



**Denver Public Schools  
Enterprise Management  
Food and Nutrition Services  
2320 West 4<sup>th</sup> Avenue  
Denver, CO 80223**

Date: September 6, 2013  
Subject: Invitation to Bid, #BD1610, Spices  
Enclosures: (1) Invitation For Bid Cover Sheet  
(2) General Terms and Conditions  
(3) Special Terms and Conditions.  
(4) Specification and Pricing Form

To: All prospective bidders:

Thank you for obtaining this Invitation for Bid on-line.

**Please note:** Denver Public Schools Purchasing Department is posting bids in two manners- 1) on the DPS website and 2) using an on-line 'Bid Provider' service known as 'Bid Net'. This is a revision to the District's previous bid documents, please review carefully.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with Spices for Food Service. Unless otherwise noted, (bidders) must provide a bid on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the materials or services requested in a timely manner and conform to the scope of work enclosed. To be considered valid in the selection process, all bids must follow the critical dates, as set forth below:

**Critical dates:**

**1) IFB Issue date** – September 6, 2013

**2) Questions due date** – **September 27, 2013**. Responses to questions will be provided in writing to all prospective bidders, by **September 27, 2013**.

**3) Bid due date** - Bids must be received in the District's Enterprise Management Office on or before, October 3, **2013 3PM**, Mountain Standard Time. Bids received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering the bid on the due date, allow enough time to find parking (there is parking but space is limited) and security check-in. The District will not accept an e-mail or fax response to this Invitation For Bid. You are responsible to address the envelope as follows- Denver Public Schools, **Enterprise Management Food and Nutrition Services, 2320 W. 4<sup>th</sup> Avenue, Denver, Colorado 80223, Attn: #BD1610**.

**4) Bid Expiration date**- Bidder must indicate an expiration date for the pricing. Any expiration date shall not be less than (90) days from the bid due date as indicated herein.

Please be advised that the award is based upon the content of the bidder's response. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer: DeeDee Case, Fax number (720) 423-5629.

Sincerely,

## DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

**Effective July 1, 2013**, all new business conducted with DPS will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your "Supplier Portal".
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

**Access to the supplier portal can be found here:** <http://purchasing.dpsk12.org/>

**Supplier Portal User Guides** are available at same link (under the 'Suppliers/Vendors' link on the right-hand of the page).



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Food and Nutrition Services  
2320 West 4<sup>th</sup> Avenue  
Denver, CO 80223**

**REQUEST FOR PROPOSAL  
COVER SHEET-FILE IN TAB A**

Date: September 6, 2013  
 Bid number: BD1610  
 Bid title: Spices  
 Bids will be received until: October 3, 2013  
 3:00 p.m., local standard time  
 at: 2320 W. 4<sup>th</sup> Avenue,  
 Denver, Colorado 80223

Goods or services to be delivered to or performed at: Enterprise Management Warehouse  
 301 Wyandot Street  
 Denver, CO 80223

For additional information please contact the buyer: DeeDee Case, CPPB  
 720-423-5617

Email Address: deanna\_case@dpsk12.org

Documents included in this package: Invitation For Bid Cover Sheet  
 General Terms and Conditions  
 Special Terms and Conditions  
 Specification and Pricing Form

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301. If you require additional information, call the Denver Public Schools contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



Denver Public Schools  
Enterprise Management  
Food and Nutrition Services  
2320 West 4<sup>th</sup> Avenue  
Denver, CO 80223

## REQUEST FOR PROPOSAL BD1610

### GENERAL TERMS AND CONDITIONS

I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

#### II. CONTENTS OF OFFER

A. **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's policies and procedures including state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must clearly indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Denver Public Schools 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.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

6. Open Records.

Disclosure of Information to the District

The Vendor understands that the information provided to the District in response to a Request For Proposal ("RFP"), a bid or under an agreement or contract between District and the Vendor, may be subject to release, inspection or disclosure upon request..

"Information," shall include any confidential or non-confidential information which: (a) belongs to the Vendor; (b) is of a scientific, technical, clinical, business, financial, marketing, corporate, specialized or other trade secret; (c) has value to the Vendor; (d) has generally been considered and treated by the Vendor as confidential prior to the time of disclosure; and (e) is clearly identified as "Confidential" or "Proprietary" when disclosed to the District. Information shall not include any information which: (a) at the time of disclosure is in the public domain (whether or not any of the parties knows that the information is in the public domain); (b) after disclosure is published or otherwise becomes part of the public domain in any manner other than by the District; (c) was in the possession of the receiving party at the time of disclosure by the District as evidenced by competent written documents; or (d) was independently developed by the receiving party as evidenced by competent written records.

It is presumed that any Information provided to the District is a public record and is subject to inspection, further disclosure and release by lawful subpoena, government regulation, court order, lawful purpose or as requested pursuant to the Colorado Public (Open) Records Act (Colo. Rev. Stat. sec. 24-72-204, or as amended later), except any information that is recognized as confidential, qualifies as exempt or is protected by the applicable state and Federal law, the District will not disclose; provided, however, when it is reasonably practicable to do so under the circumstances, the District will make an effort to notify the Vendor of the impending release of records in order to provide the Vendor an opportunity to challenge the release of the requested information. Barring the receipt of a legal order or decree prohibiting the District's disclosure of the requested information, the information will be released to the requesting party as the law requires.

Nothing in this provision shall be construed to create a legal duty or an obligation or a liability for the District or its employees, officers, agents or assigns to act or pursue any claim, defense, cause of action, or legal process on the Vendor's behalf. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its employees, officers, agents or assigns against any claim, judgment, damages and legal expenses and costs, including any attorney fees awarded to a third party or incurred or a court may order to pay because of a lawful release of the requested information by the District.

- B. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.
- C. Clarification and Modifications in Terms and Conditions
  - 1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

**Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.**

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Purchasing Department web site (<http://purchasingts.dpsk12.org/bids/default.asp>) . Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. 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.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

### III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
6. Organization of BID response

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms in this section)

TAB B- Vendor Pricing

TAB C- Vendor Information Form

**B. Submission**

1. The Original Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside and marked, 'Master'. This master shall be sent or delivered to the District's Enterprise Management Food and Nutrition Services Department, 2320 W. 4<sup>th</sup> Avenue, Denver, Colorado 80223.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

D. Vendor Information Form. All Vendors are required to complete the Vendor Information Form that is included with this solicitation.

**IV. MODIFICATION OR WITHDRAWAL OF OFFERS**

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification.

**B. Withdrawal of Offers**

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

## **V. REJECTION OF OFFERS**

- A. Rejection of Offers. The District may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
  2. Re-advertise this Solicitation;
  3. Postpone or cancel the process;
  4. Waive any irregularities in the 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
  5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.
- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, 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, certificates, licenses, and/or samples, 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.
- C. Elimination From Consideration
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
  2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

## **VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.**

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance,.

- A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a



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

- B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

**VII. AWARD OF CONTRACT.** The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

**VIII. APPEAL OF AWARD.** Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Purchasing within 72 hours after the recommendation of award is posted on the Purchasing Department's web site at <http://purchasing.dpsk12.org/bids/default.asp>, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

## **IX. CONTRACTUAL OBLIGATIONS**

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
  2. The Vendor 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 Solicitation unless the Vendor receives prior written permission.
  3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.
  4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Purchasing Department.

- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocur the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the resolicitation effort
- E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**X. MODIFICATIONS TO EXISTING CONTRACT.** Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

#### **XI. TERMINATION OF CONTRACT**

- A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.



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## REQUEST FOR PROPOSAL BD1610

### SPECIAL TERMS AND CONDITIONS

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**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

September 6, 2013	Distribute Invitation to Bid
September 27, 2013	Deadline for submitting questions
October 3, 2013	Proposal deadline
October, 2013	Award contract

**PURPOSE:** The purpose of this Solicitation is to establish a contract for the purchase of **SPICES** in conjunction with the District's total needs. Although the successful Vendor(s) will be designated as the sole provider(s) of specific awarded items to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract.

**TERM OF CONTRACT:** This contract shall commence on October, 2012 and shall remain in effect through September 30, 2013.

**OPTION TO RENEW: OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT):** The prices or discounts quoted in this Solicitation shall prevail for a one-year period from the effective date of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods. This option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. The optional renewal periods shall not exceed three years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor by the manufacturer or supplier. The Vendor shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

**RESPONSE TO QUESTIONS:** Questions which arise during the response preparation period regarding issues around the Solicitation, purchasing and/or award should be directed, in writing, via email to [deanna\\_case@dpsk12.org](mailto:deanna_case@dpsk12.org) or fax, to DeeDee Case CPPB Buyer, Enterprise Management Food and Nutrition Services, Denver Public Schools, 2320 West Fourth Avenue, Denver, Colorado 80223, fax number (720) 423-5629. The Vendor submitting the question shall be responsible for ensuring that the Buyer receives the question(s) no later than 2:00pm September 27, 2013.

Any official interpretation of this Solicitation must be made by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department

**METHOD OF AWARD - AGGREGATE:** It is the intent of the District to award this contract to the responsive, responsible Vendor who offers all items and whose pricing offers the lowest cost when all items are added in the aggregate and whose offer will be most advantageous to the District. Notwithstanding, the District reserves the right to alter this method of award if such alteration results in a cost savings to the District

**FOR ITEMS NOT STATED "OR EQUAL":** Bidders may submit samples for evaluation for future Solicitations

**ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Invitation for Bid will be used by the District for purpose of determining the low Bidder meeting specifications, it is hereby agreed and understood that the District has the right to increase/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions or unanticipated usage.

**ALL FOOD PRODUCTS ARE TO BE MANUFACTURED AND PROCESSED IN THE UNITED STATES:** Domestic products must be proposed and supplied. Non-domestic products may be proposed and supplied only when domestic products are unavailable. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee.

**HACCP PROGRAM:** Vendor must have a HACCP program in place or documentation of manufacturing practices following food safety compliance. Confirm with Authorized Representative's Signature in space provided on the Specification and Pricing Form on Page 19.

**METHOD OF ORDER:** The Enterprise Management Food and Nutrition Services office will issue a dated, signed Vendor Order to the Vendor by fax or email. **Confirmation of receipt of the Vendor Order is required within twenty-four hours either by phone, email or return FAX.** The Vendor Order will specify the amount requested, the specific item bid by the Vendor and the bid price, before any discount. The Vendor Order sequence number **must** be referenced on the invoice or packing list.

**DELIVERY TIMES, LOCATIONS, AND REQUIREMENTS:** The Vendor shall deliver all items requested through this Solicitation to the Enterprise Management Food and Nutrition Services Warehouse which is located at 301 Wyandot Street, Denver, Colorado 80223. Delivery time and location must be scheduled by calling the Warehouse at 720-423-5665 or 720-423-5633 forty-eight hours in advance or by agreed on predetermined standard appointment. Deliveries shall only be allowed between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday, excluding District holidays. The Enterprise Management Food and Nutrition Service Office requests complete deliveries, by line item, within three weeks of the placement of the order. Balances of any incomplete deliveries, by line item, must be filled within the following two-week period. Any additional lead-time required by the manufacturer shall be stated in the Bid, item-by-item. Deliveries must be on four-way pallets.

**PACKING SLIP AND/OR DELIVERY TICKET:** The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Vendor Order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's Receiving representative has the authority to reject shipments that do not conform to this requirement.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**METHOD OF PAYMENT - PERIODIC INVOICES FROM COMPLETED DELIVERIES:** The successful Vendor shall submit an invoice to the Enterprise Management Food and Nutrition Services Department, 2320 West Fourth Avenue, Denver, Colorado 80223, Attention: Cassie Gentry. The invoice shall reference the appropriate Vendor Order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the District when the items were delivered and accepted. Prompt payment terms offered must be clearly stated on the invoice. The periodic invoices shall not exceed thirty calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the District in advance of the delivery and acceptance of the items.

**DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within 10 calendar days after such deficiencies; defects and/or damages are verbally reported to the Vendor by the Purchasing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

**SHIPPING TERMS - FOB DESTINATION:** All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative.

**PRODUCT RECALL:** Vendor(s) awarded contract(s) under this solicitation shall be required to notify the Enterprise Management Department of Food and Nutrition Services of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within 24 hours of notification by the manufacturer and shall follow-up in writing within 48 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District's approved vendor list(s).

**ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED:** Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interest of the District.

**INDEMNIFICATION:** The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

**INSURANCE:** The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

**General Liability**

Policy form: Occurrence  
Policy Aggregate \$ 2,000,000  
Products/completed operations aggregate 2,000,000  
Each occurrence limit ..... 1,000,000  
Personal & advertising injury limit 1,000,000  
Products/completed operations  
Defense in excess of limits  
Per location / per job aggregate limit  
Blanket contractual  
Independent contractors  
Primary & non-contributory  
Show Waiver of Subrogation in favor of the District  
All locations / operations (if not, show district job/location specifically)  
Name the District as "Additional Insured"

**Umbrella:**

Policy form: ..... Occurrence - Umbrella  
Each occurrence or claim limit: ..... \$ 1,000,000  
Excess commercial general liability  
Excess Products/completed operations  
Show Waiver of Subrogation in our favor  
Excess automobile liability  
Excess professional liability (if you provide professional services)

Excess pollution liability (if any pollution exposure exists)  
Excess employer's liability  
Blanket contractual  
Per location / per job aggregate limit  
Defense in excess of limits  
Primary & non-contributory  
All locations / operations (if not, designate specific project or location)  
Name the District as Additional Insured including Products/Completed Operations

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

**Insurance Certification:** Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Purchasing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

**Non-Compliance:** If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

**Cancellation/Modification:** The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

**Impaired Aggregate:** If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

**COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO- Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council).

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

**EQUAL OPPORTUNITY:** Denver Public Schools 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.



Denver Public Schools  
 Enterprise Management  
 Food and Nutrition Services  
 2320 West 4<sup>th</sup> Avenue  
 Denver, CO 80223

**INVITATION TO BID1610  
 SPECIFICATION AND PRICING FORM-File in TAB B**

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p><b>ALL SPICES SHALL BE IN METAL OR PLASTIC QUART SIZE CONTAINERS WITH AN INNER SEAL. ALL SPICES SHALL BE 100% PURE AND STERILIZED. APPROVED BRANDS ARE AS FOLLOWS: DURKEE,CUSTOM, SCHILLING, McCORMICK, TONES, FLAVOR ESTATES, TRADER'S CHOICE, ALL AMERICAN SEASONINGS OR MAJESTIC INT'L SPICE.</b></p>					
1.	105	CAN	Allspice, Ground Number of Quart Containers in Case	_____	_____
			Our Stock Number 36.3740.01 State unit size	_____	
			State price per ounce	_____	
			State brand being bid	_____	
2.	178	CAN	Basil Flakes Number of Quart Containers in Case	_____	_____
			Our Stock Number 36.3740.02 State unit size	_____	
			State price per ounce	_____	
			State brand being bid	_____	
3.	91	CAN	Celery Seed, Whole Number of Quart Containers in Case	_____	_____
			Our Stock Number 36.3740.05 State unit size	_____	
			State price per ounce	_____	
			State brand being bid	_____	
4.	829	CAN	Cinnamon, Ground Number of Quart Containers in Case	_____	_____
			Our Stock Number 36.3740.07 State unit size	_____	
			State price per ounce	_____	
			State brand being bid	_____	

ITEM	NUMB	QTY	UM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.	696		<b>CAN</b>	Comino, (Cumin), Ground Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.10 State unit size	_____	
				State price per ounce	_____	
				State brand being bid	_____	
6.	2582		<b>CAN</b>	Garlic Granules Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.13 State unit size	_____	
				State price per ounce	_____	
				State brand being bid	_____	
7.	84		<b>CAN</b>	Ginger, Ground, 100% Pure Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.14 State unit size	_____	
				State price per ounce	_____	
				State brand being bid	_____	
8.	266		<b>CAN</b>	Mustard, Ground, Dry Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.15 State unit size	_____	
				State price per ounce	_____	
				State brand being bid	_____	
9.	115		<b>CAN</b>	Nutmeg, Ground Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.16 State unit size	_____	
				State price per ounce	_____	
				State brand being bid	_____	



ITEM NUMB QTY U M	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10. 343 CAN	Oregano, Flakes Number of Quart Containers in Case	_____	_____
	Our Stock Number 36.3740.17 State unit size	_____	_____
	State price per ounce	_____	_____
	State brand being bid	_____	_____
11. 515 CAN	Paprika, Red Number of Quart Containers in Case	_____	_____
	Our Stock Number 36.3740.18 State unit size	_____	_____
	State price per ounce	_____	_____
	State brand being bid	_____	_____
12. 949 CAN	Pepper, Black, Restaurant Grind, 24 – 34 mesh Number of Quart Containers in Case	_____	_____
	Our Stock Number 36.3740.20 State unit size	_____	_____
	State price per ounce	_____	_____
	State brand being bid	_____	_____
13. 601 CAN	Pepper, Red Crushed, Coarse Number of Quart Containers in Case	_____	_____
	Our Stock Number 36.3740.21 State unit size	_____	_____
	State price per ounce	_____	_____
	State brand being bid	_____	_____
14. 77 CAN	Poultry Seasoning Number of Quart Containers in Case	_____	_____
	Our Stock Number 36.3740.23 State unit size	_____	_____
	State price per ounce	_____	_____
	State brand being bid	_____	_____

ITEM	NUMB	QTY	UM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
15.	315		<b>CAN</b>	Parsley, Dried, Flakes, 100% Pure Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.29 State unit size	_____	_____
				State price per ounce	_____	_____
				State brand being bid	_____	_____
16.	498		<b>CAN</b>	Chili Powder Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.30 State unit size	_____	_____
				State price per ounce	_____	_____
				State brand being bid	_____	_____
17.	123		<b>CAN</b>	Bay Leaves Whole Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.31 State unit size	_____	_____
				State price per ounce	_____	_____
				State brand being bid	_____	_____
18.	85		<b>CAN</b>	Sage Ground Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.33 State unit size	_____	_____
				State price per ounce	_____	_____
				State brand being bid	_____	_____
19.	200		<b>CAN</b>	Onion Granules Number of Quart Containers in Case	_____	_____
				Our Stock Number 36.3740.3X State unit size	_____	_____
				State price per ounce	_____	_____
				State brand being bid	_____	_____
<b>STATE MINIMUM COMBINED ORDER QUANTITY REQUIRED, IF ANY</b>					_____	_____



Denver Public Schools  
 Enterprise Management  
 Food and Nutrition Services  
 2320 West 4<sup>th</sup> Avenue  
 Denver, CO 80223

REQUEST FOR PROPOSAL BD1610

SPECIFICATION AND PRICING FORM-File in TAB B

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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**HACCP PROGRAM:** Vendor must have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance. Confirm with Authorized Representative's Signature in space provided.

Authorized Representative's Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes \_\_\_\_\_ No \_\_\_\_\_

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes \_\_\_\_\_ No \_\_\_\_\_

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified? Yes \_\_\_\_\_ No \_\_\_\_\_

State percentage of prompt payment discount, if offered. \_\_\_\_\_ %

State total bid price (include all items bid). \_\_\_\_\_

State total bid price with discount. \_\_\_\_\_

The District has a VISA Procurement Card Program. Will your company accept the District's Visa as payment for purchases made from this bid? Yes \_\_\_\_\_ No \_\_\_\_\_

Address the envelope as follows:  
 Denver Public Schools  
 Enterprise Management  
 Food and Nutrition Services Department  
 2320 W. 4<sup>th</sup> Avenue  
 Denver, CO 80223

Attn: BD1610