

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.

If the SFA determines that there is a discrepancy or an omission from this IFB prior to the opening of proposals, an addendum will be issued to all Distributor(s) that have submitted proposals.

B. Calendar of Events

The following IFB 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 IFB.

Calendar of Events	
Action	Date/Time
IFB released	March 20, 2020
Written Inquiry Deadline	April 1, 2020 3:00pm MST
Response to Written Inquiries	April 3, 2020
Samples for alternate products	March 30 to April 17, 2020
IFB due date	May 1, 2020 3:00pm
IFB Public Opening	May 1, 2020 1:15pm
IFB evaluation	May 1- May 8, 2020
CCSD recommendation to the BOE selection of proposal	May 8, 2020
Approval and award	To be determined by Board Approval within 60 days from recommendation to board

C. Evaluation Criteria

The District will conduct a fair and impartial evaluation of the proposals received in response to this IFB. 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 terms and condition of the IFB, meets the specifications of each product and is the lowest price. It is the intent of the District to award this contract to the lowest, responsive, responsible bidder on an item–by-item basis. Notwithstanding, the District reserves the right to alter this method of award if such alteration results in in the best interest to the District. In addition, some categories may be awarded all or none (example: cup and lid).

Vendor Name: _____

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 IFB 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 IFB 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, nutritional information 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.

Vendor Name: _____

III. SFA REQUIREMENTS

A. Pricing Method and Fees

Shipping Terms – FOB Destination All Vendors shall quote prices based on F.O.B. to district facilities listed and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative under Section III, F Delivery.

The allowable method for submitting product prices in the agreement are “**Firm Price**” and will be held for the entire length of the one (1) year contract.

USDA Federal Pricing Method Requirements

The SFA shall ensure that the Distributor fully discloses all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the School District.

Only allowable costs will be paid from the nonprofit school food service account to the Distributor net of all discounts, rebates, and other applicable credits accruing to or received by the Distributor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the School Food Authority.

Sufficient detail and information must be supplied to the SFA to identify allowable and unallowable costs, as well as the amount of all discounts, rebates and other applicable credits on invoices.

B. Ordering Procedures

Vendor will have an online ordering method available and provide training necessary to CCSD staff.

If minimum orders are required, this must be disclosed with detailed requirements in the response.

Outline all ordering procedures and timeline of placing an order in reference to the delivery of said order. For example: orders must be placed 24 hours before expected delivery.

Respondent must provide a description of ordering procedures during school closures and holidays.

Vendor must provide CCSD with case and pallet quantity orders. Describe in the response the method for which pallets will be pulled for CCSD. For example, a pallet of 56 cases must arrive at CCSD as one pallet of 56 cases. Pallet size and Ti-Hi descriptions must be provided to the district upon request.

Vendor Name: _____

C. Stocked Items, Substitutions and Special Orders

CCSD expects the Distributor(s) to fulfill 98 percent of orders without shortages, outages or substitutions. If Distributor(s) is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, **with** prior approval of an assigned representative of CCSD. Change of a stock item must be pre-approved by the CCSD Food Service Director or Coordinator of Operations.

Special orders will not ship out automatically. Any items that will be special orders must be noted on the IFB. Distributor shall stock all items with usage of three (3) cases per week or twelve (12) cases per month.

If CCSD urgently requires delivery of any quantity of an item before the delivery date under this contract, and if the vendor will not accept an order providing for the accelerated delivery, the district may acquire the urgently required products from another source.

D. Delivery Times, Locations, and Requirements

The Vendor shall deliver all items requested through this Solicitation to the Cherry Creek School District Student Nutrition Center at 14270 East Briarwood Avenue, Centennial, Colorado 80112.

Deliveries shall be Monday, Tuesday, Wednesday, Thursday, and/or Friday contingent on the CCSD school and summer calendar and excluding District holidays. Delivery time shall be scheduled with the CCSD Warehouse Manager between the hours of 5:30 am and 1:00pm based on the needs and dock availability of CCSD. In the event of a school closure or environmental event that prohibits normal delivery, the delivery will be rescheduled to the first open day after closure or event. CCSD will notify the Vendor as soon as they are aware of a District/School closure. CCSD will work with the vendor to schedule around the district holidays and closures. Response must include procedures for rescheduling deliveries due to closures and weather events.

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

E. Communication

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

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

F. Payment Terms

Invoices will reflect all standard invoice components including CCSD Purchase Order number. Provide a sample invoice and customizable invoice options with response.

The CCSD shall remit payment to the Distributor(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.

Vendor Name: _____

G. Product Specifications

Refer to CCSD Product List as outlined in the Excel Spreadsheet for product specifications and anticipated purchase quantities.

Complete all required columns for each product. Should the product be found to meet all specifications and found by the CCSD testing panel to be an acceptable equivalent, the item will be evaluated based on price.

Estimated quantities or estimated dollars are provided in this solicitation for the Vendor's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the District's actual needs and usage during the previous contractual period or prior twelve month period, whichever is longer. Said estimates may be used by the District for purposes of determining the low Vendor meeting Specifications. Quantities shown on the Product List are based on previous years' purchases and are accurate to the best of our ability. However, Distributors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

IV. Standard Terms and Conditions

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

Recordkeeping

Books and records of the 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 furnish computer verification of costs for line items to be price verified quarterly. These reports will be due to the SFA by the 15th of the month following the calendar quarter. The SFA will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10 percent is found, a complete market basket audit may be performed. The Distributor(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.

Sanitation

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

Vendor Name: _____

Upon request from the SFA, Distributor(s) shall also provide:

- latest facility inspection forms and comments from applicable federal, state and local agencies,
- procedures for sanitation

All goods provided to CCSD must be kept with the highest regard for food safety and quality at the vendor facility, throughout distribution and upon delivery. The vendor designated representative will work closely with the CCSD representative to assure the maximum safety for items made to hold food, and quality.

Vendor shall also have measures in place to ensure packaging integrity. Package integrity includes but is not limited to items becoming crushed due to improper pallets stacking, and machinery tearing open cases, bags, bottles, and cans. Describe in the response the vendor methods to assure package integrity

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

Vendor Name: _____

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 Di trict 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.

Vendor Name: _____

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 principals shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement). By responding to this IFB 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).

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/Invitation to Bid Proposal (IFB) document. Protests of an award of a bid/IFB must be filed in writing within seventy two (72) hours of the award being posted to BidNet, provided that the protest is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

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.
- Completed Excel Spreadsheet with pricing, submitted on USB flash drive.
- Response and acknowledgement to all sections in the proposal including but not limited to, description of procedures, delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, and sales staff.
- Description of sanitation and warehouse procedures.
- Identification of any SFA requirements (Section III of this IFB) 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.
- Completed and signed documents and certifications (Attachments A through H).
- If applicable, for alternate products, submission of samples by sample due date on timeline.

Vendor Name: _____

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: May 1, 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 (ingredient listings and nutrient analysis)

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

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

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

Vendor Name: _____

PROPOSER REFERENCE LIST

Reference One – Company Name: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Reference Two – Company Name: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Reference Three – Company Name: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Vendor Name: _____

Attachment D

EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:
CERTIFICATE

I/We hereby certify that the

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

Upon request of the 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:

Printed Name	Title	
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Signature	Date	
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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 510,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned. to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress. an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and" "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
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.

Vendor Name: _____

Attachment F
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being duly sworn, deposes and says that:

(Printed Name)

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

Vendor Name: _____

Attachment G
VENDOR PROPOSAL FORM
IFB FNS FNS Disposable and Recyclable Products Vendor- 02-036
School Food Service Distributor

(Proposals Must Be Received By: May 1, 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: _____

Manual Signature of Agent

_____ Date

Typed/Printed Name of Agent

Title of Agent

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

Vendor Name: _____

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 subcontract if during such three days the subcontract provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.
4. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any undocumented workers, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(5).
5. If the Contractor violates the provisions of this section GC-10.2, the Owner may terminate the contract for breach and the Contractor shall be liable for actual and consequential damages.

CERTIFIED and AGREED to this ____ **day of** _____, **20** ____.

CONTRACTOR:

BY : _____
Signature of Authorized Representative

(Printed Name)

(Position/Title)

Vendor Name: _____