.

Attachment K

CERTIFICATION STATEMENT REGARDING UNDOCUMENTED WORKERS

The District will not enter into a Contract for services with contractors who knowingly employ or contract with undocumented workers to perform work under the Contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all Contracts awarded by the District will contain the following certification:

The Contractor, whose name and signature appear below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of CRS 8-17.5-102 et seq.
2. The Contractor shall not knowingly employ or contract with an undocumented worker to perform work under this Contract or enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker.
3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an undocumented worker, the Contractor shall:
 - a. Notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker, and
 - b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the Contractor shall not terminate the subcontract if during such three days the subcontract provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.
4. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any undocumented workers, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(5).
5. If the Contractor violates the provisions of this section GC-10.2, the Owner may terminate the contract for breach and the Contractor shall be liable for actual and consequential damages.

CERTIFIED and AGREED to this _____ day of _____, 20__.

CONTRACTOR:

BY : _____
Signature of Authorized Representative

(Printed Name)

(Position/Title)