



6500 Arapahoe, P.O. Box 9011
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Food Services Department
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REQUEST FOR PROPOSAL

DATE:	XX/XX/XX
DESCRIPTION:	RFP PRODUCE 2015-16 – BVSD Food Services
CLOSING DATE:	XX/XX/XX at 10:00 AM
CONTACT:	CONTACT INFO, CONTACT@bvbsd.org

**PLEASE RETURN SEALED PROPOSALS VIA MAIL, FEDEX, OR IN PERSON TO
BVSD Purchasing Dept, attn. CONTACT, 6500 East Arapahoe Rd, Boulder, 80303.**

If you have any questions about this proposal, contact CONTACT via email at CONTACT@bvbsd.org and we will schedule a call with you.

DELIVERY DATE _____ TERMS _____

VENDOR/CONTRACTOR _____

PHONE NUMBER _____

ADDRESS _____

THE UNDERSIGNED HEREBY AGREES that he/she will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that he/she will furnish all required products in strict conformity with these documents, for the stated prices as payment in full.

AUTH. SIGNATURE: _____ DATE _____

AUTH. SIGNATURE (PRINT OR TYPE): _____

BVSD is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Vendor/contractors to whom a contract is awarded shall not discriminate on the basis of race, ethnicity, national origin, gender, sexual orientation, age, religion or disability.

SECTION A – OVERVIEW

A-1 Background

A-1.1 Introduction: Boulder Valley School District (BVSD) manages a self-operated Food Services (FS) Department. The FS department provides meal services for fifty-one (51) satellite cafeteria locations including elementary, middle, K8 and high schools. There are approximately 31,000 students enrolled at these locations and the FS department serves approximately 9,000 lunches, 4,000 breakfast, and 2,000 snacks per day.

BVSD is seeking a Vendor partner who is willing and able to “think outside the (cardboard) box” and foster a mutually beneficial relationship based on trust, transparency and flexibility.

A-1.2 Mission Statement: The BVSD FS department mission statement is as follows: “All Children of BVSD will have daily access to fresh, flavorful and nutritious food made with wholesome and, when possible, local ingredients so that every child may thrive.”

A-1.3 Sustainability – Minimizing Food Miles and Packaging: In 2014, BVSD was selected by the U.S. Department of Education as a Green Ribbon Schools District Sustainability Awardee. To that end, the District is committed to “greening” our FS operations, which includes purchasing as much local and regional produce possible to minimize food miles travelled. The District is also working toward reducing packaging waste wherever possible, including the use of Reusable Plastic Containers (RPCs) for select produce purchases.

BVSD is seeking a Vendor partner who is willing and able to source from local and regional farmers, producers, and aggregators, and to utilize RPCs when possible.

A-1.4 Menu Produce Needs

Salad Bars in Every School: During lunch, all 51 site cafeterias provide an “endless” salad bar, containing fruit, vegetables, and composed salads, that students visit to choose their fruit and vegetable meal components. Students are allowed to return for more at no extra charge.

Breakfast and Snack Menus: BVSD runs eight Universal Breakfast (UB) programs – six elementary programs in the classroom, one middle school and one high school program in the cafeterias – where whole fruit is served several times a week. Afterschool and preschool snack programs, offered at most elementary schools, also utilize a large quantity of fresh fruit daily.

Lunch Menu: Our three production kitchens prepare lunch entrees from scratch, such as stir fry, rice bowls, and enchiladas, and prepare large quantities of fresh vegetables weekly for salad bars, such as carrots, peppers, celery and broccoli. Production kitchens also utilize large quantities of fresh russet and Yukon potatoes for making scratch oven fries and mashed potatoes.

Other Programs: BVSD plans the entire menu a year in advance, including Harvest of the Month (HOTM) featured items, and the department also operates a Food Truck, Catering Services, and Vending.

A-1.5 Total Purchases: Produce purchases for 2014-15 were approximately \$510,000, plus another \$30,000 in direct purchases from local farmers for our Farm to School HOTM program. In addition, \$90,000 of the district's USDA Commodities entitlement was allocated to the USDA Department of Defense Fresh Fruit and Vegetable (DOD) program. The district expects to purchase similar quantities in 2015-16. See Attachment #1 *BVSD 2014-15 Produce Purchases* for sales summary by volume.

To this end, the BVSD FS department is pursuing a partnership with a local produce company to fulfill our department produce needs for the 2015-16 school year.

A-2 Purpose of the Request for Proposal - To Establish a Contract for Items:

The purpose of this Request for Proposal is to establish a contract for the purchase of Fresh Produce in conjunction with the needs for BVSD. Although the successful Vendor will be designated as the sole provider of the specific awarded item/s 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. BVSD reserves the right to award contracts for Produce to separate vendors, based on the outcome of the proposal process. BVSD also reserves the right to purchase off contract for other produce items, especially for HOTM needs. See attached Attachment # 8: *Standard Sample BVSD Contract* for example of final contract language.

BVSD reserves the right to cancel this RFP at any time and for any reason.

SECTION B – INSTRUCTIONS TO VENDORS

B-1 Pricing and Variable Costs:

BVSD recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. BVSD is seeking proposals using a "cost plus" pricing method. Cost plus pricing recognizes the variable market fluctuations to the Vendor while guaranteeing the District's case markup does not fluctuate throughout the year.

B-1.1 Case Markup: Please list your proposed case markup in your RFP response. This markup will remain firm for the full school year of purchases August 1, 2015 through July 31, 2016.

B-1.2 Proof of Purchase: Vendor's Original Purchase Invoices: Please fill out and return Attachment #9: *Vendor Original Invoice Response Worksheet*, and provide corresponding copies of original purchase invoices for the following items in your RFP response.

The sample invoices should reflect your purchases of these items in the following the time periods; on or about Sept 1, 2014; January 1, 2015; and April 1, 2015:

ITEM	SPECIFICATION	
APPLES	Gala, Local CO	125 ct
APPLES	Gala, WA	125 ct
ORANGES	Navel	113 ct
ROMAINE	Chopped, bagged	6/2 lb
BANANAS	Green Tip	40 lb
CLEMENTINES	Seedless, Cuties/Halos	4/5 lb
CANTALOUPE	Rocky Ford CO	12 ct
PEACHES	Local CO	70 ct
SPRING MIX	Organic	3 lb
GRAPEFRUIT	Ruby Red, TX	64 ct
WATERMELON	Seedless, CO	4 ct
GRAPES	Lunch Bunch, CA	20 lb

During the term of the contract the District will require proof of purchase price on these listed items for dates; Sept 1, 2015; January 1, 2016; and April 1, 2016. The Vendor will be required to scan purchase invoices from the source farms and/or aggregators and email them to the BVSD Procurement Manager as proof of purchase price.

B-1.3 Weekly produce listings: The District expects to receive digital weekly produce offerings and market reports. Pricing listed in the weekly offering list must show Vendor cost plus the agreed-upon case markup. For example:

01635	APPLE, BVSD HALF CTN LOCAL	20#	17.00
10355	MELON, CANTALOUPE	12CT	27.75
10033	APPLE, GALA	125CT	29.90
02103	ONION, GREEN	12CT	9.20
10180	BANANA, BREAKER	40#	21.89

Please include an example of your company's weekly produce offering for the week of July 6, 2015 with your response to this proposal.

B-2 Preparation of RFP Documents:

- A. All proposals must be typewritten or printed in ink.
- B. Final proposals must be received at Boulder Valley School District by **10:00 AM, Monday July 13, 2015**. No late proposals will be accepted.

- C. Proposals must be submitted in person or via FedEx or mail addressed to:

**Boulder Valley School District
Education Center – Purchasing
Attn: CONTACT
6500 East Arapahoe Road
Boulder, CO 80303**

- D. No fax copies will be accepted.
E. Proposals must be signed by an agent authorized to enter into an agreement.

B-3 Withdrawal of Vendors: Proposal may be withdrawn with written notice from agent who signed original document. Once submitted, documents become property of Boulder Valley School District. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information after opening will be grounds to reject the proposal.

SECTION C – STATEMENT OF NEED

C-1 Procurement Priorities: The purpose of this RFP is to identify the Vendor that can fulfill the following combination of Quality and Origin procurement priorities (in addition to fulfilling Competitive Case Markup, Packaging Preferences, and Delivery Schedule needs).

C-1.1 Produce grade – The District expects to be offered #1 product at all time.

C-1.2 Produce Quality Assurance – The District expects that all produce will be inspected for quality assurance, and that any produce that does not appear to be of the highest quality be pulled and replaced before shipping out to sites.

C-1.3 Product Origin Transparency: The District requires clear identification of the origin of product on the weekly offering list and the invoices. This includes:

- a. Mandatory identification of Country of Origin;
- b. Mandatory identification of Colorado products;
- c. Mandatory identification of state of origin of other products
- d. Preferred identification of Farm/Farmer (see Attachment #9 - *Scoring Rubric*)

C-1.4 Domestic Origination: The District expects that all produce offered will be of domestic origin (as much as the prevailing market conditions allow, with the notable exception of bananas and ginger). The District preference is to purchase local produce, balancing origin with quality.

If there is a discrepancy between local origin and quality (e.g. local Colorado Yukon potatoes are lower in quality this week than the Idaho Yukon potatoes), the District expects the Vendor to give BVSD the

option of purchasing either choice, making their determination based on weighing quality versus price versus local origin.

C-1.4 Colorado Grown: The District wishes to engage a Vendor that has a proven track record of both purchasing and promoting agricultural products grown in Colorado.

- **Colorado-Grown Small Farms and/or Aggregators:** Vendor should show a history of working with, or willingness to work with, a small-farm aggregator or farmer direct relationships.
- Vendor will communicate directly with either the CO farm aggregator and/or farmer the quantities needed to fulfill BVSD order needs, accept or pick up weekly shipments of Colorado produce (e.g. western slope fruit) from aggregator/farmer, organize and deliver weekly shipments of aggregator/farmer products to satellite sites during regularly scheduled weekly deliveries, and fill in produce order gaps if needed.
- Vendor will create unique product/stock codes for local products as opposed to similar non-local products so that sales reports clearly separate the two.
- Aggregator must have the ability to provide the source/s of their product/s.
- **Colorado Farmer Promotion** - Information promoting the farmers, their history and practices is a valuable asset to the BVSD student cafeteria education experience. The Vendor's ability to promote and support the farmers from whom they purchase products is preferred.

C-1.5 Regional Produce: In the seasonal absence of local produce, the Vendor should be willing and able to source Regional produce, defined as within 300 miles of the BVSD Education Center, 6500 East Arapahoe Road, Boulder, CO 80303.

Please provide in your RFP response:

1. Data and brief history of Colorado and Regional purchasing activity over the past three years
2. Two references from farms and/or aggregators of Colorado and Regional produce.

Responses will be compared and evaluated based on Attachment #9- *Scoring Rubric*, with the successful Vendor providing all objective and subjective information requested within this RFP.

C-1.6 Produce Traceability Initiative: The District prefers to engage a Vendor that has a Produce Traceability Initiative (PTI) system in place in order to assure produce traceability throughout the entire produce supply chain. See Attachment 3: *PTI Implementation Checklist for Growers/Packers/Shippers*. If Vendor does not currently have PTI in place, please **describe your traceability system and capabilities as related to recalls in your RFP response.**

C-1.7 Cleaned, Pre-cut and Packaged Fruits and Vegetables: The District's produce needs will include mostly whole items, with the notable exception of chopped romaine and spring mix. If a Vendor does not have its own in-house processing plant for fresh cut product, **identification of the processing facilities used must be listed as a part of the response to this RFP.**

C- 1.8 Estimated Quantities: Estimated quantities/units product needs for 2015-16 will be similar to purchases for 2014-15, provided in this proposal for the Vendor's guidance only (see Attachment #1 *BVSD 2014-15 Produce Purchases*). No guarantee is expressed or implied as to quantities that will be used during the contract period. BVSD is not obligated to place an order for any given amount subsequent to the award of a contract. Estimates quoted are based on BVSD's actual needs and use during the previous contractual period or prior twelve month period; whichever is longer.

C- 1.9 Units of Purchase: Units of purchase have been specified within Attachment #1 *BVSD 2014-15 Produce Purchases*. When a Vendor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted appropriately.

C-2 Delivery Requirements:

C-2.1 Annual Period of Delivery: The District has 51 satellite sites and three regional production kitchens (within three of the satellite sites) which will use fresh produce on a daily basis in breakfast, lunch and snack programs. The three production kitchens will prepare and ship items for the District's 51 site salad bars as well as prepare all side vegetable dishes for all meal locations. The three regional kitchens will also use produce in production of scratch-cooked main course entrees.

Delivery to the three regional kitchens will begin on or about Thursday August 13, or as determined by District needs. Delivery to the 51 satellite sites will begin on Wednesday August 19, 2015.

Deliveries to the three regional kitchens and 51 satellite sites will continue through the school year on a weekly basis until on or about May 23, 2016. Delivery to a limited number of locations for summer school and catering will continue through July 2016.

C-2.2 Location and Hours Specified: The Vendor shall deliver items in conjunction with this proposal to the three BVSD Production Kitchens once (Thursdays) or twice (possibly adding Mondays) a week, depending on the needs of the operation, between 7:00 and 10:00 AM. The Vendor shall deliver to the 51 satellite sites on Mondays, delivering to all sites beginning at 7:30 AM and continuing until last delivery no later than 11:00 AM (by the start of lunch service). If the production kitchens need a Monday delivery, as production kitchens are located within satellite kitchens, the two sites can be delivered at the same time. **The successful Vendor will have the transportation capacity and resources to use 4 to 5 refrigerated trucks simultaneously in order to successfully achieve this delivery window.**

Specific delivery schedules will be mutually established after the award of the contract. BVSD reserves the right to add or modify locations to the contract. See Attachment #4 *Sample Partial Delivery Schedule – Two of Five Trucks* for an example delivery schedule.

C- 2.3 Holidays and Professional Development Days: Delivery schedules may change a few times a year when the District is closed due to breaks, holidays or other closings for professional development (see Attachment #5 *BVSD 2015-16 District Calendar*).

School Calendar

First regional kitchen delivery – Thur Aug 13
Second regional kitchen delivery – Thur Aug 20 and then every Thursday
First satellite kitchen delivery – Wed Aug 19
Second satellite kitchen delivery – Mon Aug 24 and then every Monday
First day for lunches for 2015 – Thur Aug 20
Thanksgiving break (Nov. 23- Nov. 27)
Winter break (Dec. 21– Jan. 1, 2016)
Spring break (March 21– March 25)
Last day of lunches - May 26, 2016

C-2.4 Emergency School Closure: The Vendor is responsible for monitoring the status of school closures either on the local news or at www.bvsd.org and contacting BVSD to arrange delivery schedule adjustments when necessary so that BVSD receives product as per agreement.

C-2.5 Delivery Delays: The Vendor will inform the District of any delivery delays due to late deliveries, inclement weather, poor road conditions, truck problems, etc, by calling and/or emailing the Procurement Manager directly as soon as the delay occurs.

C-2.5 Delivery Conditions: Deliveries shall be made as required to the identified locations on a mutually agreed upon delivery schedule.

All deliveries shall be made in accordance with good commercial practice in clean trucks and containers and shall be adhered to by the successful Vendor. Refrigerated products shall be delivered at 41 degrees Fahrenheit or less, and products requiring slightly warmer temperatures (e.g. bananas) shall be loaded onto the warmest part of the truck and covered with blankets to protect them from the cold. Product(s) exceeding allowable temperatures or displaying evidence of temperature shock or signs of freezing will be rejected and replacement expected.

The Vendor shall deliver product in containers that are completely clean. All delivery crates shall be free of dirt and grime at the time of delivery.

C- 2.6 Invoice Upon Delivery: The Vendor shall enclose a complete invoice with any items to be delivered in conjunction with this proposal. The invoice shall either be delivered directly to the authorized BVSD representative for signature, or attached to the shipping cartons/containers such that the authorized representative can find it easily and check orders prior to the Vendor driver leaving the premises.

C-2.7 Invoice Details: The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number, units, price per unit, and extended price; product origination, including mandatory country of origin, mandatory identification of Colorado products, and mandatory identification of state of origin of other products. **It is very important that all origination identifiers be designated in a separate Vendor database field for velocity report pulling and sorting by product origin.** The BVSD receiving

representative has the authority to reject shipments that do not conform to this requirement.

C- 2.8 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 products delivered to BVSD in accordance with this proposal. All corrections shall be made within a maximum of two (2) calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the FS Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

C- 2.9 Credits and Refusal of Product: BVSD reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods.

C- 2.10 Credits for Product Post Delivery: Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

C-3 Packaging Specifications

C-3.1 Reusable Plastic Container Packaging Preference: BVSD Food Services' preference is to utilize food grade-quality RPC reusable plastic containers to minimize cardboard waste, consistent with BVSD sustainability goals. The District purchased several hundred RPC containers with funding from a 2013-14 Stop Waste Grant for the purpose of local apple procurement and movement, and had a limited trial run of apple delivery in the RPC containers during Fall 2014. The District now wishes to put RPC containers into full circulation, utilizing them for all local apple packing and delivery for Fall 2015 season.

- **Food Forethought Aggregator:** BVSD has worked for several years with Food Forethought (FFT), a Colorado aggregator of western slope apples, pears and peaches. During the fall 2014 season, BVSD and FFT piloted a program utilizing Reusable Plastic Containers (RPCs) instead of cardboard cases for packing and distributing western Colorado apples.
- The successful Vendor will be willing and able to work with FFT and a designated apple farmer to utilize RPC containers for west slope local apple packing and deliveries.
- RPC use entails the following system:
 1. Weekly movement of empty clean RPC containers to the local west slope farm for packing
 2. Pick up of filled RPC containers from the farm
 3. Delivery of filled RPC containers to the satellite sites via produce company deliveries
 4. Pickup of empty RPC containers at the satellite sites
 5. Washing and sanitation of RPC containers at the produce company
 6. Delivery of empty clean RPC containers back to the west slope for another round of packing
- The successful Vendor will be also willing and able to potentially pilot a system of utilizing RPC containers for local potato packaging and delivery to the production kitchens.

C-3.2 Reusable Plastic Container Inventory: RPCs needed beyond the inventory owned by BVSD are to be provided by Vendor and replaced as needed as quality of bins degrade over time. Vendor must have a bookkeeping method to keep track of the number of RPCs coming in to BVSD on delivery and out from BVSD for returns. All RPCs must be picked up in a timely manner, and always before extended school closure periods. Vendor can pick up bins from prior delivery upon delivery of new product.

C-3.3 Container Labels: All cases, RPC and cardboard, will be marked with total weight of case and contents (e.g. 40# /125 count/ Gala Apples), as well as other standard USDA-required label information.

C-3.4 Other Container Labeling Requirements: All containers must be printed with product identification and expiration date. Perishable refrigerated products shall have at least ten (10) days of remaining shelf life at the time of delivery. If expiration dates are coded, the translation/interpretation code shall be provided to BVSD at the time of submitting the proposal.

C-4 Testing and Handling

C - 4.1 Foreign Object Detection: All products shall be free of foreign objects to include but not limited to plastics and metals. Detection of stainless steel, ferrous, and non-ferrous (e.g. lead, copper, and aluminum) metals is required.

C- 4.2 Microbial Testing: Vendor shall conduct microbial testing as required to meet or exceed USDA standards.

C-4.3 Volume/Weight Testing: Product quoted in this proposal must meet the volume or weight size specified. Product from the Vendor may be tested throughout the contract period by the State weights and measures representatives to verify that the product is labeled correctly and meets the size called for in this proposal. Should a discrepancy be found, the District will take the following remedies:

- Cash restitution or in-kind replacement, at the District's discretion, for the total lot which failed.
- Payment for the value of all meals that the District served which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs.
- A timeframe for providing restitution and payments to the District.
- Any repeated instances of products failing to contain required quantities, is a material breach of the contract covered by this proposal and may result in termination for cause.
- Any costs resulting from termination for cause must be borne by the Vendor whose product did not meet the size or label specifications.

C-5 Orders/Edits/Substitutions /Shorts/Backorders

C-5.1 Ordering Window: Orders for produce will be emailed to the Vendor via PDF file generated from the District's software program. The District will not utilize a Vendor-based on-line ordering system. Telephone orders may also be used occasionally. **Please supply the contact information for ordering purposes.**

Production kitchen orders will be consolidated and emailed on Thursdays for delivery the following Monday (if needed) and Thursday.

Satellite orders will be consolidated and emailed on Fridays for delivery two weeks from the following Monday. During the fall local fruit season, these orders will be utilized by the Vendor to communicate BVSD's local fruit needs with the aggregator/farmer so that the aggregator/farmer can ship orders by the end of the week prior to delivery to BVSD satellites the following Monday. For example:

Fri 9/4 – BVSD emails satellite orders dated 9/21 to Vendor for product to be delivered Mon 9/21.
Mon 9/7-9/14 – Vendor communicates consolidated fruit orders for 9/21 to Aggregator
Fri 9/18- Aggregator ships fruit orders for 9/21 to Vendor
Mon 9/21 – Vendor delivers orders to satellite sites

C-5.2 Order Edits: Regional kitchen order edits will be taken by the Vendor via email until Monday at 9 a.m. for Thursday deliveries. Satellite order edits will be taken by the Vendor via email until Thurs 9 a.m. for Monday deliveries of regular produce. Due to the complicated nature of a communication system involving a third (and possibly fourth) party, the District will not allow order edits by their satellite sites of west slope third-party aggregator orders.

C-5.3 Communication on Shorts: The Vendor must be capable of emailing or calling the District to alert of any product shorts prior to the day's delivery. Shorts to the Production Kitchens must be addressed immediately due to the critical nature of the regional kitchen food production schedule.

C-5.4 Substitutions: The Vendor shall not deliver any substitute item as a replacement for an awarded item without direct, explicit approval from the FS Department prior to such delivery. Substitutions for ordered product must be communicated to the District prior to delivery and approved by District.

C-5.5 Backorders: Backorders must be offered to be filled automatically within twenty-four (24) hours when full delivery is not made. The Vendor shall not invoice BVSD for backordered items until such backorders are delivered and accepted by BVSD's authorized representative.

C-5.6 Re-procurement: In the event that the contracted Vendor does not provide products in a timely manner as defined above, BVSD reserves the right to purchase products elsewhere to cover the orders that were not fulfilled.

C-6 Reporting and Documentation

C-6.1 Monthly statements reflecting site volume and details of purchased goods, credits and returns or damaged goods by school is expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Procurement Manager CONTACT@bvsd.org by the fifth day of the following month.

C-6.2 Velocity Reports The chosen Vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by site and consolidated reports by district are required. Reports shall be emailed to Procurement Manager CONTACT@bvsd.org by the fifth day of the following month. Reports must contain the following:

1. Item name
2. Item size
3. Pack size
4. Type of produce (Fruit or Veg)
5. Unique item code (e.g. must differentiate local gala apples from Washington gala apples)
6. Country of origin
7. State of origin
8. Quantity purchased
9. Item price
10. Average price

See Attachment 2: *Velocity Report Example* for an example of an annual velocity report.

C-6.3 Cost Plus Pricing Model – See B-1 Pricing and Variable Costs for details

The District will require Vendor’s proof of purchase price for the following items for dates Sept 1, 2015; January 1, 2016; and April 1, 2016.

ITEM	SPECIFICATION	
APPLES	Gala, Local CO	125 ct
APPLES	Gala, WA	125 ct
ORANGES	Navel	113 ct
ROMAINE	Chopped, bagged	6/2 lb
BANANAS	Green Tip	40 lb
CLEMENTINES	Seedless, Cuties/Halos	4/5 lb
CANTALOUPE	Rocky Ford CO	12 ct
PEACHES	Local CO	70 ct
SPRING MIX	Organic	3 lb
GRAPEFRUIT	Ruby Red, TX	64 ct
WATERMELON	Seedless, CO	4 ct
GRAPES	Lunch Bunch, CA	20 lb

C-6.4 HACCP Program: Vendor must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) **This shall be submitted as part of the Vendor’s proposal.** Any changes to the vendor’s HACCP plan shall be communicated to BVSD upon implementation of changes.

C-7 Miscellaneous/Other Requirements

C- 7.1 Recalls: Vendor shall take immediate action to correct any situation when product integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled product from BVSD immediately, and shall replace the product with new product at no cost to the District as soon as possible. If replacement is not available or possible, credits shall be issued for all recalled product.

Integrity is up to the discretion of the purchaser. A product recall may be enacted at any time within three (3) calendar months of receipt. **Vendor must have a traceability system in place in case of a foodborne illness outbreak or recall.**

SECTION D – VENDOR QUALIFICATIONS

D-1 Corporate capability - Corporate capability and experience will be evaluated based on performance record, years in the industry, relevant experience, number of School Food Authorities served, and client retention and satisfaction. **Please detail pertinent information in your proposal.**

D-1.1 Client References - **Please include TWO client references in your response**, including Name and contact information of reference. References should reflect a similar size (product variety and volume) and type of account as BVSD (institution, school food service).

D-1.2 Key Staff Resume/s - Performance and experience of vendor's onsite staff will also be taken into consideration; **please include resume/s of key onsite staff in your proposal response.**

SECTION E –TERMS AND CONDITIONS

E- 1 Period of Performance

It is our intent to award a contract to the vendor that can provide the best combination of pricing, quality and service, with an option to renew the contract for four (4) one-year periods. The District will consider an alternative contract term; however, we reserve the right to reject any or all proposals offered with an alternate term.

The prices or discounts quoted in this Contract shall prevail until June 30, 2016. Contract pricing for additional years will be reconsidered after that time.

E- 2 Option to Renew for Subsequent years (with Price Adjustment Allowed):

The renewal 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. Vendor will be evaluated at the end of the contract period on their ability to fulfill all requirements as stated in this RFP.

E-3 Limited Contract Extension to Maintain Service Levels: It is hereby agreed and understood that this contract may be extended for an additional sixty (60) day transitional period after the contract is scheduled for termination. During this transitional period, the Vendor agrees to continue the same level of service to the District at the same prices while the new contract, also in force, is being mobilized.

E-4 Federal Regulation Compliance Due to the Use of Federal Dollars: Because the items that will be acquired under this proposal will be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that the products provided will be grown, packed and processed by U.S. purveyors. These products must be packaged and inspected in accordance with applicable regulations (Pure Food, Drug and Cosmetic Act, Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspection Laws, Perishable Agricultural Commodities Act, The Antitrust Laws). Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (P1 94-163): Provisions of Occupancy Safety and Health Act and The Standards and Regulations issued there under; provisions of the Fair Labor Standards Act: Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375; Department of Labor Regulations (41 CFR Part 60); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 117389 and Environmental Protection Agency Regulation (40 CFR Part 15).

E-5 Cooperative Purchasing Efforts

The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1) These organizations include:

- i) Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- ii) Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.
- iii) Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

Any member of these organizations, at its discretion, may avail itself of the contracts or awards that result from this bid with reasonable allowances for service delivery areas or other material factors that can be documented as impacting the price structure. The District is not a legally bound to any contractual agreement made between a cooperative member and a successful Bidder(s).

ATTACHMENTS

- Attachment #1 – *BVSD 2014-15 Produce Purchases*
- Attachment #2 – *Velocity Report Example*
- Attachment #3 – *PTI Implementation Example (2 pg)*
- Attachment #4 – *Sample Partial Delivery Schedule- Two of Five Trucks*
- Attachment #5 - BVSD 2015-16 District Calendar
- Attachment #6 - USDA Disclosure of Lobbying Activities (2 pg)
- Attachment #7 - Suspension and Debarment Certification – USDA (2 pg)
- Attachment #8 - Sample BVSD Standard Contract – a contract will be completed and signed by all parties concerned following selection of proposal (16 pg)
- Attachment #9 – Scoring Rubric
- Attachment #10- (separate spreadsheet file) – Vendor Original Invoice Response Spreadsheet

Note to Vendor:

Please be sure to read this proposal carefully and respond to all queries and requirements listed in all sections of this proposal in order to assure that Food Services can compare your response equally with the other Vendors.

Proposal Submission should include:

1. Cover Letter
2. Proposed Case Markup Price
3. Vendor Qualifications, including but not limited to:
 - a. Vendor original invoices products in C-6.3 (for date periods: 9/1/14; 1/1/15; and 4/1/15)
 - b. Ability to deliver to all 51 sites on Mondays before lunch service
 - c. HACCP program
 - d. PTI/ Traceability system
 - e. Quality Assurance system
 - f. Example of weekly produce offerings, week of 7/6/15
 - f. Corporate capabilities
 - i. willingness to use sustainable packaging
 - ii. willingness to and history of prioritizing Colorado-grown purchasing
 - iii. willingness to and history of working with local aggregators/farmers
 - iv. ability to identify origin of product on invoices and in reports
 - v. ability to provide marketing information about local Colorado farms
 - f. Client references
 - g. Key staff information, including resumes and contact information for Orders and Accounting
4. Signed Vendor Proposal
5. Signed Disclosure of Lobbying Activities
6. Signed Suspension and Debarment Certification

Schedule for Vendor Selection:

Proposals are due to BVSD Purchasing Department by closing date **Mon July 13, 2015 at 10:00 am MST**.

Vendor selection will take place following closing of RFP.

Process for Selection

It is the intent of the District to select the most responsive, responsible Vendor whose proposal demonstrates that they can provide superior products, acceptable services & on time deliveries. The selection process will evaluate proposals using the following scoring criteria:

SCORING CRITERIA – See Attachment #9 – *Scoring Rubric*

- A. Proposed case markup price (25 points)
- B. Ability to deliver per proposed schedule (20 pts)

- C. Inclusion with RFP response of Vendor's original invoices for products listed in C-6.3 for date periods: 9/1/14; 1/1/15; and 4/1/15. Ability to provide Vendor's original invoices for products listed in C-6.3 for date periods: 9/1/15; 1/1/16; and 4/1/16. (10 pts)
- D. Quality assurance system information (5 pts)
- E. PTI/Traceability system information (5 pts)
- F. HACCP program information (5 pts)
- G. Ability to identify origin of product on invoices and reports (5 pts)
- H. Inclusion with RFP response example Weekly Produce Offering for week of 7/6/15 (5 pts)
- I. Willingness to work with local aggregator to provide local west slope fruit Aug through Dec (5 pts)
- J. Willingness to utilize Reusable Plastic Containers for local west slope apples (5 pts)
- K. Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references. This includes a demonstrated history of prioritizing Colorado-grown purchases and a plan for optimizing local and regional purchasing for BVSD (5 pts)
- L. Administrative Requirements (including ability to provide monthly Excel velocity reports) – Did respondent include all required information in accordance with proposal requirements? (3 pts)
- M. ID processing facility for cut/bagged produce (2 pts)

Questions may be directed to CONTACT via email; CONTACT@bvsd.org

We look forward to your response!

CONTACT
Boulder Valley School District
6500 East Arapahoe Rd
Boulder, CO 80301

**ATTACHMENT #1
BVSD 2014-15 PRODUCE PURCHASES**

BY SALES

	ITEM	PACK	# CS
1	APPLES, gala, CO/WA	125 ct	4797
2	ORANGES, navel	113 ct	2368
3	ROMAINE, chopped	6/2 lb	2773
4	BANANAS, green tip	40 lb	1446
5	CLEMENTINES, Cuties/Halos	4/5 lb	930
6	CANTALOUPE, CO	12 ct	934
7	PEACHES, CO	70 ct	657
8	KIWI, CA	108 ct	565
9	SPRING MIX, organic	3 lb	1743
10	STRAWBERRIES, CA	8/1 lb	921
11	GRAPEFRUIT, ruby red, TX	64 ct	701
12	WATERMELON, seedless, CO	4 ct	568
13	CARROTS, topped	25 lb	768
14	POTATOES, russet, 90 ct	50 lb	732
15	GRAPES, lunch bunch, CA	20 lb	300

BY VOLUME

	ITEM	PACK	# CS
1	APPLES, gala, CO/WA	125 ct	4797
2	ROMAINE, chopped	6/2 lb	2773
3	ORANGES, navel	113 ct	2368
4	SPRING MIX, organic	3 lb	1743
5	BANANAS, green tip	40 lb	1446
6	CANTALOUPE, Colorado	12 ct	934
7	CLEMENTINES, Cuties/Halos	4/5 lb	930
8	STRAWBERRIES, CA	8/1 lb	921
9	CARROTS, topped	25 lb	768
10	POTATOES, russet, 90 ct	50 lb	732
11	GRAPEFRUIT, ruby red, TX	64 ct	701
12	PEACHES, CO	70 ct	657
13	WATERMELON, seedless, CO	4 ct	568
14	KIWI, CA	108 ct	565
15	POTATOES, Yukon B	50 lb	518

ATTACHMENT #2 - VELOCITY REPORT EXAMPLE

ITEM #	SIZE	ITEM DESCRIPTION	TYPE	ORG	SHIP	TOTAL SALE	AVG PRICE
100199	125	APPLES, GALA 125	F	WA	741	\$ 26,422.56	\$ 35.65
100195	140	APPLES, GALA 140	F	CO	77	\$ 2,795.82	\$ 36.30
132008	40#	BANANAS, GREEN TIP 40#	F	CR	54	\$ 1,243.62	\$ 23.03
130136	8/1#	BERRIES, STRAWBERRIES CONSUMER 8/1#	F	CA	48	\$ 1,069.67	\$ 22.28
280022	22#	BROCCOLI, CROWNS ICELESS 22#	V	Local	2	\$ 51.94	\$ 25.97
595520	25#	CARROTS, 25#	V	CA	2000	\$ 30,000.00	\$ 15.00
245040	40#	CELERY, 40#	V	CA	1500	\$ 37,500.00	\$ 25.00
761042	6CT	HERBS, CILANTRO 6 CT	C	Local	80	\$ 400.00	\$ 5.00
761046	6CT	HERBS, PARSLEY ITALIAN 6 CT	C	Local	4	\$ 20.79	\$ 5.19
761236	5#	LEMONS, 5#	C	CA	1	\$ 5.35	\$ 5.35
565060	6/2#	LETTUCE, ROMAINE SALAD CHOPPED 6/2#	V	Local	4000	\$ 72,000.00	\$ 18.00
761168	2CT	MELONS, CANTALOUPE 2 CT	F	CO	200	\$ 3,000.00	\$ 15.00
185960	3CT	MELONS, S/LESS WATERMELON 3 CT	F	Local	300	\$ 6,000.00	\$ 20.00
761008	5#	ONIONS, RED 5#	V	CA	1	\$ 4.84	\$ 4.84
761018	5#	ONIONS, YELLOW 5#	V	CO	1	\$ 3.30	\$ 3.30
200230	113CT	ORANGES, 113 FANCY	F	FL	4000	\$ 120,000.00	\$ 30.00
761010	5#	PEPPERS, GREEN BELL 5#	V	CO	1	\$ 6.23	\$ 6.23
415046	4CT	PUMPKINS, MEDIUM 4 CT	V	CO	1	\$ 22.76	\$ 22.76
565020	4/5#	SALAD MIX, TOSSED 4/5#	V	Local	59	\$ 906.07	\$ 15.35
803495	2.5#	SPINACH, FRESH PACK 2.5#	V	Local	14	\$ 74.68	\$ 5.33
425160	12 BSKT	TOMATOES, CHERRY 12	V	Local	126	\$ 2,592.98	\$ 20.57
761146	5#	TOMATOES, FP PACKED 5X6 5#	V	Local	1	\$ 8.06	\$ 8.06
		TOTAL			13304	\$ 305,569.67	

ATTACHMENT #3 –PTI IMPLEMENTATION CHECKLIST



PTI Implementation Checklist for Growers/Packers/Shippers

This checklist is designed for growers, packers and shippers of product in the produce supply chain to help facilitate the implementation of traceability guidelines and best practices established by the Produce Traceability Initiative (PTI).

PTI has established the following 7 Milestones toward case-level traceability:

- M1 Obtain Company Prefix**
- M2 Assign GTIN Numbers** - Brand owners will assign a 14-digit Global Trade Item Number (GTIN) to every case configuration.
- M3 Provide GTIN Information to Buyers** - Brand owners will provide their GTINs (and corresponding data) to their buyers.
- M4 Show Human-Readable Information on Cases** - Packers are responsible for providing human-readable information on each case.
- M5 Encode Information on a Barcode** - Packers are responsible for encoding the GTIN and batch/lot number in a GS1-128 barcode.
- M6 Read and Store Information on Inbound Cases** - Each subsequent handler of the case will have the systems and capability to read and store the GTIN and lot number from each case of produce received.
- M7 Read and Store Information on Outbound Cases** - Each subsequent handler of the case will have the system and capability to read and store GTIN and lot number from each case of produce shipped.

Use the below checklist as a guide to implementing the PTI

- Form a cross functional PTI project team within your company
[Traceability Frequently Asked Questions](#)
- Choose a technology partner, if required, to implement case and pallet labeling of product packed by your company
[Guidance on Choosing a Technology Provider \(February 2012\)](#)
- Acquire a GS1 Company Prefix (Milestone 1)
[Obtain Company Prefix](#)
- Assign case Global Trade Item Numbers (GTINs) to all of your fresh produce products for your company brand(s) (Milestone 2) *Note: A GTIN is a globally unique product identification number within the GS1 System of Standards.*
[Assign GTIN Numbers](#)
[Best Practices for Preparing to Assign GTINs \(January 2012\)](#)
[GTIN Check Digit Calculator](#)



- Request and record GTINs for all fresh produce products shipped by your company that are not your brand(s)
[Data Synchronization Worksheet Example \(February 2012\)](#)
[Data Synchronization Template \(February 2012\)](#)
- Share your GTINs with all of your trading partners *(Milestone 3)*
[Data Synchronization: Grade Codes \(February 2012\)](#)
[Data Synchronization: Commodity and Variant Codes \(February 2012\)](#)
[Data Synchronization: Growing Method Codes \(February 2012\)](#)
[Data Synchronization: Units of Measure Codes \(February 2012\)](#)
[Data Synchronization: Package Type Codes \(February 2012\)](#)
[Data Synchronization: Country of Origin Codes \(February 2012\)](#)
[Data Synchronization: Worksheet Example \(February 2012\)](#)
[Data Synchronization Template \(February 2012\)](#)
- Request GS1 barcodes on all fresh produce cases received from shippers *(Milestones 4 and 5)*
[Show Human-Readable Information on Cases](#)
[Encode Information in a Barcode](#)
[Best Practices for Formatting Case Labels \(January 2012\)](#)
- Evaluate the best approach for your company to implement case and pallet labeling *(Milestones 4 and 5)*
[Encode Information in a Barcode](#)
[Best Practices for Formatting Case Labels \(January 2012\)](#)
[Best Practices for Labelling Hybrid Pallets \(November 2011\)](#)
[Best Practices for Direct Print \(February 2012\)](#)
[Best Practices for Repacking/Commingling \(March 2012\)](#)
[Best Practices for Product Substitutions \(January 2012\)](#)
[Voice Pick Code Calculator](#)
- Begin labeling all cases and pallets *(Milestone 5)*
- Engage in a pilot with a trading partner to validate your PTI implementation
[PTI Pilot Project Sign-up Sheet \(November 2010\)](#)
- Communicate your PTI compliance with all of your trading partners
- Capture GTIN and Batch/Lot Number information on all inbound shipments
(Milestone 6: This milestone will be implemented by your buyers.)
- Capture GTIN and Batch/Lot Number information on outbound shipments to your customers
(Milestone 7)
[Read and Store Information on Inbound Cases](#)

ATTACHMENT #4 - SAMPLE PARTIAL DELIVERY SCHEDULES - TWO OF FIVE TRUCKS

CCASTANON / PD096 Denver Trip Ticket Page: 1
 01437019 10/15/13 ROUTE: 34 10/15/13 6:18a

TRIP: 00039960 DATE: 10/15/13 ROUTE: 34

Driver's Name: CARLOS O. Departure Date: 10/15/13 Destination: BVNORTH
 Scheduled Depart Time: 6:18a Fuel Ticket # _____ * Set Reefer temp to _____ F *
 Actual Depart Time: 6:40 AM/PM
 Actual Return Time: 1:11 AM/PM Dispatchers OK: _____ Actual/Trip Hours: _____

Tractor No.: 26 Trailer No.: _____ Reefer: _____

Readings: Odometer / Hubodometer Hubodometer Hour Meter Temp
 End Trip _____
 Start Trip _____
 Difference _____

NOTICE: You must call the dispatcher if: 1) You break down, 2) You are delayed for more than 1/2 hour, 3) You are at last stop

ST	Destination	Ticket No.	Pkgs.	Sch. Del.	Time In	Time Out	Driver's Notes	Pallet Out	Pallet In
1)	EISENHOWER ELEMENTARY #132	01016393	5		7:25	7:34			
2)	HP/BCSIS ELEMENTARY #192	01016412	6		7:33	7:53			
3)	NEW VISTA HIGH SCHOOL	01016448	3		8:03	8:11			
4)	UNIVERSITY HILL ELEM #190	01016411	17		8:18	8:54			
5)	PLATIRONS ELEMENTARY #136	01016395	6		8:01	8:19			
6)	BOULDER HIGH SCHOOL #310	01016444	8		8:28	8:46			
7)	WHITTIER ELEMENTARY #196	01016414	12		9:54	10:13			
8)	CASEY JR HIGH #240	01016438	13		10:19	10:51			
9)	SHJ CATHOLIC SCHOOL	01016461	7		10:40	10:50			
10)	MAPLETON PK	01016460	2		10:54	10:59			
11)	FOOTHILL ELEMENTARY #138	01016397	10		11:06	11:24			
12)	CENTENNIAL MIDDLE SCHOOL #258	01016439	14		11:34	11:52			

CCASTANON / PD096 Denver Trip Ticket Page: 1
 01436960 10/15/13 ROUTE: 33 10/15/13 5:27a

TRIP: 00039957 DATE: 10/15/13 ROUTE: 33

Driver's Name: STEVEN Departure Date: 10/15/13 Destination: BVSOUTH
 Scheduled Depart Time: 5:27a Fuel Ticket # _____ * Set Reefer temp to _____ F *
 Actual Depart Time: 5:50 AM/PM
 Actual Return Time: _____ AM/PM Dispatchers OK: _____ Actual/Trip Hours: _____

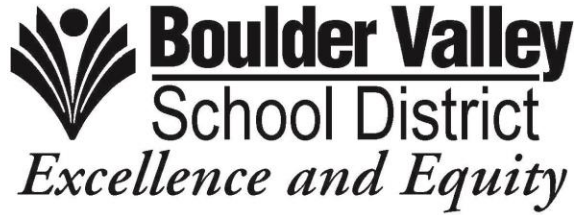
Tractor No.: 25 Trailer No.: _____ Reefer: _____

Readings: Odometer / Hubodometer Hubodometer Hour Meter Temp
 End Trip _____
 Start Trip _____
 Difference _____

NOTICE: You must call the dispatcher if: 1) You break down, 2) You are delayed for more than 1/2 hour, 3) You are at last stop

ST	Destination	Ticket No.	Pkgs.	Sch. Del.	Time In	Time Out	Driver's Notes	Pallet Out	Pallet In
1)	HEATHERWOOD ELEMENTARY #144	01016398	7		6:38AM	6:42AM	OK		
2)	ARAPAHOE RIDGE HIGH SCH #440	01016450	8		6:52AM	7:02AM	OK		
3)	DOUGLASS ELEMENTARY SCHOOL#130	01016387	11		7:07AM	7:11AM	OK		
4)	COAL CREEK ELEMENTARY #158	01016404	7		7:27AM	7:37AM	OK		
5)	LOUISVILLE MIDDLE SCHOOL #254	01016441	5		7:44AM	7:52AM	OK		
6)	LOUISVILLE ELEMENTARY SCH #157	01016403	9		7:59AM	8:06AM	OK		
7)	FIRESIDE ELEMENTARY #156	01016402	6		8:11AM	8:16AM	OK		
8)	MONARCH HIGH SCHOOL #360	01016449	8		8:25AM	8:31AM	OK		
9)	MONARCH K-8 #502	01016451	17		8:33AM	8:53AM	OK		
10)	SUPERIOR ELEMENTARY #185	01016410	6		8:58AM	9:04AM	OK		
11)	ELDORADO K8 #506	01016454	10		9:10AM	9:19AM	OK		

ATTACHMENT #5 - BVSD DISTRICT CALENDAR



2015-2016

Parent-Teacher Calendar

July	4	Independence Day
August	12-19	District professional development days
	20	First day of school for 1-5, 6th and 9th grade
	20-21	*Kindergarten Assessment Days
	21	First day for 7, 8, 10-12
	24 & 25	*Staggered start for Kindergarten
<i>*Schools will inform parents of their schedules including any assessment days.</i>		
September	7	Labor Day - no school
	21	*Elementary Assessment Day and Professional Development: K-5 students attend by assessment schedule <i>*Middle, K-8 and high schools on normal schedule</i>
October	12	District professional development day
November	11	Veterans Day - no school
	23-24	Fall conference exchange days/no classes
	25-27	Thanksgiving break - no school
	Dec. 21-Jan. 1	Winter break
January	4	Teacher prep day or prof. dev. - no school
	18	Martin Luther King, Jr. Day - no school
February	12	Teacher prep day or prof. dev. - no school
	15	President's Day - no school
March	21-25	Spring break
April	15, 18	Spring conference exchange days/no classes
May	21	Graduation for most high schools
	26	Last day for students (full day)
	27	Last day for teachers
	27	District professional development day
	30	Memorial Day

- D** District professional development for staff
- No classes for students
- T** Trimester end
- ☒** District offices closed
- G** Graduation
- S** Semester end
- ⋯** Assessment day
- Q** Quarter end

Severe Weather Closures

Under all but the most extreme conditions, school officials have a responsibility to keep school in session. **When the weather is bad, but school is open, parents must make a family decision regarding attendance or late arrival for their children.** A call or a written note will excuse a student's late arrival or absence during these conditions.

When weather is severe enough to close schools, **it is extremely important that working parents have pre-arranged child care available to them.** School closures are announced on BVSD's website at www.bvsd.org and the following television or radio stations:

Notification is given prior to 6:30 a.m.

- | | | | | | |
|-------------------|-------------------|--------------|---------------|--------------|-------------|
| TELEVISION | KWGN Channel 2 | RADIO | KGNU 88.5 FM | KBCO 97.3 FM | KHOW 630 AM |
| KCNC Channel 4 | KUSA Channel 9 | KTCL 93.3 FM | KRFX 103.5 FM | KKZN 760 AM | |
| KMGH Channel 7 | FOX 31 Channel 13 | KPTT 95.7 FM | KBPI 106.7 FM | KOA 850 AM | |

Printed on 30 percent post-consumer recycled paper

2015

JULY

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	D	D	D	15
16	D	D	D	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	S
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2016

JANUARY

S	M	T	W	T	F	S
						2
3	D	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
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20	21	22	23	24	25	26
27	28	29				

MARCH

S	M	T	W	T	F	S
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19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
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24	25	26	27	28	29	30

MAY

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	G
22	23	24	25	S	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

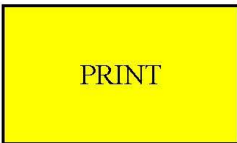
ATTACHMENT #6 – DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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 (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT #7:
SUSPENSION AND DEBARMENT CERTIFICATION
U. S. DEPARTMENT OF AGRICULTURE**

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 COMPLETING 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.

FSMC Name

Name and Title of Authorized Representative

FSMC Signature

Date

Instructions for Suspension and Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT #8 - DRAFT CONTRACT



THIS CONTRACT, made this ____ day of _____ 2015, by and between **Boulder Valley School District RE-2**, 6500 Arapahoe, Boulder, Colorado, 80303, hereinafter referred to as the "District", and _____, a _____ (corporation/partnership, etc. e.g. "a Colorado corporation") (address), FEIN Number _____, hereinafter referred to as the "Contractor".

Recitals

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract; and

The District is authorized by Section 22-32-122, C.R.S. to contract for "...among other things, the purchase (outright or by installment sale) or renting or leasing, with or without an option to purchase, of necessary building facilities, equipment, supplies, and employee services.";

The District requires [_____].

The Contractor was selected in accordance with the District's issuance of RFP 15-[# & Title] dated [Date], a copy of which is hereby attached as Exhibit A and incorporated herein by reference. A copy of the Contractor's proposal is attached as Exhibit B and incorporated herein by reference; and

NOW, THEREFORE, it is hereby agreed that in consideration of the mutual covenants and agreements set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. PRIORITY OF INTERPRETATION

The provisions of this contract shall be governing over the relationship of the District and the Contractor. Should conflict in any provisions of this contract and any exhibits be identified, the priority of interpretation of the contract shall be: first, the terms and provisions of this contract; second, the (type of procurement and #) (Exhibit A), and third, the Contractor's proposal (Exhibit B).

2. SCOPE OF WORK

The Contractor shall provide the services to the District as more fully described on Exhibit C attached hereto.

3. CONTRACT PERIOD

The time period to be covered by this contract shall begin on _____, or the date the parties execute this contract, whichever is later, and shall end _____.

The District, in its sole discretion, may require continued performance for four (4) additional periods of twelve (12) months for any services at the rates and terms specified in the contract. The District may exercise the option by written notice of its intent to renew to the Contractor within 60 days prior to the end of the current contract term. Notice of intent does not commit the District to a renewal. The renewal shall be in a form substantially equivalent to Attachment A of this contract (option letter). The option letter shall not be valid until signed by the District.

The Contractor understands and agrees that the District shall not be liable for payment of work or services nor for costs or expenses incurred by the Contractor prior to the proper execution and District approval of this contract.

4. PRICE/COST

The District shall pay the Contractor _____ for _____.

The above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

Prices shall remain fixed through _____.

The Contractor may seek a price increase, not to exceed ___% of the then current price, in any succeeding period, by submitting detailed written justification to the District, pursuant to the "Notices" section of this contract. Only one such increase will be allowed in any twelve month period of the contract. Any request for increase must be submitted no less than _____ (__) days prior to the proposed effective date of the increase and must be accompanied by the above described justification. If an increase is requested and justification is not deemed acceptable by the District, an increase of less than ___% may be negotiated by the Contractor and the District. In the event the negotiations do not result in any agreement between both parties, the contract may be canceled and may be re-bid with no penalty to the District.

5. *COMPENSATION*

The maximum amount available for the purchase of goods and services under this contract for fiscal year 20__-20__, which ends on June 30, 20__, is \$_____.

The maximum amount available for the purchase of goods and services under this contract for fiscal year 20__-200__, which ends on June 30, 20__, is \$_____.

The maximum amount available for the purchase of goods and services under this contract for fiscal year 20__-20__, which ends on June 30, 20__, is \$_____.

Should this contract be renewed pursuant to Section 3, "Contract Period", the maximum amount available for services shall be defined in Attachment A, the option letter.

Should a price increase be requested and granted pursuant to Section 4, "Price/Cost", the maximum amount payable will be adjusted accordingly.

6. *PAYMENT*

Unless otherwise provided, and where appropriate, the District shall establish billing procedures and pay the Contractor the contract price or rate for services performed and accepted and/or goods delivered and accepted pursuant to the terms of this contract, based upon the submission of statements on forms and in a manner prescribed by the District. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services and/or goods.

The liability of the District, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this contract or other contracts between the District and the Contractor, or by the District as a debt due to the District.

Invoices shall be sent to Boulder Valley School District, 6500 Arapahoe, PO Box 9011, Boulder, Colorado, 80301, Attention: Accounts Payable

Payment shall be mailed to _____, Attention: _____.

Colorado law and regulations provide that vendors will be paid within forty-five (45) days after acceptance of goods and/or services and a correct notice of amount due, unless otherwise agreed to by

contract. A District liability not paid within forty-five days is considered delinquent and, unless otherwise agreed to, interest on the unpaid balance shall be paid beginning with the forty-sixth (46) day at a rate of one percent per month on the unpaid balance until paid in full. A liability shall not arise if a good faith dispute exists as to the District's obligation to pay all or a portion of the liability. The Contractor shall invoice the District separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate.

7. PRIME CONTRACTOR AND SUBCONTRACTORS

The Contractor will assume ALL responsibility for the delivery, installation, and quality of the goods and/or services provided by this contract, regardless of whether or not the Contractor uses subcontractors. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this contract. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this contract.

8. LEGAL AUTHORITY

The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

9. CONFIDENTIALITY

The Contractor acknowledges that it may come into contact with confidential information contained in the records of the District. The Contractor shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected, and no confidential information shall be distributed or sold to any third party nor used by the Contractor or the Contractor's assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by the Contractor. Disclosure of such information may be cause for legal action against the Contractor. Defense of any such action shall be the sole responsibility of the Contractor.

10. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE (DISTRICT OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the District and ALL such materials shall be delivered to the District by the

Contractor upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this contract without the prior written consent of the District. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, license, sell, display, transfer, prepare derivative works, or otherwise use the works.

11. WARRANTY

The Contractor shall warranty all Contractor developed deliverables, goods and services for a period of _____ (__) months following the District's final written acceptance of _____, at no additional cost to the District. This period will be referred to as the "warranty period." Support shall include but not be limited to: system performance assessment, problem determination and requisite software modification, testing, resolution, implementation, and documentation.

12. INSPECTION AND ACCEPTANCE

The District reserves the right to inspect services provided under this contract at all reasonable times and places during the term of the contract, including any extensions. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to contract requirements, the District may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the District may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the District in the termination provisions of this contract, or remedies otherwise available at law.

13. REMEDIES

In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the District may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the District without the Contractor's entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

- C. Request the removal from work on the contract of employees or agents of the Contractor whom the District justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the District deems to be contrary to the public interest or not in the best interest of the District; and/or
- D. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the District. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the District.
- E. Terminate the contract for default.

The above remedies are cumulative and the District, in its sole discretion, may exercise any or all of them individually or simultaneously.

14. TERMINATION FOR CONVENIENCE

Termination

The District may, when the interests of the District so require, terminate this contract in whole or in part, for the convenience of the District. The District shall give at least ten (10) days advance written notice of the termination to the Contractor specifying the part(s) of the contract terminated and the effective date of termination. Exercise by the District of the Termination of Convenience Clause in no way implies that the District has breached the contract.

Contractor's Obligations

The Contractor shall incur no further obligations in connection with the terminated work and on the date specified in the notice of termination the Contractor shall stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The District may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the District. The Contractor must still complete and deliver to the District the work not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

Compensation

- A. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data bearing on such claim. If the Contractor fails to file a termination claim within 90 days from the effective date of termination, the

District may pay the Contractor, if at all, an amount set in accordance with subparagraph C of this Section.

- B. The District and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by the District, the proceeds of any sales of supplies and manufactured materials made under agreement of the parties, and the contract price of the work not terminated.
- C. Absent complete agreement, under subparagraph B of this Section, the District shall pay the Contractor the following amounts, provided the payments agreed to under subparagraph B shall not duplicate payments under this subparagraph:
 - 1. Contract prices for supplies or services accepted under the contract;
 - 2. Reasonable costs incurred in preparing to perform the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid to or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
 - 3. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to the Contractor's obligations paragraph of this clause. These costs shall not include costs paid in accordance with subparagraph B of this Section.
 - 4. The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the terminated portion of this contract.
 - 5. The total sum to be paid the Contractor under this subparagraph C shall not exceed the total contract price plus settlement costs, reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph B, and the contract price of work not terminated.

15. TERMINATION FOR DEFAULT/CAUSE

The District

If the District fails to pay the amount due to the Contractor pursuant to this contract within sixty (60) days from the date of the invoice, the Contractor may, by written notice to the District, indicate that the District is in default and the Contractor's intent to terminate the contract. The District shall have ten (10) days' opportunity, or such time as mutually agreed, to cure the default or show reasonable cause why termination is otherwise not appropriate.

Non-payment by the District pursuant to the "Remedies" section of this contract shall not be cause for the Contractor to terminate this contract for default.

The Contractor

If the Contractor refuses or fails to perform any of the provisions of this contract, with such diligence as will ensure its completion within the time specified in this contract, the District may notify the Contractor in writing of the non-performance, and if not promptly corrected within the time specified, the District may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination, all finished or unfinished documents, data, studies, surveys, reports or other materials prepared by the Contractor pursuant to this contract shall, at the option of the District, become the District's property and, if in the possession of the Contractor, shall immediately be returned to the District. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred by the District in procuring similar goods or services elsewhere.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for any damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payment to the Contractor for the purpose of mitigating the District's damages until such time as the exact amount of damages due to the District from the Contractor is determined.

Notwithstanding termination of the contract and subject to any directions from the District, the Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Contractor in which the District has an interest.

Compensation

Payment for completed supplies delivered and accepted by the District shall be at the contract price. The District may withhold amounts due to the Contractor as the District deems to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders and to reimburse the District for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance

The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises as a result of "force majeure," as set forth in the "Force Majeure" section of this contract. Upon request of the Contractor, the District shall ascertain the facts and extent of such failure, and, if the District determines that any failure to perform was a result of force majeure, and that, but for the force majeure, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the District.

Erroneous Termination for Default

If after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

16. INSURANCE

- A. **LIABILITY INSURANCE REQUIREMENTS:** The Contractor shall procure and maintain, at his/her own expense, until the contract performance is accepted by the District, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the District for adequacy of protection and shall name the District as an additional insured, and shall include a provision preventing cancellation without ten days prior notice to the District in writing. The liability insurance required is as follows:
- B. Contractor's General Public Liability and Property Damage insurance issued to the Contractor and protecting him/her from all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by a subcontractor under him/her or anyone directly or indirectly employed by the Contractor or by any subcontractor. The District shall be named as an additional insured for the duration of the contract, including any extensions.
- C. All such insurance shall be written with a limit of liability of not less than \$1,000,000 per occurrence for all damages arising out of injury to or destruction of property during the policy period. All such insurance shall be written on a comprehensive policy form. Certificates evidencing the issuance of such insurance, addressed to the District, shall be filed with the District within five (5) calendar days after the Contractor signs the contract. The District shall be named as an additional insured for the duration of the contract, including any extensions.
- D. General Public Liability and Property Damage insurance issued to "Boulder Valley School District RE2 in Boulder and Gilpin Counties and State of Colorado, its directors and members of its Board of Education, its officers, its agents, and its employees acting in the scope and course of their employment", and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractor's Contract, whether such operations be by the Contractor or by a subcontractor under him/her or by anyone directly or indirectly employed by the Contractor or by a subcontractor under him/her. All such insurance shall have the minimum limits of liability specified in the preceding paragraph. All such insurance policies shall be delivered to the District within five (5) calendar days after the Contractor signs the contract.

- E. Contractor's Automobile Liability and Property Damage insurance issued to the Contractor protecting the Contractor and the District from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractor's Contract, whether such operations be by the Contractor or by a subcontractor under him/her or by anyone directly or indirectly employed by the Contractor or a subcontractor under him/her. All such insurance shall be written with a limit of liability of not less than \$400,000. All such insurance policies shall be delivered to the District within five (5) calendar days after the Contractor signs the contract. The District shall be named as an additional insured for the duration of the contract, including any extensions.

- F. INSURANCE - WORKERS' COMPENSATION: The Contractor shall maintain at his/her own expense, until completion of this contract and acceptance thereof by the District, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Contractor 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 such Contractor is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. All such certificates shall be furnished within five (5) calendar days after the Contractor signs the contract. The District shall be named as an additional insured for the duration of the contract period, including any extensions.

17. NOTICES

Any notice required or permitted by this contract shall be delivered in person or sent by first class mail, postage prepaid, to the party at the address as hereinafter provided. The named individuals or officials shall be the designated representatives of the respective parties. Either party may, from time to time, designate in writing a new or substitute representative or address.

For the Contractor:

 () ____-____
 Fax: _____
 Email: _____

For the District:

Boulder Valley School District
 Procurement Department
 6500 Arapahoe Road
 Boulder, CO 80303
 Attn: CONTACT
 (720) 561-XXXX
 Fax: 720-561-5039
 Email: CONTACT@bvsd.org

For notices sent to the District, an additional copy shall be sent first class mail, postage prepaid to:

Boulder Valley School District
Legal Department
6500 Arapahoe
PO Box 9011
Boulder, CO 80301

18. ASSIGNMENT AND SUCCESSORS

The Contractor agrees not to assign rights or delegate duties under this contract without the express, written consent of the District, which consent shall not be unreasonably withheld. Such consent may include, at the District's sole discretion: 1) the execution by the District, the Contractor and the Assignee of a Novation Agreement in a form prescribed by the District, which Novation Agreement will become effective upon District approval, or 2) verification by the District of the assignation. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment, provided that written notice of assignment adequate to identify the rights assigned is received, verified and approved by the District.

19. FORCE MAJEURE

Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

20. PRESS CONTACTS/NEWS RELEASES

The Contractor shall not initiate any press and/or media contact nor respond to press/media requests regarding this contract and/or any related matters concerning the District without the prior written approval of the District.

21. THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever

by any other third person. It is the express intention of the District and the Contractor that any such person or entity, other than the District or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

22. GOVERNMENTAL IMMUNITY/LIMITATION OF LIABILITY

Notwithstanding anything herein to the contrary, no term or condition shall be deemed a waiver, express or implied, of any provision of the "Colorado Governmental Immunity Act", 24-10-101, et seq., C.R.S., as now or hereafter amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, et seq., C.R.S., as now or hereafter amended ("Risk Management Act"). The parties understand and agree that the liability of the District for claims or injuries to persons or property arising out of negligence of the District, its departments, divisions, schools, board, officials and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Act. Any provision of this contract, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the District to the above cited laws.

23. SEVERABILITY

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

24. WAIVER

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

25. INTEGRATION OF UNDERSTANDING

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the parties.

26. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and/or attachments hereto which may require continued

performance, compliance, or effect beyond the termination or expiration date of the contract shall survive such termination or expiration date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

27. MODIFICATION AND AMENDMENT

This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

28. COOPERATION OF THE PARTIES

The Contractor and the District agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this contract. In connection herewith, the parties shall meet to resolve problems associated with this contract. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

29. TAX EXEMPT STATUS

It is hereby recognized and acknowledged by the Contractor that the District is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority, per Section 39-26-704, C.R.S. The District's Federal Identification Number (FEIN) is 84-6014683. The District's tax exemption number is 98-023823. The District is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the District.

30. VENUE & CHOICE OF LAW

This contract is made in the State of Colorado. The Contractor agrees that exclusive venue for any action between the parties for claims concerning this contract shall be in Boulder County, Colorado. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the

operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

31. SECTION HEADINGS

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the contract.

32. INDEMNIFICATION

The Contractor shall indemnify, save, and hold harmless the District, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

33. INDEPENDENT CONTRACTOR

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the District. The Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the District pursuant to this contract. The Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the District does not pay for or otherwise provide such coverage. The Contractor shall have no authorization, express or implied, to bind the District to any agreements, liability, or understanding except as expressly set forth herein. The Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the District) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

34. FUND AVAILABILITY.

Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted or otherwise made available, the contract shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to limit any other right of termination available to the District.

Pursuant to Section 22-44-115, C.R.S., any obligation of a contract which requires expenditures contrary to subsection (1) of Section 22-44-115, C.R.S., shall be null and void, and no school district monies shall be paid thereon.

35. *NON-DISCRIMINATION*

The Contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

36. *CERTIFICATION*

The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; 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 contract.

The Contractor represents, warrants, and agrees that:

(1) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the federal E-Verify or the Colorado Department of Labor and Employment Program;

(2) it is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

(3) if it obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

(a) Notify the subcontractor and the School District within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(4) it is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 18-17.5-102(5).

37. PREMISES ACCESS CERTIFICATION

The Contractor shall not knowingly employ on Boulder Valley School District premises any persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

By _____
Legal Name of Contracting Entity

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

DATE: _____

CORPORATIONS:

(A corporate attestation is required.)

Attest (Seal)

By: _____
(Corporate Secretary or Equivalent, or
Town/City/County Clerk)

(Place corporate seal here, if available.)

**BOULDER VALLEY SCHOOL DISTRICT RE-2
BOARD PRESIDENT
LAURIE ALBRIGHT**

**BOULDER VALLEY SCHOOL DISTRICT RE-2
BOARD SECRETARY
SANDRA EICHER**

**LEGAL REVIEW:
MELISSA BARBER**