INVITATION TO BID

Bid number: 20-035-3

Bid for: FOOD & NUTRITION SERVICES- Insulated Food Servers
(Small Equipment- Non-Electric)

Return Proposal to: Cherry Creek School District #5
Attn: Student Nutrition Center
14270 E. Briarwood Ave.
Centennial, CO
(720) 886-7169

Contact: Kim Kilgore
Phone number: 720-886-7176, Fax number 720-886-7171
Email: kkilgore@cherrycreekschools.org

Schedule of Events
The following Invitation to Bid Schedule of Events represents the best estimate of the schedule the District will follow, which is subject to change at the District’s discretion. The District has performed extensive planning work and plans to meet the dates described below. The District reserves the right to add or delete events as may be necessary.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posted on Bid Net</td>
<td>June 16, 2020</td>
</tr>
<tr>
<td>Written Inquiry Deadline</td>
<td>June 24, 2020</td>
</tr>
<tr>
<td>Response to Written Inquiries</td>
<td>June 29, 2020</td>
</tr>
<tr>
<td>RFP Due Date</td>
<td>July 01, 2020</td>
</tr>
<tr>
<td>Contract Award</td>
<td>July 03, 2020</td>
</tr>
</tbody>
</table>
## General Information

<table>
<thead>
<tr>
<th>RFP NUMBER:</th>
<th>20-035-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Insulated Food Servers (Small equipment- Non-Electric)</td>
</tr>
<tr>
<td>Solicitation Due Date:</td>
<td>July 01, 2020 Time: 2:00PM MTN</td>
</tr>
</tbody>
</table>
| Issuing Office: | Cherry Creek School District #5  
Food and Nutrition Services  
14270 E. Briarwood Avenue  
Centennial, CO 80112 |

Vendors must ensure that proposals are delivered to the issuing office by the above designated date and time.

Late proposals will not be accepted nor evaluated.

Proposals that do not comply with the requirements of this IFB may be rejected.

Vendors are encouraged to read the entire IFB prior to submitting a proposal. Cherry Creek School District (CCSD or District) reserves the right to make award without discussions, based on initial proposals received therefore, vendors should ensure their best terms and pricing with initial proposals. Likewise, CCSD may conduct discussions with one, some, or all vendors as determined in their sole discretion to be in the District’s best interests. CCSD further reserves the right to cancel this IFB and/or reject offers, without obligation, as determined in the best interests of the District.

VENDORS ARE ADVISED TO CAREFULLY READ THE ENTIRE SOLICITATION PACKAGE PRIOR TO BID SUBMISSION.
# Table of Contents

Definitions ........................................................................................................................................4

Section 1- Transmittal Page ..............................................................................................................5

Section 2- Standard Terms and Conditions ....................................................................................7

Section 3- Special Terms and Conditions ......................................................................................14

Section 4- Attachments ...................................................................................................................21  
  Attachment A- Contract Signature Page .........................................................................................22
  Attachment B- Small Equipment Specifications ............................................................................23
  Attachment C- Vendor Bid Form ....................................................................................................26
  Attachment D- Lobbying Certificate and Disclosure ....................................................................28
DEFINITIONS

Addendum - A change, addition, alteration, correction or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to this ITB.

Bid Unit - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contractor - The provider of the goods and/or services under the Contract.

Contract Documents - Consist of the Agreement between the District/SNP (School Nutrition Program) and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item - Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Invitation to Bid (ITB) - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An ITB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The ITB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

Pack size - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

Purchase Unit - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

Solicitation - A document used by the District/SNP (School Nutrition Program) to acquire goods and/or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program
The Cherry Creek School District, School Nutrition Program (District/SNP) is requesting bids for Small Equipment Products for the bid period July 1, 2020 through June 30, 2021. Bids are due by July 01, 2020 at 2:00 p.m. Bids will be opened at The Student Nutrition Center located at 14270 E Briarwood Avenue, Centennial, CO 80112. Bids shall be mailed or delivered to the Student Nutrition Center 14270 E Briarwood Avenue, Centennial, CO 80112. Facsimiles will not be accepted. Bids must be enclosed in a sealed envelope and marked with the company name, date, and “INSULATED FOOD SERVERS”. Line items must be submitted on our original bid pricing sheet, as well as in electronic format (email attachment in Excel format- no PDFs). Bids must be filled in completely to be considered.

Questions regarding this Invitation to Bid shall be directed to Kim Kilgore, RD, SNS, Director of Food and Nutrition Services, kkilgore@cherrycreekschools.org, 720-886-7176 or Roxanna Hernandez, FNS Supervisor, rhernandez28@cherrycreekschools.org, 720-886-7169. Questions must be received by June 24, 2020.

Bidders may download solicitations by going to Rocky Mountain e-purchasing System Solicitations Management/ BidNet Direct bidnetdirect.com

I. INTENT

a) It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Small Equipment Products. To the Cherry Creek School District Food and Nutrition Services through sealed bids.

b) The District is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached small equipment list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the ITB and any applicable Addenda.

c) The District reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the District.

II. CONTRACT TIME PERIOD

a) Initial Term - The initial term of this contract, which results from the award of this ITB, shall commence on July 1, 2020 and terminate on June 30, 2021.

b) Extension Option -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid but not to exceed three (3) months.

c) Renewal Option - This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The District is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the District.
a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, “ITB for Insulated Food Servers.”

b) Bids must be received by the District no later than 2:00 pm on July 01, 2020.

c) Late bids shall not be accepted. The District shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Student Nutrition Center. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Cherry Creek School District
Student Nutrition Center
14270 E Briarwood Avenue
Centennial, CO 80112

d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Districts sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the District.

e) The District has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

<table>
<thead>
<tr>
<th></th>
<th>June 16, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td></td>
</tr>
<tr>
<td>Final Date for Written Inquiries</td>
<td>June 24, 2020</td>
</tr>
<tr>
<td>Deadline for Submitting Bids</td>
<td>July 01, 2020</td>
</tr>
</tbody>
</table>

V. AWARD DETERMINATION STATEMENT

a) This ITB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.

b) The award of this ITB is contingent upon available budget funds and approval of the Cherry Creek School District Food and Nutrition Services Department.

c) The District will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within approximately sixty (60) days of the opening of the bids. Submitted bid pricing shall remain valid during this sixty-day period. The District reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

d) An official letter of acceptance will be forwarded by the District to the successful Bidder after bid selection and prior to contract award.

e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the District shall be drafted from (a) the ITB and addenda, (b) the selected bid response to the ITB by the Bidder and any attachments thereto, and (c) all written communications between the District and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.
VI. SYSTEM CONTACT INFORMATION

a) This Invitation to Bid (ITB) is issued by Cherry Creek School District Food and Nutrition Services. All inquiries, clarifications, or interpretations regarding this ITB should be directed in writing to: Student Nutrition Center, 14270 E Briarwood Avenue, Centennial, CO 80112

b) Responses to inquiries that affect the content of this ITB will be provided in writing to all recipients of the ITB. It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The District will accept only written inquiries regarding this ITB until June 24, 2020 in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an ITB will be furnished to all prospective Bidders as an Addendum to the ITB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Vendor Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2- STANDARD TERMS AND CONDITIONS

This contract between the Hall County Board of Education and the Vendor shall be governed in accordance with the laws of the State of Colorado and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over $100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids $100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over $25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Colorado or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
III. CONTRACT TERM CLAUSES

The Contract between the District and the Contractor shall begin and end on the dates specified in the ITB, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. Contract Renewal. The District shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the Standard Contract on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the SFA, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a written notice or Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the SFA and the Contractor.

Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the SFA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the SFA a continuous supply of the identified goods and services.

IV. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act - 7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term ‘domestic commodity or product’ means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

V. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a. Immediate Termination. This Contract will terminate immediately and absolutely if the School Food Authority determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the School Food Authority cannot fulfill its obligations under the Contract, which determination is at the School Food Authority's sole discretion and shall be conclusive. Further, the School Food Authority may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

(i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

(ii) The School Food Authority determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
(iii) The Contractor fails to comply with confidentiality laws or provisions; and or

(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidder’s process that is materially false, deceptive, incorrect or incomplete.

b. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the School Food Authority to declare the Contractor in default of its obligations under the Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School Food Authority’s satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The School Food Authority determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

   (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable federal or county or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the School Food Authority reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   (v) The Contractor has failed to comply with applicable Federal and State laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

   (vi) The Contractor has engaged in conduct that has or may expose the School Food Authority or the Cherry Creek School District to liability, as determined in the School Food Authority’s sole discretion; or

   (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the School Food Authority, the Cherry Creek School District, or a third party.

c. **Notice of Default.** If there is a default event caused by the Contractor, the School Food Authority shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period specified in the School Food Authority’s written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the School Food Authority may:

   (i) Immediately terminate the Contract without additional written notice; and/or

   (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

   (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

d. **Termination for Convenience.** Following thirty (30) days written notice, the School Food Authority may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the School Food Authority up to and including the date of termination.
(i) The School Food Authority’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the School Food Authority; and/or

(ii) The School Food Authority’s duties are substantially modified.

f. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the School Food Authority, the School Food Authority shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the School Food Authority is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor’s claim. This provision in no way limits the remedies available to the School Food Authority under the Contract in the event of termination. The School Food Authority shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

g. **The Contractor’s Termination Duties.** Upon receipt of notice of termination or upon request of the School Food Authority, the Contractor shall:

(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the School Food Authority may require;

(ii) Immediately cease using and return to the School Food Authority, any personal property or materials, whether tangible or intangible, provided by the School Food Authority to the Contractor;

(iii) Comply with the School Food Authority’s instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

(iv) Cooperate in good faith with the School Food Authority, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the School Food Authority any payments made by the School Food Authority for goods and services that were not delivered or rendered by the Contractor.

VI. **HUB STATEMENT** (7CFR3016.36(e))
It is the intent of the Cherry Creek School District to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VII. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT** (for bids over $10k)
In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.
VIII. ENERGY POLICY AND CONSERVATION ACT STATEMENT
Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

IX. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

X. CIVIL RIGHTS STATEMENT
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

XI. RECORD RETENTION AND ACCESS CLAUSE
The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently an properly document and calculate all charges billed to the Cherry Creek School District, School Nutrition Program throughout the term of the Contract for a period of at least (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Colorado or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Cherry Creek School District reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement evidence of criminal conduct will be turned over to the proper authorities.
XII. BID DISPUTE PROCEDURES
Protests: A dispute shall comply with and be resolved according to CO ST § 24-109-102(1). All disputes shall be in writing and shall be delivered to the address of the individual listed in the “if you have questions” on the Invitation to bid. A dispute of a solicitation shall be received by the named individual before the offer due date. A dispute of a proposed award or of an award shall be filed within ten days after the disputor knows or should have known the basis of the dispute.

A dispute shall include:
_ the name, address, and telephone number of the disputor;
_ the signature of the disputor or an authorized representative of the disputor;
_ Identification of the purchasing agency and the solicitation or contract number;
_ a detailed statement of the legal and factual grounds of the dispute including copies of relevant documents and the form of relief requested.

The Cherry Creek School District shall in all instances disclose information regarding protests to State Agency.

XIII. NON-COLLUSION STATEMENT
"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per C.R.S. and 1 CCR 101-109. I further certify that the provisions of the official code of Colorado annotated (C.R.S., 18-8-308) have not and will not be violated in any respect."

XIII. CODE OF CONDUCT Per regulation 7CFR3016.36(3)

CODE OF CONDUCT
CHERRY CREEK SCHOOL NUTRITION PROGRAM

The following conduct will be expected of all persons who are engaged in the award and administration of contract supported by Child Nutrition Program funds.

No employee, officer, or agent of Cherry Creek School District shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when any of the following has a financial or other interest in the firm selected for the award:

a. The employee, officer, or agent
b. Any member of his immediate family
c. His or her partner
d. An organization which employs or is about to employ any of the above. The Cherry Creek School District employees, agents, or officers shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

The purchase on a school premise of any food or service from a contractor for individual use is prohibited. The removal of any food, supplies, or equipment is prohibited. The outside sale of such items as used oil, empty cans, etc., will be sold by contract between the Cherry Creek School District and the outside agency.

Failure of any employee to abide by the above-stated code could result in a fine, suspension, or both, or dismissal. Interpretation of the code will be given at any time by contacting the School Nutrition Director.
at (720) 886-7176. Cherry Creek School District will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the school food authority.

We, the undersigned, have read and discussed this code and fully agree to abide by the guidelines set forth in this Code of Conduct.

**XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time and shall not give rise to any contract claim.

**XV. EXCEPTIONS TO TERMS AND CONDITIONS**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.
SECTION 3- SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The District/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

II. PROPRIETARY INFORMATION:

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

a) Bidders are required to list packer, manufacturer, manufacturer’s code (item number) brand, where indicated on bid documents.

b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.

c) Grade must be listed for all small equipment products.

IV. TERMS AND CONDITIONS

**Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor’s facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

**Product protection guarantees:** School districts have “automatic” product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

**Brand identification:** This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When “Distributors Choice” is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When “Private Label” is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.
Standards of identity: All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted. The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word “only” the potential contractor must bid on the pack specified.

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. Contractor must notify SNP of all outs prior to delivery. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

V. METHOD OF PAYMENT and PRICING INFORMATION

a) Prices - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The District/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the District/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing
   i) Invoices, at minimum, shall consist of the following information:
      1. Delivery location
      2. Item description and cost
      3. Extended cost for total quantity purchased
      4. Total cost of all products purchased
ii) Monthly statements will be broken down by school invoice and mailed to:

Jake Torres  
Student Nutrition Center  
Cherry Creek School District  
14270 E Briarwood Avenue, Centennial, CO 80112

METHOD OF SHIPMENT/DELIVERY

a) Orders and deliveries - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) Ordered items shall be delivered within two weeks of receiving the respective purchase order. All back order should be reported to school nutrition purchasing specialist.

c) All deliveries are to be F.O.B Destination to invoice address.

d) Delivery schedules that fall on a holiday will be made the following business day.

e) Delivery of product must be made in a well-maintained truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified. Delivery shall be between the hours of 7:00 a.m. until 12:00 p.m. and shall be checked by responsible designated personnel to assure proper delivery, pricing and product. Deliveries can be split into 2 days with prior approval. Deliveries must be made by 12:00 p.m. If Vendor needs addition time on the delivery day the purchasing specialist must be notified that day with a list of schools that will not receive deliveries.

h) Usage Reports: The vendor must furnish usage reports on all products delivered to the Student Nutrition Center when requested.

VI. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this ITB. At the District/SNP’s discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the District/SNP’s opinion, the best overall solution to meet the District/SNP's specifications.

b) The District/SNP reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the District/SNP.

VII. ADDITIONAL BID INSTRUCTIONS

a) Bid modifications - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The District/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the Student Nutrition Center before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** - If clarification of the specifications/instructions is required the request shall be made in writing not later than specified time and date set for the bid inquiries. The school district will respond to the request in the form of an addendum issued to all potential bidders. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

d) **Bid examination** –

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the ITB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

iii) The District/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

iv) Issuance of this ITB in no way constitutes a commitment by the District/SNP to award a contract. The District/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the District/SNP.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the District/SNP may be considered a non-responsible Bidder and their bid may be rejected. The District/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The District/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the District/SNP.

**VIII. ORDERING INFORMATION**

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable products. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable products will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.
c) **Emergency orders** - In an emergency situation in which the District/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the District/SNP be responsible for ordering/paying for the resulting difference.

**IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

**X. ASSIGNMENT**

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the District/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the District/SNP.

**XI. INDEMNIFICATION**

The vendor shall act as an independent Contractor and not as an employee of the District/SNP. Vendor agrees to indemnify and hold harmless the District/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this ITB.

**XII. TIME OF PERFORMANCE**

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award.

b) The Contractor must comply with the time of performance.

**XIII. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.
XIV. EVIDENCE OF INSURANCE (Best Practice)

a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this ITB the following insurance:

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>General Liability/ Property Damage</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability/ Property Damage</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
</tbody>
</table>

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the District/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Cherry Creek District its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the District/SNP. Such certificate shall be issued to: Cherry Creek School District Food and Nutrition Services.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XV. EXCEPTIONS (Best Practice)

A Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this ITB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this ITB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XVI. WARRANTY: Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

XVII. Gifts and gratuities: Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.
XVIII. Pre-bid conference: If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation’s cover sheet or elsewhere in the ITB or RFP. An offeror should raise any questions it may have about the solicitation or the procurement at that time. An offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

XIX. Severability: The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XX. Waiver and rejection rights: Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XXI. Release from contract: In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.
ATTACHMENT A
CONTRACT SIGNATURE PAGE

This agreement is dated as of ______________________________ by and between the Cherry Creek School District, School Nutrition Dept., (hereinafter called District/SNP) and ___________________________ hereinafter called CONTRACTOR.

District/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS
CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver all products to the District/SNP's schools.

ARTICLE 2. CONTRACT TIME
All deliveries shall be in accordance with this Agreement, and are to be completed as specified in ITB.

ARTICLE 3. CONTRACT PRICE
District/SNP shall pay CONTRACTOR for delivery of all products in accordance with CONTRACTOR'S bid, which is attached hereto. District/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES
Invoices for payment with appropriate supporting documents shall be sent to the following address:
Student Nutrition Center
14270 E Briarwood Avenue
Centennial, CO 80112
Attn: Jake Torres

ARTICLE 5. CONTRACTOR’S REPRESENTATIONS
In order to induce District/SNP to enter into this Agreement, CONTRACTOR makes the following representations:
5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishings of the products.

ARTICLE 6. CONTRACT DOCUMENTS
The Contract Documents, which comprise the entire agreement between District/SNP and CONTRACTOR concerning the work, consist of the following:
• Transmittal Page
• Standard Terms and Conditions
• Special Terms and Conditions
• Attachment A- Contract Signature Page
• Attachment B- Small Equipment Specifications
• Attachment C- Vendor Bid Form
• Attachment D- Lobbying Certificate Disclosure

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.
IN WITNESS WHEREOF, District/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to District/SNP and CONTRACTOR. This Agreement will be effective _________________, 2020

____________________________________ School District

____________________________________ Signature of Food and Nutrition Director or designee

____________________________________ Name of Food and Nutrition Director or designee

____________________________________ Date

____________________________________ Vendor Company Name

____________________________________ Signature of Company Representative

____________________________________ Name of Company Representative

____________________________________ Date
Camcarts®

Double Compartment

For Trays and Sheet Pans

Models 1826DTC

Features & Benefits

- These double compartment Camcarts easily handle food storage and transport for any catering job and for a wide variety of food delivery needs.

- Trays and Sheet Pan storage capacity per compartment: Model 1826DTC
  - 24 each 18” x 26” (46x 66cm), 2½” (5,5 cm) clearance

- Tough, one-piece seamless, double-wall, polyethylene construction is easy to maintain and won’t dent, crack, rust, chip or break.

- Thick polyurethane foam insulated compartments and air tight door gaskets help to retain food quality and temperatures without the use of external heat sources.

- Vent cap on each compartment allows steam to be released and keeps menu items from becoming soggy.

- Recessed corrosion-free stainless steel hinges and latches are long lasting and prevent accidental openings.

- Molded-in horizontal handle on the back of each cart ensures easy maneuvering during transport.

- Four each 6” (15,24cm) casters, 2 fixed, 2 swivel, 1 w/ brake provide for smooth transporting and maneuvering across all types of terrain.

- Models available with a Security Package for correctional facility use.

Note: Trays and Sheet Pans must be cooled down to 250°F (121°C) before placing in Camcarts.

Approvals

(1826DBC Only)
The non-electrical food service and transport cart shall be a Double Compartment Camcart, Model..., manufactured by Cambro Mfg. Co., Huntington Beach, CA 92648 U.S.A. It shall be made of one-piece, seamless, double-wall, high-density, polyethylene. It shall have two separate insulated polyurethane foam-injected compartments. It shall accommodate either 18" x 26" (46 x 66 cm) Trays and Sheet Pans or Food Storage Boxes. It shall have recessed, corrosion free, stainless steel door latches and hinges. It shall have a vent cap on each compartment. It shall have a molded-in horizontal handle located on the back of the cart. It shall have 4 each 6" (15.24 cm) casters, 2 fixed, 2 swivel, 1 w/ brake. It shall be available with a Security Package. It shall require no assembly.
THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”; IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND THAT THE BOARD/SNP IN ACCEPTING ANY BID OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.
ATTACHMENT C
VEN D OR B ID FORM

Notice to Bidders:
It is essential that the submitted Bid complies with all the requirements contained in this ITB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to:

Student Nutrition Center
14270 E Briarwood Avenue
Centennial, CO 80112

This Bid is submitted on this date: ____________________________
This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:
Contact Name/Title: ____________________________
Contact Telephone: ____________________________
Contact Email: ____________________________

Receipt of Addenda:
In submitting this Bid, Bidder represents that they have received and examined the following Addenda:
Addendum 1 __________________ Date __________________
Addendum 2 __________________ Date __________________

Checklist for Bidder:
The following documents are attached to and made part of the Bid (check all that applies):
___ Lobbying Certificate
___ Product Specifications
___ Vendor Bid Form
___ Contract Signature Page

Bid Pricing:
Unless items are specifically excluded in the Bid, the District/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: $_____________________

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

__________________________________________
Company Type (check one):
___Sole Proprietorship ___Partnership ___Corporation ___Joint Venture

Bidder attests that:
He/she has thoroughly reviewed this ITB for Small Equipment and that this Bid response is submitted in accordance with the ITB requirements.

Company Name: ___________________________________________________________
Federal ID#1: _____________________________________________________________
Street Address: ___________________________________________________________
_____________________________________________
_____________________________________________

Signature**: _____________________________________________________________
Signatory's Name: _________________________________________________________
Signatory's Title: __________________________________________________________
Witness's Signature**: _____________________________________________________
Witness's Name: ___________________________________________________________
Witness's Title: ___________________________________________________________

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President’s or Vice President’s signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.
CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date
# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th></th>
<th>Type of Federal Action:</th>
<th>Status of Federal Action</th>
<th>Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td></td>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td></td>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Material Change Only:
Year ______ Quarter ______

1. **Type of Federal Action:**
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. **Status of Federal Action**
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. **Report Type:**
   - a. initial filing
   - b. material change

4. **Name and Address of Reporting Entity:**
   - Prime
   - Subawardee

   Tier ______, if known:

5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

   Congressional District, if known:

6. **Federal Department/Agency:**

7. **Federal Program Name/Description:**

   CFDA Number, if applicable: ______________________

8. **Federal Action Number, if known:**

9. **Award Amount, if known:**

10. **a. Name and Address of Lobbying Entity**

    individual, last name, first name, MI):

11. **Amount of Payment (check all that apply):**

    $ __________________  □ actual  □ planned

12. **Form of Payment (check all that apply):**

    a. cash
    b. in-kind; specify: nature __________________ value __________________

13. **Type of Payment (check all that apply):**

    a. retainer
    b. one-time fee
    c. commission
    d. contingent fee
    e. deferred
    f. other; specify: __________________

14. **Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11.:**

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. **Continuation Sheet(s) SF-LLL-A attached:** □ Yes □ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   Signature: ____________________
   Print Name: ____________________
   Title: ____________________
   Telephone No.: ____________________ Date: ____________________

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only: 29