CHERRY CREEK SCHOOL DISTRICT #5

REQUEST FOR PROPOSAL

RFP Number: FNS Sanitation System - 20-038 Vendor Name: ________________

RFP for: FOOD AND NUTRITION SERVICES – FOOD PRIME VENDOR

Return RFP to: Cherry Creek School District #5
Attn: Food and Nutrition Services
14270 E. Briarwood Ave.
Centennial, CO 80112
(720) 886-7156

RFP Due Date: June 12, 2020  Time: 1:00 p.m. MST

Buyer’s Name: Shannon Thompson

Phone number: 720-886-7156

Fax number: 720-886-7171

Email: sthompson2@cherrycreekschools.org
REQUEST FOR PROPOSALS (RFP)
SCHOOL FOOD SERVICE

DATE PROPOSALS ARE DUE: June 12, 2020 1:00 PM MST

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DEFINITIONS:
For consistency throughout this document:

The “School Food Authority” (SFA) is the Cherry Creek School District (CCSD) Food and Nutrition Services Department located in Centennial, Colorado.

“Distributor(s)” or “Proposer(s)” 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(s)” means the organization that submitted the successful proposal. Distributor(s) can also be referred to as “Vendor(s).”

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

I. SFA’S OBJECTIVES

The Cherry Creek School District’s central mission is “to inspire every student to think, to learn, to achieve, to care.” CCSD is the fourth largest district in the state of Colorado, with 55,000 students attending 67 schools. The district covers areas in Aurora, Denver and Centennial with a total of 108 square miles. CCSD Food and Nutrition Services proudly serves an Average Daily Participation of 5,500 Breakfasts and 20,000 and Lunches and robust a la carte selections.

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 SFA participates in the National School Lunch and Breakfast Programs, and Summer Food Service Program for reimbursement for meals that meet federal standards and are allocated USDA Foods for use in school meals though the Food Distribution Program. Therefore, the Cherry Creek School District Food and Nutrition Services is asking for proposals to provide services for a comprehensive Sanitation System to adhere to the district HACCP at all FNS sites.

Term of Contract: This is an as needed type of contract for Sanitation System. The contract shall commence on July 1, 2020 and shall remain in effect through June 30, 2021 (2020-2021 school year). This contract will include four, one year renewals should both parties agree in writing.
II. PROCEDURAL REQUIREMENTS

A. Proposal Submission

Proposals shall be submitted in one original (with original signature) and one electronic copy on removable USB thumb drive. The Original Proposal submissions must contain a hard copy of the response to this document and all signed attachments, with a USB flash drive containing all documents. Proposals must be submitted in a sealed envelope clearly marked on the outside the name of the firm submitting the proposal with full address and RFP number. All proposals must be clear, concise, accurate, and legible so that there is no doubt as to the intent and scope of the proposal.

***COVID19 UPDATE: Please be advised that electronic offers are now being accepted through BidNet Direct’s Electronic Bid Submittal (EBS). BidNet Direct’s EBS process is safe because bid responses are kept securely sealed until the close date has arrived, at which time only those with authorization can open and review submitted bids. Please note Email submittal are NOT accepted.***

Submit proposals to:

Shannon Thompson MS, RD
Cherry Creek School District
Food and Nutrition Services Coordinator of Operations
14270 East Briarwood Avenue
Centennial, Colorado 80112
720-886-7156
sthompson2@cherrycreekschools.org

RFP Due Date - Proposals must be received in the District’s Student Nutrition Center on or before, **June 12, 2020 at 1:00 PM,** Mountain Standard Time. Bids received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering the bid on the due date, allow enough time to find parking and security check-in. The District will not accept an e-mail or fax response to this RFP.

Written Inquiry Due Date: All questions in regards to this RFP must be submitted in writing and be received no later than May 22, 2020 3:00pm MST. Any responses or clarifications will be transmitted to all other prospective Distributors as an addendum. Questions may be e-mailed to Shannon Thompson sthompson2@cherrycreekschools.org

This bid will be published through BidNet (https://www.bidnetdirect.com/colorado) and www.cherrycreekschools.org

Proposals may be withdrawn, in writing, at any time prior to the time and date set forth. A submitted proposal shall remain valid for ninety (90) days from the proposal submission date.

The proposal must include the firm name and must be signed by an authorized representative of the vendor such as the owner, partner, or in the case of a corporation, the president, vice president, or other corporate officer(s) responsible for binding the vendor. Proof of authority of the person submitting the proposal must be available upon request from the SFA.

Vendor Name: _____________________
If the SFA 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 Proposer(s) that have submitted proposals.

B. Calendar of Events

The following RFP 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. If the SFA determines that it is necessary to change a date, time or location it will issue an addendum to this RFP.

<table>
<thead>
<tr>
<th>Calendar of Events</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>Written Inquiry Deadline</td>
<td>May 22, 2020 3:00pm MST</td>
</tr>
<tr>
<td>Response to Written Inquiries</td>
<td>May 27, 2020</td>
</tr>
<tr>
<td>RFP due date</td>
<td>June 12, 2020 1:00pm</td>
</tr>
<tr>
<td>RFP evaluation</td>
<td>June 15-June 17, 2020</td>
</tr>
<tr>
<td>CCSD recommendation to the BOE selection of proposal</td>
<td>June 18, 2020</td>
</tr>
<tr>
<td>Approval and award</td>
<td>To be determined by Board Approval within 60 days from recommendation to board</td>
</tr>
</tbody>
</table>

C. Evaluation Criteria

The District will conduct a fair and impartial evaluation of the proposals received in response to this RFP. The objective of the evaluation is to determine the proposal that most effectively meets the District’s needs. Award will be made to the responsible vendor(s) whose proposal, conforming to the RFP, will be most advantageous to the District taking into consideration, among other things, price, references and the criteria stated below. The SFA will evaluate the proposals based on the following criteria and using the scoring rubric provided. The maximum possible score for each criterion is shown.

Since routine scheduled service, training, and efficiency analysis are a mandatory part of the requirements of this proposal, quality of service, training program, presentation, documentation, cleaning materials and price will be considered in determining the award.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Cost</td>
<td>50</td>
</tr>
<tr>
<td><strong>Quality and Convenience of Cleaning Materials</strong></td>
<td></td>
</tr>
<tr>
<td>Method of dispensing product/Packaging</td>
<td>30</td>
</tr>
<tr>
<td>Effectiveness of cleaning product</td>
<td></td>
</tr>
<tr>
<td>Product appropriateness for School Food Service</td>
<td></td>
</tr>
<tr>
<td>Environment</td>
<td></td>
</tr>
<tr>
<td>Clarity of user instruction, written directions, safe use for employees</td>
<td></td>
</tr>
<tr>
<td><strong>Training Resources</strong></td>
<td>25</td>
</tr>
<tr>
<td>Training Programs, documentation and certification</td>
<td></td>
</tr>
<tr>
<td><strong>Quality of Presentation</strong></td>
<td>10</td>
</tr>
<tr>
<td>Commitment/Preparedness for multi-site training and response plan</td>
<td></td>
</tr>
<tr>
<td>Familiarity with School Food Service Environment</td>
<td></td>
</tr>
<tr>
<td>Knowledge of OSHA Guidelines</td>
<td></td>
</tr>
<tr>
<td><strong>References and Contacts</strong></td>
<td>10</td>
</tr>
<tr>
<td>References/Length of relationship/Number of other school districts using system</td>
<td></td>
</tr>
<tr>
<td><strong>Green Factor Sustainability/Environmental</strong></td>
<td>10</td>
</tr>
<tr>
<td>Friendliness/Number of products to achieve minimum sanitation</td>
<td></td>
</tr>
<tr>
<td><strong>Can provide information showing that the respondent is a minority business enterprise, women’s business enterprise, or a labor surplus firm.</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>140</td>
</tr>
</tbody>
</table>

### D. Proposal Selection

Upon completion of evaluation of proposals, the SFA shall select the Vendor(s) to be recommended for award. The recommended awarded Vendor(s) will receive immediate notification with the understanding that this is contingent upon the CCSD Board approval. This RFP and any amendments and/or addendums will become the contract upon signature of contract form by authorized representative of the winning vendor. Other Distributors that submitted proposals will be notified when the SFA approvals have been completed.

The SFA, as its sole and absolute discretion reserves the right to:

a) waive any irregularities or informalities in offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or

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

c) reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;
2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, samples, specifications which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.

Distributor(s) have the right to withdraw their proposals if the SFA changes the type of award.

III. SFA REQUIREMENTS

A. Pricing Method

Please return this completed document with your proposal.

Costing of the Program:
The proposer shall outline a pricing schedule that identifies all elements discussed which are intended to meet School District requirements. The price proposed shall be for delivery of the program to all sites on a “set annual cost basis”. CCSD has 62 school kitchens, as well as our warehouse bakery and catering which are in operation 174 days per year and Summer Food Service sites are determined each Spring. In 2019-20 CCSD served approximately 20,000 lunches and 5,500 breakfast meals per day.

Monthly billings should be derived by dividing the annual cost by 10, with separate monthly billing, per site, for the Summer Food sites determined each year. Monthly statements must be mailed to the Food and Nutrition Services office at 14270 East Briarwood Avenue, Centennial, CO 80112 (720-886-7173).

Price proposed are F.O.B. delivered to any and all locations in the Cherry Creek School District. Proposals shall not include city, state of federal taxes. Prices shall remain firm from July 1, 2020 through June 30, 2021. At the end of the initial contract the School District may choose to negotiate a renewal or extension of the bid for four years.

***COMPLET THIS TABLE AND RETURN WITH PROPOSAL***

<table>
<thead>
<tr>
<th>Description of service</th>
<th>Monthly cost per school</th>
<th># of months</th>
<th># of locations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation System as described in the specifications</td>
<td></td>
<td>10</td>
<td>62</td>
<td>Total Annual Cost:</td>
</tr>
<tr>
<td>Sanitation System Summer Food per site cost</td>
<td></td>
<td>2</td>
<td>1 (historically 4-6 sites)</td>
<td>Per site cost:</td>
</tr>
</tbody>
</table>

B. Bidder qualification/commercial references

Comprehensive safety/sanitation system services must be the primary work of the bidding company currently owned and operated by the Contractor for the most recent three (3)-year period of time. Three (3) years safety/sanitation system services business history must be verifiable by the SBSC.

Vendor Name: __________________________
The Contractor’s company shall have performed verifiable work in safety/sanitation system services as specified herein within the most recent thirty-six (36)-month period of time. The Contractor’s representative shall be experienced in all facets of safety/sanitation system services. Three (3) commercial references of comparable scope from school districts of comparable size where the Proposer has established a similar sanitation program currently in use is required. Each reference must be from a different school district. Awarded vendor shall be sole contractor and shall fulfill all items and requirements of the proposal. No sub-contractors shall be allowed. Complete the attached Company Information Form and Contractor Reference Form and provide current contact information, i.e., name, address, phone number, fax number, and email address.

C. Vendor Service Requirements

Awarded vendor shall provide:
A complete Food Service Sanitation System with materials composed of:
- Personnel instruction and documented training
- Color coded Safety Data Sheets (SDS)
- Mixing and use posters
- Management and inventory control system for all materials provided
- Documented routine reporting system for Food Service management
- A syllabus of their proposed service program (attached to this proposal)

Including:
Schedule of routine training to each individual school (each school is to be serviced every four to six weeks).
- Training material (indicating color coding)
- Training outlines
- Copies of all cafeteria use forms
- Documentation reports and copies of proposed control forms
- Reports for management use
- Materials and samples of required dispensing equipment and/or bottles (displaying permanently screened OSHA compliance data) may be requested for review prior to the award and subsequently made available to schools at no additional cost.

- Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period or as needed and or requested by site manager. Initial training period should be for a period that is not less than one month, ongoing training to be provided at least every six weeks during the school year.
- Computerized service reports after each visit, sent to specified food service supervisor or director. Reports shall include date and time spent at each site and a brief description of the training and services provided.
- Awarded vendor will provide site visit reports to the District sorted by Area Supervisor assignments.
- Over the duration of the school year, vendor shall implement the complete program to each school site with completion prior to the first week of school based on the calendars posted on CCSD website.

Vendor Name: ___________________________
vendor shall provide sufficient service personnel to coordinate complete implementation of program throughout each school year.

- Awarded vendor shall provide direct delivery to each school site of cleaning items, training material, etc.
- Awarded vendor representative shall ensure all necessary Material Safety Data Sheets for all products are posted in each school site in accordance with OSHA’s Hazardous Communications Act. Awarded vendor representative shall ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.
- Awarded vendor representative MUST be certified to teach both National Restaurant Association ServSafe Manager and Employee programs. Successful bidder must submit a copy of certification. Awarded vendor shall provide training in preparation for the National Restaurant Association ServSafe Certification. Said trainings shall be spread throughout the year to accommodate all staff in need of certification in accordance with USDA and Tri-County Health Department requirements.
- Awarded vendor shall provide annual HACCP review training for all management staff.
- Awarded vendor representative MUST have U.S. Department of Labor 30 hour OSHA Awareness Training Certification and be qualified to teach the five (5) OSHA Mandates. Successful bidder must submit a copy of certification.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. shall be in English and Spanish. All equipment shall also be labeled with instructions in the before-mentioned languages.
- Qualifying vendor shall have as an integral part of the program an inventory management system which shall maintain inventory supplies of all needed materials delivered to sites without need of additional purchase orders, requisitions, or receiving tickets by the district. Vendor shall maintain par levels adequate for individual site needs.
- Awarded vendor shall agree to a 48 hour response time to any location with re-supply needs or technical needs.
- Awarded vendor shall conduct and annual Gap Analysis Review of the District’s HACCP procedures. This should identify gaps between national standards and existing procedures. After this process, the vendor will make recommendations to the District for updating HACCP procedures.

**HOURS FOR SERVICE:** Normally service will be required between the hours of 7:00 am and 1:00 pm Monday through Friday. If necessary, The Cherry Creek School District may request that training be done prior to 7:00 am or after 1:00 pm. Service on dish washing will be required quarterly.

**D. Presentation**

All qualifying bidders shall give a product and training presentation to the **Cherry Creek School District Food and Nutrition Services Department** for evaluation of the service program after bid opening as scheduled by the Buyer, if requested by the district. ***Accommodations for COVID-19 standards will be determined at that time.*** All samples furnished at presentation shall be free of expense to the District. If not destroyed or consumed in testing or evaluating, samples may be picked up or returned at bidder’s expense. Any samples not picked up or returned to the bidder after thirty (30) days become the property of the District.

**E. Material Specifications**

**Manual Cleaning**

Awarded vendor shall provide the appropriate quantities of the various premeasured concentrated liquid detergents, low foaming detergent, and sanitizer. Also, powdered laundry detergent, powdered stain remover needed for the program. These are to be readily available for individual distribution and easily opened for use.

Vendor Name: ______________________________
Package labeling must exhibit clear dilution and use directions in English and Spanish. Respondents to proposal shall specify proportions to be mixed with water under normal usage. Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make a solution that leaves no film, or residue, and shall not stain or discolor equipment when used at recommended proportions. (see product details)

Hand Care

Awarded vendors must provide to all schools, at no additional cost, a total hand care program to include: a USDA approved anti-microbial hand soap, medicated hand lotion, protective barrier cream, and wall charts indicating proper hand washing procedure and dispensing equipment. (See product details).

Warewashing

Awarded vendor shall provide a total mechanical dish machine chemical program including deliming agents, wall charts and technical bulletins, and appropriate MSDS sheets. Site-based training on equipment, proper operation and maintenance of the dish machine to include proper racking, de-liming, appropriate workflow, sanitary loading and unloading and maintenance checkpoints shall be included in the program. Chemical dispensing equipment shall be loaned to the district at no charge. Service calls shall be performed every six weeks or monthly during the school year. A comprehensive service checklist shall be performed on each visit and submitted as part of the service report. The checklist shall include a survey of both mechanics and procedures of the dish room. A list of school sites with dish machines and dish machine equipment type is included in this bid. Vendor shall notify management of any deficiencies in sanitation. (See product details)

Materials/Ancillary Items Vendor To Provide:
• Awarded vendor shall provide SDS sheets, procedures for cleaning materials, charts, posters and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters, etc. at each site must be provided.
• Awarded vendor shall provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
• Awarded vendor shall ensure all bottles, containers; dispensing equipment has OSHA compliant labeling.
• Awarded vendor shall provide Spanish and English training videos, which shall include all the facets of the program to the Food and Nutrition Services Department to be used for continuous training and retraining of staff and new employees. These videos shall not replace the personalized training provided by the service personnel.
• The amounts of support material for each site shall be mutually agreed upon before the start of service program.
• Awarded vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.
• Awarded vendor to provide after the implementation period, a detailed schedule of all service call times and dates for each site for the entire school year.
• All the “said materials”, i.e. charts, booklets, videos, support material, etc. shall be submitted to the Food and Nutrition Services Department at the time of Proposal submission for review and qualification.

F. PRODUCT DETAILS

Manual Cleaning Product/Materials Specifications
Awarded vendor shall provide the following products as specified below.

**All Purpose Cleaner (For floor cleaning and spray applications):**
To be used with manual and/or machine cleaning methods. To be low sudsing, easy to rinse detergent. Product to be biodegradable. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition: concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders. Pleasant scent. Approximate PH: 9.8 ± .3 in solution. Must be portion packed in easy to handle packaging. SFSPac5 or approved equivalent.

**Multi-Purpose Degreaser (For degreasing floors and spray applications):**
To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH: 7.2 ± .3 in solution. Must be portion packed in easy to handle packaging. SFSPac30 or approved equivalent.

**Concentrated Liquid Pot and Pan Detergent:**
Concentrated liquid blend of high-foaming detergents, solvents and water conditioning agents. Biodegradable and must dilute in hard or soft water. SFSPac15 or approved equivalent. Include active quaternary sanitizer equivalent to 50 ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate pH 7.2 ± .4 in solution. Must be portion-packed in easy to handle packaging. SFSPac17 or approved equivalent.

**Low Foaming Pot and Pan Detergent:**
Low Foaming compound for medium, soft or hard water that shall cut grease and clean pots and pans. A pre-measured liquid compound is required. The compound should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining Sudsing ability. Product must have pleasant fragrance. Must be portion packed in easy to handle packaging. SFSPac14 or approved equivalent.

**Germicidal Detergent (For Cleaning and Disinfecting):**
To be concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram negative organisms including antibiotic resistant staphylococcus. To clean all surfaces including those that are resilient. To rid odors by removing odor forming bacteria. To leave no masking or cover up odor. To be biodegradable and equal to EPA registration No. 8722-1, USDA list Category D-1. Product shall make a clear, soluble solution that shall leave no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy to handle packaging. SFSPac20 or approved equivalent.

**Hand Care Products/Materials Specifications**

**Anti-Microbial Liquid Hand Soap:**
Product must be a hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin’s natural protective acid mantle, which serves to protect it from bacterial or fungal infection.
Must be a clear viscous liquid, pH 5 to 8. Must comply with all current FDA regulations for cosmetic and/or over the counter drug products.
Must be packaged in ready-to-use containers that are used in conjunction with a dispenser.
Vendor will provide dispenser. Product shall be unscented or lightly scented. Estesol or approved equivalent.

Medicated Hand Lotion:
Product must be only slightly oily, silicone-free skin care lotion, which spreads easily, works well into skin and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin’s natural moisturizing properties. Must be suitable for the face and all parts of the body it may contact. Product must be white or clear, silicone-free of the water-in-oil emulsion type.
Must be packaged in ready-to-use containers that are used in conjunction with dispenser which is provided by the vendor. Stoko Lotion or approved equivalent.

Protective Barrier Cream:
Product to be a water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type. Product to be packed in individual portion packets or easy to use tubes.
Durapro or approved equivalent.

Warewash Cleaning Product/Materials Specifications
The vendor shall provide the following detergents as specified below.

High Temp Dish Detergent:
ALUMINUM-SAFE METAL CLEANING DETERGENT
Especially formulated for commercial food service operations to emulsify heavily soiled dishes.
Vendor must provide a closed loop bottling system.

Low Temp Dish Detergent:
ALUMINUM-SAFE METAL CLEANING DETERGENT
Especially formulated for commercial food service operations to emulsify heavily soiled dishes.
Vendor must provide a closed loop bottling system.

High Temp Rinse Additive for Use In Rinse Injections:
Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Product must include sanitizer. Vendor must provide a closed loop bottling system.

Lime Scale Remover:
Removes lime, food film and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. This product must also be able to be used outside the dish machine.
Vendor must provide bottles for this purpose.

Rinse Additive:
To be used with high and low temp dish machines. Additive shall allow dishes and trays to dry faster and eliminate potential bacteria buildup from storing wet dishes or towel drying.
Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. Vendor must provide a closed loop bottling system.

Vendor Name: __________________________
OTHER ITEMS:
The Following Other Items To Be Included, But Not Limited To:
1) Goggles
2) Sanitizer Test kits
3) Dispensing equipment (with OSHA compliant labeling and instructions)

G. Communication

Vendor(s) shall designate a contact person to work with the SFA.

Reports: Vendor(s) will provide all reports as requested by CCSD within 5 business days.

H. Payment Terms

Invoices will reflect all standard invoice components. The CCSD shall remit payment to the Vendor(s) in 30 days, from the date of receipt and approval of invoices. District will not pay interest on late payments.

The vendor will provide credits or refunds to the SFA within 60 days of credit or refund request by CCSD.

IV. Standard Terms and Conditions

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

Recordkeeping
Books and records of the SFA’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 SFA, state and federal representatives and auditors.

Auditing Rights
The SFA reserves the right to conduct quarterly audits to ensure that the SFA receives the best possible Net Delivered Price for all goods covered by this contract. Distributor(s) 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(s) shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

CCSD expects full restitution of any mistakes found to be in CCSD favor during an audit, and that full actions are taken to correct any procedures and therefore prevent future mistakes.

Food Laws
Distributor(s) 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 implementation of HACCP plan shall be attached to this RFP.

Vendor Name: ___________________________
Upon request from the SFA, Distributor(s) shall also provide the latest facility inspection forms and comments from applicable federal, state and local agencies.

**Indemnification**
The contractor agrees to indemnify and hold harmless Cherry Creek School District #5, its agents, board of education, and employees from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitations claims arising from bodily injury, personal injury sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of the contractor or which arise out of any worker's compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the contractor. The contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

**Insurance**
Distributor(s) 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(s) 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 SFA.

**Taxes**
Colorado School districts, including CCSD, are exempt from all federal, state and local taxes. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes. The SFA shall provide Tax ID upon request.

**CORA (Colorado Open Records Act)**
The vendor acknowledges that the District is a public entity subject to the Colorado Open Records Act, §24-72-201, et. seq., C.R.S. (“CORA”). Consequently, the proposal, including any accompanying information/documentation that the vendor submits in conjunction therewith is presumptively public records available for public review under CORA, unless the information/documentation is clearly marked as “trade secrets, privileged, or confidential commercial information.” The District initially will withhold any information/documentation marked as such from public review until the District has given the vendor notice of any request for review. The vendor will have 48 hours in which to advise the District whether it wants the District to retain the information/documentation from public review. If so, the vendor will set forth, in writing, the legal reasons that it believes the information/documentation is not subject to public review under CORA. If the District decides not to produce the documents for public review, the vendor will indemnify and hold the District harmless from any liability and cost, including attorney’s fees, which may ensue in the event of litigation. The District will have the further right to retain its own legal counsel to defend any claims under...
CORA for which the vendor will reimburse the District its reasonable attorney’s fees, and costs occasioned therewithin.

Undocumented Workers
The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

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 I). 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 CCSD, in its discretion, may terminate the contract and recover its actual and consequential damages.

Certification Regarding Debarment or Suspension
The Distributor(s) certifies that neither the Distributor(s) or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, declared ineligible, 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(s) specifically covenants that neither the Distributor(s) 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"). The Distributor or its

Vendor Name: ______________________
principals shall comply with the regulations found within 45 CFR Part 620, “Government Debarment and Suspension (Non-procurement). By responding to this RFP the respondent is certifying they are in “Good Standing”.

**Lobbying**

If the negotiated agreement exceeds $100,000, Distributor(s) 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(s) have 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(s) 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(s) are 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 CCSD must be followed up with an addendum.
Termination for Convenience
The SFA 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(s).

Force Majeure Clause
Cherry Creek School District shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, pandemic, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to cancel and/or minimize delay of performance.

Final Payments
Upon any termination of the award, the SFA 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(s) shall submit all required reports and any other information within sixty (60) business days of termination.

APPEAL OF AWARD.
Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District's Purchasing Manager within 72 hours after the recommendation of award is posted on BidNet, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

CCSD Dispute Resolution:
The Purchasing Manager will settle and resolve any protest concerning the solicitation, consideration or award of a bid/proposal, or controversies arising between the district and a vendor with regard to contracts. If deemed necessary, Director, Financial Planning and Analysis, Staff and District counsel will be consulted. Only protests sent directly to the Purchasing Manager will be recognized for consideration. The decision of the Director, Financial Planning and Analysis Staff shall be final. Protests of a solicitation must be filed in writing within seven business days of posting bid/Request for Proposal (RFP) document. Protests of an award of a bid/RFP must be filed in writing within seventy two (72) hours of the award being posted to BidNet, provided
Attachment A

Checklist

It is advised that the proposer read the entire solicitation thoroughly and respond to all areas of the solicitation. The following information and completed forms must be submitted for a complete proposal:

- Hard copy of response with original signatures and a copy included on USB flash drive. ***See section II A, for COVID 19 online submission instructions***

- Management summary. The proposer shall provide an overview and background of the firm. The proposer shall prepare an organization staffing chart of those employees to be utilized in performing this contract. Detailed resumes of key personnel, including relevant technical qualifications shall be provided.

- Summary of experience with similar project of this nature.

- All specifications of products (chemicals, etc.) as hard copy or electronic format on USB flash drive.

- Response and acknowledgement to all sections in the proposal with at least “understands and will comply” or a more in-depth response. Also include a description of how you plan to meet each of the evaluation criteria.

- Costing of the Program section completed.

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

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

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

- Syllabus, training materials, service schedule, reports, and forms

- OSHA training certification

- ServSafe Instructor Certification

- Completed and signed documents and certifications (Attachments A through H).
Attachment B
Vendor Pricing Form

Proposer(s) - Complete, sign and return this “Vendor Pricing Form”, along with the “Proposer Contact Information” uploaded into the program.

Completed proposal must be submitted no later than: June 12, 2020 1:00 PM MST

Proposer(s) 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: ________________

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, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract or agreement. I further agree that any conflict between the terms and conditions of the solicitation and the company’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.

The undersigned hereby offers to provide products as specified in this proposal for the period starting July 1, 2020 and ending June 30, 2021.

I understand that the SFA 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: __________________________

NOTE: Accepting a Proposer(s) proposal does not constitute award of the contract. If your proposal is accepted, these documents will serve as part of the contract with the SFA.

Vendor Name: __________________________
## Attachment C
### 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**

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

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

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

Vendor Name:  

Page 20 of 28
PROPOSER REFERENCE LIST

Reference One – School District Name: ________________________________
Number of Schools __________________
Contact Person: __________________
Office Phone: ______________________
E-mail: ____________________________
Length of time district has been your customer: ______________________

Reference Two – School District Name: ________________________________
Number of Schools __________________
Contact Person: __________________
Office Phone: ______________________
E-mail: ____________________________
Length of time district has been your customer: ______________________

Reference Three – School District Name: ________________________________
Number of Schools ____________
Contact Person: __________________
Office Phone: ______________________
E-mail: ____________________________
Length of time district has been your customer: ______________________
Attachment D

EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:

CERTIFICATE

I/We hereby certify that the

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>


Upon request of the Cherry Creek School District, 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.

Cherry Creek School District intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

Owner/Officer of firm:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
</tr>
</thead>
</table>

Signature     Date

Vendor Name: ______________________
Attachment E
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 $10,000 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

Vendor Name: ___________________________
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set cut 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.

7. 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 Non-procurement 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.
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;

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 Cherry Creek 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 G

VENDOR PROPOSAL FORM

RFP FNS Food Prime Vendor- 02-032
School Food Service Distributor

(Proposals Must Be Received By: June 12, 2020 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 A through I

By: ________________________________ Date __________________________
Manual Signature of Agent

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:

Section________
Variance________________________________________

Section________
Variance________________________________________

Section________
Variance________________________________________

Section________
Variance________________________________________

Section________
Variance________________________________________

Section________
Variance________________________________________

Attach additional sheets if necessary.

Vendor Name: __________________________
Attachment H
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 subcontractor 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)
### Cherry Creek School District 2020-21

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