

ARAPAHOE COUNTY SCHOOL DISTRICT #6
(LITTLETON PUBLIC SCHOOLS)
LITTLETON, COLORADO 80120-2094

REQUEST FOR PROPOSAL

RFP Number: 12-18-2 Vendor Name: _____

RFP for: NUTRITION SERVICES – VENDOR DELIVERED READY TO SERVE
PIZZA

Return RFP to: Littleton Public Schools
Attn: Ross Wilson, Purchasing & Warehouse Manager
5776 S. Crocker Street
Littleton, CO 80120-2094
(303) 374-3356

Place: Purchasing Department

RFP Opening Date: **January 15, 2019** Time: **2:00p.m. MST**

Phone number: 303-347-3456

Fax number: 303-347-3460

Email: rwilson@lps.k12.co.us

Vendor Name: _____

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Vendor Name: _____

REQUEST FOR PROPOSAL

RFP – 12-18-2

Littleton Public Schools is requesting sealed proposals from qualified firms or individuals for **NUTRITION SERVICES-VENDOR DELIVERED READY TO SERVE PIZZA.**

This proposal and any addenda (including answers to questions) will be posted on the district website at <https://littletonpublicschools.net/current-requests-proposals> by the specified dates and times provided below. Proposals are to be addressed and delivered to the Purchasing Department of Littleton Public Schools in accordance with the Instructions to Proposers and all other requirements as referenced in this document. Proposals will be received until **January 15, 2019 at 2:00 pm MST**, at which time a representative of the Purchasing Department will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of contract.

The District will use the following tentative schedule for the selection process:

- Requests for proposals available December 19, 2018
- Last Day for Proposer Questions January 8, 2019 at 5:00 pm
- Written Response to Questions January 11, 2019 5:00 pm
- Proposal submission deadline **January 15, 2019 2:00 pm**
- Notice of award to successful proposer TBD

Vendor Name: _____

District Profile:

Littleton Public Schools (LPS) is soliciting proposals from qualified firms to provide Nutrition Services – Vendor Delivered Ready to Serve Pizza in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

LPS covers a geographical area of approximately 28 square miles. Within these boundaries are 13 elementary schools, 4 middle schools, 3 high schools, and 1 alternative school where meals are served daily. They also provide meal service to 2 charter schools; Littleton Preparatory and Littleton Academy. Littleton Public Schools operates on one unified calendar, beginning in August and ending in May. The scope of this bid will be to provide vended pizza service to the two charter schools serviced by LPS. These two schools serve approximately 350 reimbursable lunch meals combined plus a la carte sales on a daily basis.

The District is requesting vendor recommendations/solutions. LPS requires 2 site deliveries to the charter school cafeterias one day per week. These locations are:

Littleton Preparatory School: 5301 South Bannock Street, Littleton, Colorado, 80120

Littleton Academy School: 4536, 1200 West Mineral Avenue, Littleton, Colorado, 80120

The District is requesting the vendors to provide the best solution for the District based on the Scope of Work while facilitating maximum cost savings for the District.

Ross Wilson, CPPB
Purchasing & Warehouse Manager
Purchasing Department

Jessica Gould, RD, SNS
Director
Nutrition Services

Vendor Name: _____

SECTION I - INSTRUCTIONS TO VENDORS

GENERAL

The following instructions by the Littleton Public Schools are intended to afford vendors an equal opportunity to participate in the contract.

- 1.0** Bids shall be delivered and addressed to the Littleton Public School's Education Support Center attention Purchasing Department, 5776 S. Crocker St. Littleton, CO 80120, and shall be labeled **NUTRITION SERVICES – VENDOR DELIVERED READY TO SERVE PIZZA.**
- 2.0** Before submitting an offer to this solicitation, vendors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
- 3.0** Vendors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by LPS's Board of Education to indicate that the vendor agrees to carry out the furnishings of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.
- 4.0** Any explanation desired by a vendor regarding the meaning or interpretation of these Instructions or any other RFP documents must be requested in writing to LPS's Purchasing Department, 5776 S Crocker St., Littleton, CO 80120 or by email at rwilson@lps.k12.co.us with sufficient time allowed for a reply to reach vendors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective vendor will be furnished to all prospective vendors as an amendment to the RFP if such information is necessary to vendors in submitting bids or if the lack of such information would be prejudicial to uninformed vendors.
- 5.0** A department expert or a day-to-day contract administrator or manager for LPS may be identified elsewhere in this document. A department area expert, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Nutrition Services Director. Modifications to contracts/agreements will be made by the Nutrition Services Director. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.
- 6.0** The terms vendor, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms LPS, owner, district, and/or government entity refer to Littleton Public School (Arapahoe County School District #6).
- 7.0** **SPECIFICATIONS** - Vendors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk. Offers submitted on other

Vendor Name: _____

than authorized forms or with different terms or provisions may be considered to be non-responsive.

- 8.0** **INFORMATION REQUIRED** - Each vendor shall furnish the information required by the RFP documents. The vendor shall sign the Offer Form and the "Felony Conviction Notification" and return them with the offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to LPS.
- 9.0** **SUBMISSION OF BIDS** - The vendor should propose his/her lowest and best price, F.O.B. destination, on each item. Two copies of the Sealed Proposal shall be submitted in an envelope marked on the outside with the vendor's name and address and the RFP number/name. Bids must be submitted in sufficient time to be received and date/time stamped at LPS's Purchasing Department on or before the published deadline date and time shown on the RFP. Bids received after the published time and date cannot be considered and will be returned unopened. Bids may be delivered in person or addressed to:

**Purchasing Department
Littleton Public Schools
5776 S. Crocker St.
Littleton, CO 80120**

Marked as:

**Name of the Proposer
Nutrition Service – Vendor Delivered Ready to Serve Pizza
RFP Number: 12-18-2
Due: 2:00 PM MST, January 15, 2019**

- 10.0** The District reserves the right to:
- 10.1** Reject any and all proposals received as a result of this RFP.
 - 10.2** Waive or decline any informality and any irregularities in any proposal or responses received.
 - 10.3** Adopt all or any part of the proposer's proposal.
 - 10.4** Negotiate changes in the scope of work or services to be provided.
 - 10.5** Withhold the award of contract.
 - 10.6** Select the proposer it deems to be most qualified to fulfill the needs of the District. The proposer with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.
- 11.0** If delivery and shipping quantities affect a unit proposed price, an alternate bid may be made so as to indicate "price break" quantities in order for LPS to determine maximum economic benefits.

Vendor Name: _____

- 12.0** Pricing should include packaging and transportation unless otherwise specified. All pricing offers shall be entered into the “Contract Specifications and Pricing” excel document and submitted with the RFP.
- 13.0** LPS is exempt from federal excise taxes, state and local sales and use taxes.
- 14.0** Time of delivery is part of the bid and is very important. The required delivery date or time indicated is at point of destination. If the indicated date or time cannot be met or a date is not indicated in the specifications, the vendor shall state his/her best delivery time.
- 15.0** MODIFICATION OR WITHDRAWAL OF BIDS - Bids may be modified or withdrawn by written or telegraphic notice received by LPS prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a vendor or his/her authorized representative prior to the opening date/time, provided the vendor's identity is made known and he or she signs a receipt for the bid.
- 16.0** OPENING BIDS - All bids shall be opened as soon after the RFP deadline as is reasonably practicable. Trade secrets and confidential information contained in bids shall not generally be open for public inspection, but LPS’s records are a matter of public record.

SECTION II - GENERAL CONDITIONS

- 1.0 The district is not required to purchase from the vendor requirements.
- 2.0 If the district 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 product(s) from another source.
- 3.0 LPS reserves the rights to negotiate price/delivery with successful vendor(s) for similar products and services as specified in this RFP during the effective period of this contract.
- 4.0 The district may increase the value of the contract by 100% of the "estimated" cost at the same proposed price during the period of the contract.
- 5.0 **PROPOSAL SUBMITTAL.** A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.
- 6.0 **BRANDS AND MODELS.** Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.
- 7.0 **EQUIVALENT OR APPROVED EQUAL.** Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.
- 8.0 If a brand/model is offered other than the one specified complete descriptive information of the offered product must be included with the bid. Products being proposed as an equal to the items specified must be available for inspection/evaluation by LPS. Samples, when requested, must be furnished within three (3) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the vendor on request at vendor's expense.
- 9.0 Determination of equivalent or approved equal is at the sole discretion of LPS.
- 10.0 If the vendor takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.
- 11.0 **SPECIFICATIONS.** The vendor shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.
- 12.0 **EVALUATION.** LPS will generally award contracts based upon the offer of best value, price and other factors considered. It is not the practice of the district to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by LPS shall be based upon the actual quantities supplied. In determining the "offers of best value", LPS may consider, in addition to price, other factors such as compliance with the RFP documents,

Vendor Name: _____

delivery requirements, suitability of product, student preference, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with LPS's Affirmative Action policies and goals.

- 13.0** Prompt payment or cash discounts offered may be considered in determining the successful vendor. Prompt payment or cash discount period shall start from date of acceptance of an invoice by LPS or from date of receipt of acceptable product(s), whichever is later.
- 14.0** Extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
- 15.0** In the event identical bids are submitted which are determined by LPS to be the offer of best value, usually only one offer will be selected as the successful vendor. If only one of the vendors submitting identical bids is a resident of the District, that vendor shall be selected. If two or more such vendors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.
- 16.0** **RESERVATION OF RIGHTS.** LPS expressly reserves the right to:
- (a) Reject or cancel any or all bids;
 - (b) Waive any defect, irregularity or informality in any bid or RFP procedure;
 - (c) Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - (d) Reissue a RFP;
 - (e) Consider and accept an alternate bid as provided herein when most advantageous to LPS;
 - (f) LPS has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
 - (g) LPS has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability of product, or consistent inability to meet specified date and time requirements; and/or
 - (h) Procure any item or services by other means to meet time-sensitive requirements.
- 17.0** **ACCEPTANCE.** Acceptance of a vendor's offer for supply/service agreements will be by purchase order issued by LPS and/or a letter of acceptance followed by purchase/delivery orders. The letter of acceptance or purchase order citing the RFP consummates the contract which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase orders and release orders may be issued as appropriate. Unless the vendor specifies otherwise in his/her proposal, LPS may award the contract for any item or group of items shown on the RFP.
- 18.0** **VENDOR TO PACKAGE GOODS.** Vendor will package goods in accordance with standard commercial practice.

Vendor Name: _____

- 19.0 INVOICES AND PAYMENTS.** Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number. Invoices shall be itemized. A copy of the bill of lading should be attached to the invoice and mailed to LPS at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). All prices shall be F.O.B. destination. Funds for completed purchase/delivery orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.
- 20.0 WARRANTY-PRICE.** The price to be paid shall be that contained in vendor's bid which vendor warrants being no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event that the vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, LPS may cancel this RFP without liability to vendor for breach.
- 21.0 WARRANTY-PRODUCT.** Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this RFP void at the option of LPS. Vendor warrants that the goods furnished will conform to the specifications and descriptions listed in the bid documents, and to the sample(s) furnished by vendor, if any. In the event of a conflict between the specifications and descriptions, the specifications shall govern.
- 22.0 WARRANTY-SAFETY.** Vendor warrants that the product sold to LPS shall conform to the standards promulgated by the federal government including, but not limited to, the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) and the Consumer Product Safety Commission (CPSC). In the event the product does not conform to applicable safety standards, LPS may return the product for correction or replacements at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time (i.e., 2 weeks) correction may be made by LPS at vendor's expense.
- 23.0 WARRANTY-INFRINGEMENTS.** Vendor agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify LPS to this effect in writing within two weeks after the signing of this RFP. If LPS does not receive notice and is subsequently held liable for the infringement or the like, vendor will indemnify LPS for any damages due to such claim. If vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this RFP shall be null and void except that LPS may pay vendor for the reasonable cost (as determined by LPS) of his/her search as to infringements.
- 24.0 TERMINATION.** LPS shall have the right to terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which LPS may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

24.1 LPS has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

24.2 LPS may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

25.0 **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or any obligation delegated by vendor without the written permission of LPS.

26.0 **INTERPRETATION.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

27.0 **APPLICABLE LAW.** This RFP, and its resulting contract, shall be governed first by the laws of the State of Colorado, and venue for any disputes arising thereunder shall be in Arapahoe County, Colorado. The vendor or proposer agrees that any and all notices, pleadings and processes may be made by serving two copies of the same upon the Colorado Secretary of State, state capitol, Denver, Colorado, and by mailing by return mail, an additional copy of the same to the vendor or proposer at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or rules of civil procedure, appearance, pleading, an answer is not made.

28.0 **INDEMNIFICATION.** The contractor agrees to indemnify and hold harmless Arapahoe County School District #6, 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.

29.0 **INSURANCE.**

Vendor Name: _____

(a) The contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the contractor pursuant to the indemnification section of this proposal. The district shall have no responsibility or liability for such insurance coverage. The contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the indemnification section of this proposal by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) Contractor shall procure and maintain, and shall cause any subcontractor of the contractor to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with insurers on forms acceptable to the Arapahoe County School District #6, and shall name Arapahoe County School District #6 as additional insured on the policies of insurance required in section 2 and 3 below. All coverage's shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the contractor pursuant to the indemnification section of this proposal. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract.
2. Commercial general liability (including contractual liability covering the indemnification in paragraph 2 above) with limits not less than \$1,000,000 combined single limits per occurrence for bodily injury and property damage.
3. Comprehensive automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage insuring each of contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.
4. The contractor shall provide a certificate of insurance to be completed by the contractor's agent/broker as evidence that the policies providing the required coverage's are in full force and effect. The certificate shall indemnify this contract and shall provide that the coverage's afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the Littleton Public Schools Risk Management department, 5776 S. Crocker St., Littleton, CO 80120.

The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

Vendor Name: _____

Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, LPS.

The select bidder will be required to supply an insurance certificate naming Littleton Public Schools as an additional insured within 10 calendar days of date of award.

- 30.0** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 31.0** The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- 32.0** **ASSIGNMENT OF OVERCHARGE CLAIMS.** Successful vendor shall assign to LPS any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq.
- 33.0** **LIQUIDATED DAMAGES.** If the successful vendor fails to deliver or defaults on this contract within the time specified within the contract, the vendor shall pay (or have withheld from payments due), at the option of LPS, to LPS as liquidated damages of \$50.00 per delivery order. Vendor agrees that this is a reasonable cost to compensate LPS for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude LPS from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to LPS.
- 34.0** **QUANTITY VARIATIONS.** LPS reserves the right to increase the value of this RFP by 100% at the same contract price during the life of this agreement.
- 35.0** **DISCREPANCIES IN THE SPECIFICATION.** In the event that a discrepancy is found in the product specifications, the greater quantity or the greater quality shall prevail.
- 36.0** **PROHIBITION OF EMPLOYMENT OF ILLEGAL ALIENS IN PUBLIC CONTRACTS FOR SERVICES:** In accordance with C.R.S. 8-17.5 *et. Seq.*, the bidder whose name and signature appears on the request for bid hereby certifies, represents, warrants and agrees as follows:
- A.** In the event this request for bid is accepted by the school District, the bidder, as a vendor, shall comply with provisions of C.R.S. 8-17.5 *et. Seq.*, requiring certification that the bidder does not and during all times bidder is not knowingly employing or contracting with an illegal alien.
- B.** Under contract to perform services for the Littleton Public Schools ("District"), will not knowingly employ or contract with an illegal alien.

Vendor Name: _____

- C. The bidder will not knowingly contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract with the District.
- D. The bidder will verify that it does not employ any illegal aliens by participation or attempted participation in the basic pilot emergency verification program administered by the social security administration and the department of homeland security or otherwise comply with C.R.S. 8-17.5-102(2)(b)(i).

37.0 The contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this proposal unless the contractor receives prior written permission.

SECTION III - SCOPE OF BID

The mission of Nutrition Services is to provide a variety of healthy school meals and other food options at affordable prices in support of the educational goals of students. The District participates in the National School Lunch Program for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals through the Food Distribution Program. In accordance with federal Buy American law, the District desires to purchase domestic food products to the maximum extent practicable for school meals.

One or more Distributors will be chosen to negotiate with the District under the terms of the proposal in effect for school year 2018-2019 beginning on February 1, 2019 and ending June 30, 2019 with up to four 1-year renewals.

PRICING METHOD:

The required method for determining product prices in the contract is "firm fixed price." The pizza contract will be award to one or multiple successful vendors.

SPECIFICATIONS:

1. Vendors must respond in each and every area as specified in the RFP documents, such as packaging, pricing etc. When more than one pricing request is made, each must be completed, and the proposal must be returned in its entirety.
2. A sample of the vendor's invoice, credit memo, and statement are required to be submitted with this bid and must be approved as part of the bid.
3. Pizza samples must be available for evaluation within three (3) days after request by the district. Samples will be tested at both charter school locations.
 - a. Nutritional information sheets must be included with delivered samples.
 - b. Vendor must submit samples to Nutrition Service's Department at Littleton Preparatory and Littleton Academy at time specified by Jessica Gould, Director of Nutrition Services.
 - c. Samples will be submitted at no cost to the District.
 - d. The District shall be the sole judge of quality. The decision shall be final and in the best interest of the District.
4. Please include the following information:
 - a. Number of stores you have to service the District and where are they located.
 - b. Pizza delivery capacity per store.
 - c. Project manager's resume.
 - d. Describe the expectations of product handling at school sites with regards to total hold time and reheat/reserving of product.
 - e. Proof of liability insurance
5. For Food Service RFP's, the attached six forms MUST be signed and returned with your bid.
 1. Certification Regarding Debarment
 2. Certification Regarding Lobbying
 3. Disclosure of Lobbying Activities

Vendor Name: _____

4. Import Products/Buy American Act
5. HACCP
6. Manufacturer Audit Survey

PIZZA SPECIFICATIONS

Quantity for weekly delivery is school site based and will vary by school. The District estimates the total number of pizzas needed to be 50 per week. The District does not guarantee any quantity.

1. The supervising school Kitchen Manager will order pizza by 9:00 AM. The vendor will be responsible for two-three deliveries per day per school if needed.
2. Pizza will be made fresh, baked, sliced into 8 equal slices. Delivery will be at the time requested by the District. Pizzas are to be delivered hot (above 140 F) and in boxes with company logo on them.
3. Price charged to the student will be per pizza slice. Small or poorly cut slices will be held back and credited.
4. A slicer (or equivalent) will be used to slice into appropriate sizes.
5. Vendor may provide a banner to each school. Banner size may not be larger than 20"x 60".
6. All personnel should have a current Food Handlers permit to insure food is safe and wholesome.
7. Pizzas must be delivered **no later than 10 minutes prior to lunch period. No earlier than 20 minutes prior to established service time.**
8. Any problems with deliveries and/or products must be communicated by 10:00 AM.
9. Continual problems may result in cancellation of the contract for that area and awarding the contract to the next responsive bidder.
10. Sample of vendor invoice must be included in response.
11. Sample of credit memo must be included in response.
12. Sample of weekly statement must be included in response.
13. Ingredient list and nutrition label must be included with response.
14. Credits will be given by cost per slice.
15. A list of the schools with their addresses is attached for your information.
16. Service dates for the 2018-2019 school year begins February 6, 2019 and will continue through May 22, 2019. No service expected District wide February 18, 2019, and March 25 - 29, 2019. Other non-service days at specific school sites will be communicated by supervising site manager to store manager.

Vendor Name: _____

NUTRITIONAL INFORMATION:

Distributor will provide Product Specification Sheets, and Nutrient Data Sheets on products listed on the order guide, upon request from District. Nutritional Information sheets must be provided as manufacturer updates occur and when new products are added to the order guide. Distributor will provide access of any nutrient database to LPS Nutrition Services Director.

Pepperoni Cheese Pizza

- 14" Round
- Eight (8) equal slices of pizza
- Must provide 2oz Meat/Meat Alternative per slice
- Must provide 2oz equivalent grain per slice
- Pepperoni must be reduced fat, reduced sodium
- Cheese must be part skim, low moisture mozzarella or a blend of low fat cheese.
- Pizza fat content not to exceed 10 grams. Fat not to exceed 4g Saturated Fat. No Trans Fat.

Cheese Pizza

- 14" Round
- Eight (8) equal slices of pizza
- Must provide 2oz Meat/Meat Alternative per slice
- Must provide 2oz equivalent grain per slice
- Cheese must be part skim, low moisture mozzarella or a blend of low fat cheese.
- Pizza fat content not to exceed 9.5 grams. Fat not to exceed 3.5g saturated fat. No Trans Fat.

Pepperoni Cheese Pizza

- 16" Round
- Eight (8) equal slices of pizza
- Must provide 2oz Meat/Meat Alternative per slice
- Must provide 2oz equivalent grain per slice
- Pepperoni must be reduced fat, reduced sodium
- Cheese must be part skim, low moisture mozzarella or a blend of low fat cheese.
- Pizza fat content not to exceed 10 grams. Fat not to exceed 4g Saturated Fat. No Trans Fat.

Cheese Pizza

- 16" Round
- Eight (8) equal slices of pizza
- Must provide 2oz Meat/Meat Alternative per slice
- Must provide 2oz equivalent grain per slice
- Cheese must be part skim, low moisture mozzarella or a blend of low fat cheese.
- Pizza fat content not to exceed 9.5 grams. Fat not to exceed 3.5g saturated fat. No Trans Fat.

SUBSTITUTIONS, SHORTAGES OR OUTAGES - PRIOR APPROVAL REQUIRED:

The Distributor will provide daily reports to the Nutrition Services Director of all anticipated substitutions, shortages or outages. The District requires Distributor to **receive prior approval** from

Vendor Name: _____

the Nutrition Services Director for any substitution of an outage or shortage within 48 hours of delivery. If Distributor is temporarily out of stock or short on a particular item, an equal (or superior) product may be delivered with prior approval from the Nutrition Services Director. Substitutions may not be made with higher priced products without prior approval from the Nutrition Services Director. ***In no instance shall an item critical to operation be shorted.***

DELIVERY:

All shipments shall be delivered FOB: Destination one or all of the district's campuses during regular operating hours which are 7:30am – 2:00pm, Monday through Friday, except for school holidays.

Doing Business with Littleton Public Schools – Nutrition Services

- 1.0** Any pricing discrepancies need to be addressed prior to receipt of the purchase order.
- 2.0** Purchase order will be submitted to vendor. Please note the requested delivery date of the order.
- 3.0** If the purchase order cannot be filled by the requested delivery date, advise the buyer when the product will be scheduled for delivery.
- 4.0** Any purchase/delivery order issued during the effective period of this contract and not completed within the effective period of the contract will be completed by the vendor under the terms and conditions of this contract.
- 5.0** Contact the Nutrition Services Kitchen Manager for delivery. The Nutrition Services Department will provide vendor with school list, names of managers, phone numbers and addresses.
- 6.0** Upon delivery, vendor must provide a packing list, invoice, or itemized Bill of Lading noting what is being delivered and what has been backordered. The backordered items need to be reflected on the delivery documentation.
- 7.0** School kitchen personnel will match the shipment quantities with the received quantities. Any discrepancies will be noted on the packing slip, invoice or Bill of Lading.
- 8.0** Pizzas must be delivered at an internal temperature of 140 degrees F or higher for LPS Kitchen Managers to accept the delivery. Temperatures will be logged on the invoice.
- 9.0** LPS's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 10.0** Actual receiving is done based on actual quantities received. If there is a variance between the purchase order line item and the physical receipt, it is noted on the delivery document.
- 11.0** If an invoice is used for deliveries, it will be sent to Nutrition Services accounts payable and processed for payment based on the physical receipt of the goods.
- 12.0** Vendor shall bear the cost of packaging unless otherwise provided.
- 13.0** Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
- 14.0** SHIPMENT UNDER RESERVATION PROHIBITED. Vendor is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

Vendor Name: _____

- 15.0** TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to LPS until it actually receives and takes possession of the goods at the point (s) of delivery, i.e., FOB Destination.
- 16.0** DELAYS AND DEFAULTS. In case of default of the vendor, LPS reserves the right to terminate the delivery order and to purchase equal in the open market and withhold, or be paid, \$50.00 per delivery order as liquidated damages.
- 17.0** In case of default of three (3) delivery orders, the district reserves the right to terminate the contract, to purchase equal in the open market, suspend future business with the vendor, and other remedies available in law or in equity.
- 18.0** If a pack slip or itemized Bill of Lading is utilized, the Vendor must send an invoice to Nutrition Services- Accounts Payable. LPS will only pay for product received, not what is indicated on the invoice.

COMMUNICATION:

Distributor shall designate one key individual to work with the District.

REPORTS:

Distributor will provide monthly product purchase reports, and summary information at the end of the contract period or when requested from the District.

PAYMENT TERMS:

The District will pay within 30 days from receipt of the weekly/monthly invoice or statement, for delivered and accepted products only. Distributor will provide information on any early pay discounts available to the District.

SECTION IV - RESPONSIBILITIES OF VENDORS

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/vendor.
- 2.0 Vendors are expected to provide prompt service that is due under this contract including warranties. Past performance of vendors may be a factor in awarding future contracts.
- 3.0 Vendors are expected to deliver services and/or products per specifications.
- 4.0 Samples may be required.
- 5.0 The warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum warranty unless otherwise agreed to in writing.
- 6.0 Contracts shall be put into effect by means of purchase order(s) executed by the District after bids have been awarded.
- 7.0 A certificate of general liability insurance is required of any vendor who will perform work at a LPS facility or property. This requirement also applies to any vendor that delivers their product to a LPS campus or job site.
- 8.0 Worker's compensation insurance is required of any vendor whose delivery truck driver will make deliveries to a LPS campus or job site.
- 9.0 **Recordkeeping.** Books and records of District 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 District, state, and federal representatives and auditors.
- 10.0 **Audits.** The District may conduct audits to validate costs and compliance with agreement terms and conditions. District will allow a reasonable timeframe for Distributor to prepare files for an audit. Distributor will correct audit findings immediately or within 30 days following notification of the errors.
- 11.0 **Food Laws.** Distributor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities. Distributor must be in compliance with all USDA and HACCP laws. District officials may inspect Distributor's facilities for the above compliances.

Upon request from District, Distributor shall provide:

- Letter of guarantee of compliance with food laws.
- Latest facility inspection forms and comments from applicable federal, state, and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

Vendor Name: _____

SECTIONS V – CONTRACT SPECIFICATIONS AND PRICING

RFP # 12-18-2

NUTRITION SERVICES – VENDOR DELIVERED READY TO SERVE PIZZA

Pizza Variety	Estimated Quantity per week	Price w/ WG 0% Commodity Cheese	Does Pizza meet Specs (Y/N)
Pepperoni Pizza – 14"	20		
Cheese Pizza – 14"	30		
Or			
Pepperoni Pizza – 16"	20		
Cheese Pizza – 16"	30		

Vendor Name: _____

SECTION VI - FORM OF PROPOSAL

NUTRITION SERVICES – VENDOR DELIVERED READY TO SERVE PIZZA

RFP # 12-18-2

Your proposal should include the following information in the order specified. If the proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the district may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. A mandatory proposal certification. (See Signature Page)
2. EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE Certification
3. CERTIFICATION REGARDING DEBARMENT
4. CERTIFICATION REGARDING LOBBYING
5. CLEAN AIR AND WATER ACT
6. 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, including principals are required.
7. Experience of the firm with similar projects of this nature.
8. A description of special resources, skills or services which the firm possesses, and which are not addressed as part of this RFP, that would be available as part of an agreement with the successful proposer. Please demonstrate any advantages that would be realized by the district as a result of these resources.
9. Minimum of three client references: to include organization name, contact person's name, position, and telephone number.
10. Proposal Pricing. The proposal pricing Section V, page 22 should be completed with submission of this RFP. Failure to complete this page will disqualify the RFP.
11. Additional comments or other information you would like to provide.

Vendor Name: _____

SECTION VII - EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Each Responding Party must make the following certification:

CERTIFICATE

I/we hereby certify that the

Company Name	Address	Phone
Number		

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

Upon request of the Littleton Public School district, we will show proof that our employment practices do meet in every respect the requirements of the Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

_____ (owner or officer of firm)

_____ (title)

_____ (date)

Vendor Name: _____

SECTION VIII - CERTIFICATION REGARDING DEBARMENT

U.S. DEPARTMENT OF AGRICULTURE

24.10

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant’s responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETE CERTIFICATION, READ INSTRUCTIONS)

- (1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

Name and Title of Authorized Representative

Company Representative Signature

Date

Vendor Name: _____

SECTION IX - CERTIFICATION REGARDING LOBBYING

24.11

Applicable to Grants, Subgrants, Cooperative Agreement, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering in this transaction and is imposed by Section 1352, Title 31, US 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 instruction.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

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

Approved by OMB

Vendor Name: _____

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subaward _____ Tier _____, <i>if known:</i> <u>Congressional District, if known</u>	5. If Reporting Entity in No.4 is Subaward, Enter Name and Address of Prime: Congressional District, <i>if known</i>	
6. Federal Department/Agency:	7. Federal program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Acton Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No.10a) (last name, first name, MI):</i>	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specified	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
14. Brief Description of services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by article 31 U.S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C.1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL

Vendor Name: _____

SECTION X - CLEAN AIR AND WATER ACT

RFP:

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102.

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor Name: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Vendor Name: _____

SECTION XI - REFERENCES

All Proposers will submit a list of at least three client references for which vendor has provided like products and services to a school district with back office functions. References will include contact name, size of school district and telephone number for client contact.

1. School District: _____

Contact name: _____ Phone number: _____

Number of schools _____

Length of time district has been your customer: _____

2. School District: _____

Number of schools _____

Contact name: _____ Phone number: _____

Length of time district has been your customer: _____

3. School District: _____

Contact name: _____ Phone number: _____

Number of schools _____

Length of time district has been your customer: _____

4. School District: _____

Contact name: _____ Phone number: _____

Number of schools _____

Length of time district has been your customer: _____

5. School District: _____

Contact name: _____ Phone number: _____

Number of schools _____

Length of time district has been your customer: _____

Vendor Name: _____

SECTION XI – SIGNATURE PAGE

(DATE)

Purchasing Department
5776 S. Crocker St.
Littleton, CO 80120

The undersigned certifies that in compliance with this Bidder’s proposal, and after carefully reviewing all the terms and conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications and scope of work.

(Firm)

(Phone #)

(Address)

(Fax #)

(Email)

Rep. Name (Printed Name)

(Title)

(Authorized Signature)

EXCEPTION:

If there are exceptions taken to any of the terms, conditions or specifications of this bid document, they must be clearly stated on a separate sheet of paper, attached to this sheet and returned with your bid.

Vendor Name: _____