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Boulder, Colorado 80301

Food Services Department
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www.bvbsd.org

REQUEST FOR PROPOSAL

DATE:	XX/XX/XX
DESCRIPTION:	RFP Raw Bone-In Chicken 2015-16 – BVSD Food Services
CLOSING DATE:	XX/XX/XX at 2:00 PM
CONTACT:	CONTACT INFO

**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 Deb Trevor 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:

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 per day.

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.”

To this end, the FS department is pursuing a partnership with a local supplier/s for raw, natural bone-in chicken from a supplier with a production facility and criteria that meets or exceeds (e.g. “Never Ever”) the Certified Responsible Antibiotic Use Standard (CRAU) for the 2015-16 school year lunch menu.

Chicken deliveries shall be made to the three regional production kitchens and/or the central warehouse. Chicken delivery sites are contingent upon vendor capabilities for delivering IQF vs fresh product, in reusable containers vs cardboard, and will be determined following the proposal selection process.

One of the District’s primary goals is to reduce packaging waste in adherence to the District’s Sustainability goals, so the use of reusable bins is preferable to cardboard.

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 natural, CRAU-verified (equivalent or exceeds standard), bone-in chicken in conjunction with the needs for Boulder Valley School District (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 raw bone-in chicken to separate vendors, based on the outcome of the proposal process. See attached Attachment # 7: *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 Format:

BVSD requests fixed pricing for natural, CRAU-standard, raw bone-in chicken thighs and drumsticks. Pricing must be submitted on a per pound basis (fixed price) in the attached spreadsheet CHIX PRICE SHEET. Attachment #1 *Chicken Scenario Table* shows a variety of possible pack, pricing, and item possibilities; however, **please use the CHIX PRICE SHEET Excel spreadsheet for your response.**

B-1.1 Pricing:

The prices proposed by Vendor shall remain in effect through June 30, 2016. All prices shall be F.O.B point of destination for the Boulder Valley School District Warehouse (6500 East Arapahoe Road, Boulder, CO 80303) and/or three regional kitchens (R1 Casey, 2410 13th Street, Boulder, CO 80304; R3 Centaurus, 10300 South Boulder Rd, Lafayette, CO 80026; R5 Monarch, 329 Campus Drive, Louisville, CO 80027).

Biweekly deliveries are required at a minimum; the specific day/s of the week may be negotiated and will be contingent upon the needs of the district.

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 **2:00 PM, Monday June 29, 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 Food Specifications:

C- 1.1 “CRAU Standard” Raw Bone-In Chicken: All chicken products must meet or exceed the USDA-certified standard of “CRAU” practices (see Attachment 3: *Responsible Antibiotic Use in Poultry Production*) for the purchase of raw bone-in chicken thighs and drumsticks for the 2015-16 school year lunch menu. **CRAU certified and non-certified producers are requested to include proof of production methodology in their proposal response.**

The successful Vendor will follow the “judicious use” principles of practice that were developed by the FDA in cooperation with the American Veterinary Medical Association:

- Emphasis on sound preventive programs, including vaccination and blood testing
- Documented need for antibiotics and demonstration that no viable alternative exists
- Veterinarians consulted prior to use of antibiotics
- Records kept of treatment and outcome
- Treatment for grouped animals is done at barn/house level. Animals in adjacent housing should not be treated if not exposed
- Environmental contamination is minimized

The successful Vendor will also follow the four amendments to the FDA guidelines that explicitly restrict and document antibiotic use on the farm:

- Medically important antibiotics are used only if prescribed by a licensed veterinarian
- A written veterinary report to FOCUS is required whenever antibiotics are used for prophylaxis for more than two consecutive growing cycles.
- Growers will maintain records of all feed and water additives for each growing cycle for the most current two years
- Regular third party verification of antibiotic use documentation and on-site practices by the USDA is required.

See Attachment #3: *Responsible Antibiotic Use in Poultry Production* for further details.

C-1.2 Size and Processing Specifications

- Whole, unprocessed chickens will weigh between 3 - 3.5 pounds.
- No backs, no livers.
- If frozen, chicken pieces must be IQF. No bulk frozen chicken will be considered.
- The bidder is asked to provide pricing for different cuts, packaging, and states of refrigeration of natural chicken.
- See Attachment #1 *Chicken Scenarios Table* for details on pricing scenarios requested. **Please use the attached CHIX PRICE SHEET to submit pricing.**

C-1.2 Other Specifications

- Chicken will be raised regionally in a cage-free manner with no de-beaking, and no overcrowding.

- District preference is regionally raised using free range or organic practices
- No administration of antibiotics pre-hatch

C- 1.3 Origination and Processing: All chicken products must be domestic and be slaughtered and processed in USDA-approved facilities. It is the preference of the District to procure local products, and that chicken products originate as close to the District as possible, preferably within a 500 mile radius of BVSD.

C- 1.5 Chicken Pieces Target Weights: The Vendor will establish a target average raw weight of 4.75 oz for bone-in thigh pieces, and 3.75 oz for bone-in drumstick pieces. The upper and lower specs for thigh pieces will be 4.55 and 4.95 oz, and upper and lower specs for drumstick pieces will be 3.55 and 3.95 oz.

C-1.6 Chicken Case Counts and Weights: USDA National School Lunch Program (NSLP) nutrition and meal component regulations are very specific, and portion sizes must be consistent. Production kitchens order chicken products based on the number of pieces needed to fulfill site orders. Therefore, it is critically important that case counts are accurate and consistent.

The successful Vendor will be able to pack out cases based on the number of pieces per case, not pounds per case. For example, a 40-pound case of thigh pieces, given the average weight of 4.75 oz per thigh, will yield 135 thigh pieces. A 40-pound case of drumstick pieces, given the average weight of 3.75 oz per drumstick, will yield 170 pieces. The procurement manager will set up stock codes for cases based on case count yields. The Vendor will adhere to size specifications such that orders will not be delivered short on case counts, while simultaneously aiming to meet the number of pounds per case as closely as possible.

C- 1.6 Frozen Chicken: Frozen chicken may not have been frozen, thawed for processing and refrozen.

C-1.7 Chicken Freshness: All “Fresh” items are to be processed the day of delivery or day prior to delivery.

C- 1.8 Estimated Quantities: Estimated quantities/units of purchase are provided in this contract for the Vendor’s guidance only (see Attachment #1 *Chicken Scenario Table*). 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 this 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 *Chicken Scenario Table*. 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 Delivery Location and Hours Specified: The Vendor shall deliver items in conjunction with this proposal to the three Regional Production Kitchens during weekdays between 7:00 AM and 3:00 PM. The Vendor shall deliver items in conjunction with this proposal to the BVSD warehouse during weekdays between 6:00 AM and 3:00 PM. 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.

Deliveries to the three regional kitchens and/or warehouse shall begin on or about Monday August 10, 2015, or as determined by Food Service needs.

Deliveries to the three regional kitchens and/or warehouse will continue through the school year on a weekly basis until about May 30, 2016. Delivery to a limited number of locations for summer school and catering may continue through July 2016.

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 #4 *BVSD 2015-16 District Calendar*).

School Calendar

First warehouse and/or regional kitchen delivery – Mon Aug 10

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-2.2 Delivery Conditions: Deliveries shall be made as required to the identified location/s. Additionally, the shipments shall be received on a mutually agreed upon day and date.

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 frozen products shall be delivered completely frozen at zero degrees Fahrenheit or less. Product(s) exceeding allowable temperatures or displaying evidence of temperature shock, thawing and/or refreezing, 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-2.3 State of Refrigeration:

Chicken pieces will be delivered either fresh or individually quick frozen (IQF).

- Fresh chicken products will be chilled and delivered in refrigerated delivery trucks held at maximum temperature of no greater than 41 degrees Fahrenheit

- Frozen chicken products will be frozen to ten degrees Fahrenheit or below prior to packaging and then frozen to zero degrees Fahrenheit or lower within 24 hours after completion of packaging of the lot.
- All frozen chicken products will be stored, shipped and delivered at temperatures that do not exceed zero degrees Fahrenheit.

C- 2.4 Packing Slip and/or Delivery Ticket: The Vendor shall enclose a complete packing slip, delivery ticket, and/or invoice with any items to be delivered in conjunction with this proposal. The packing slip shall be attached to the shipping cartons/containers, which contain the items and shall be made available to BVSD’s authorized representative during delivery.

The packing slip or delivery ticket shall include, at a minimum, the following information: customer 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. The BVSD receiving representative has the authority to reject shipments that do not conform to this requirement.

If product is delivered using packing slip instead of invoice, invoices shall be emailed within 24 hours of delivery of product to CONTACT@bvsd.org

C- 2.5 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- 2.6 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- 2.7 Credits for Products Post Delivery: Damaged or substandard product discovered after time of delivery will be reported to the Vendor as soon as discovered, for credit and immediate product replacement if needed.

C-2.8 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-3 Packaging Specifications

C-3.1 Packaging: BVSD Food Services’ **strong preference** is to utilize reusable plastic containers to minimize cardboard waste. Containers must be NSF approved. Containers must be lined with plastic bags. Vendors are responsible for inventory management of reusable containers and are required to provide a process to thoroughly clean and sanitize containers between uses.

The Vendor may provide chicken pricing for several packaging scenarios, though **the district preference is:**

- 1. Direct delivery to the three production kitchens of**
- 2. Fresh chilled or IQF frozen thigh pieces in 40 lb (135 count) reusable bins and**
- 3. Fresh chilled or IQF frozen drumstick pieces in 40 lb (170 count) reusable bins**

Cases will be marked with total weight of case and contents (e.g. 40# / 135/ 4.75 oz thighs), as well as other standard USDA-required label information.

Chicken will be packed in standard case pack. Approximate case weight will be 30-40 lb, with the standard determined prior to the first delivery.

C-3.2 Reusable Containers: Reusable containers/bins must be food grade quality and thoroughly cleaned and sanitized by Vendor before deliveries. Bins must be delivered sealed with USDA tape. Reusable bins 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 bins coming in to BVSD on delivery and out from BVSD for returns. Bins must be picked up from PK loading docks in a timely manner, and always before school closures lasting more than a day or two. Vendor can either pick up bins from prior delivery upon delivery of new product, or pick up empty bins in between deliveries, depending on Vendor operations and quantity of reusable bins in circulation.

C-3.3 Cardboard Containers: If chicken is packed in corrugated cardboard boxes, boxes must be sturdy enough to withstand compression with no compromised box integrity when stacked six cases high.

C- 3.3 Container Labeling: 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/Backorders/Substitutions /Shorts

C-5.1 Orders: The representative for BVSD will order directly from the Vendor by PDF PO via email. Telephone orders may also be used occasionally. **Please supply the contact information for these ordering purposes.**

Order edits will be accepted by the Vendor via email or phone call up to three days before scheduled delivery.

C-5.2 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- 5.3 Substitutions: The Vendor shall not deliver any substitute item as a replacement for an awarded item without direct, explicit consent of and approval from the FS Department prior to such delivery. The Vendor will make every effort to fulfill all orders with specified CRAU-standard chicken.

It is the expectation of the District that the successful Vendor will secure in advance of a contract an adequate supply of CRAU-standard (equivalent or exceeds standard) chicken pieces such that no substitutions will be necessary throughout the school year.

C- 5.4 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 Regional Kitchens must be addressed immediately due to the critical nature of the regional kitchen food production schedule.

C- 5.5 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 spreadsheets (not PDFs or scans). Reports shall be emailed to Procurement Manager CONTACT@bvsd.org by the fifth day of the following month. See Attachment 2: *Velocity Report* for an example of an annual velocity report.

C-6.3 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-6.4 Vendor to Provide Nutrition Analysis: The successful Vendor may be required to provide nutritional analysis to BVSD on certain items as required within thirty (30) days of the award for items requested.

C-7 Miscellaneous/Other Requirements

C-7.1 Purchase of Other Items Based on Price Quotes: While BVSD has listed all bone-in chicken items on the proposal which are used by the District, there may be additional items that must be purchased by the District during the term of this contract. The District reserves the right to award these additional items to the successful Vendor or to another Vendor based on the lowest price quote, quality standards, etc.

C-7.2 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 within five (5) days, and shall replace the product with new product at no cost to the District as soon as possible. Integrity is up to the discretion of the purchaser. A product recall maybe 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.

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. The Vendor may seek a price increase, not to exceed 5% of the then current price, in any succeeding period, by submitting **detailed** written justification to the District, based on readily-available commodity market data. Only one such increase will be allowed in any twelve month period of the contract. Any request for increase must be submitted in writing no less than sixty (60) 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 5% may be negotiated by the Vendor 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.

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 - *Chicken Scenario Table*
- Attachment #2 – *Velocity Report Example*
- Attachment #3 – *Responsible Antibiotic Use in Poultry Production (5pg)*
- Attachment #4 - BVSD 2015-16 District Calendar
- Attachment #5 - USDA Disclosure of Lobbying Activities (2 pg)
- Attachment #6 - Suspension and Debarment Certification – USDA (2 pg)
- Attachment #7 - Sample BVSD Standard Contract – a contract will be completed and signed by all parties concerned following selection of proposal (16 pg)
- CHIX PRICE SHEET – separate Excel file attached, please use spreadsheet for your response

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. Vendor Qualifications, including but not limited to:
 - a. Order contact information
 - b. HACCP program
 - c. Traceability system
 - d. Corporate capabilities
 - e. Client references
 - f. Key staff information
3. Completed pricing document - CHIX PRICE SHEET
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 June 29, 2015 at 2:00 pm MST.**

Vendor selection will take place the week of June 29, 2015; it is our plan and desire to award a contract to the selected vendor no later than Wed July 1, 2015, barring unforeseen circumstances.

Final contract award will be based on successful taste test of Vendor products.

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

- A. Price per pound
- B. Ability to provide products in reusable containers
- C. Production Methods
- D. Geographic Proximity of Ranch or Farm
- E. 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.
- F. Ability to deliver direct to three Production Kitchens
- G. Administrative Requirements – Did respondent include all required information in accordance with proposal requirements?

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

We look forward to your response!

CONTACT INFO

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

ATTACHMENT #1: CHICKEN SCENARIO TABLE

All Chicken is required to originate from a CRAU-standard (or equivalent or higher) farm/facility

Complete attached Excel spreadsheet with Pricing for All Items / Packaging you can provide

Description	Unit Issue	Pack Size	Specification	Minimum Standard or Equal	Estimated 2015-16 Usage	Fixed Pricing*
Chicken Thighs <i>reusable bin, or</i>	LB	30-40 lb (40 lb preferred)	Fresh chilled or frozen	• CRAU-standard**	25,000 LB	\$_____ Per LB
Chicken Thighs <i>Cardboard case</i>	LB	30-40 lb (40 lb preferred)	Fresh chilled or frozen	• CRAU-standard**	25,000 LB	\$_____ Per LB
Chicken Drumsticks <i>reusable bin, or</i>	LB	30-40 lb (40 lb preferred)	Fresh chilled or frozen	• CRAU-standard**	18,000 LB	\$_____ Per LB
Chicken Drumsticks <i>Cardboard case</i>	LB	30-40 lb (40 lb preferred)	Fresh chilled or frozen	• CRAU-standard**	18,000 LB	\$_____ Per LB

- Estimated quantities are listed above. **These quantities are only estimates for the purpose of this request for proposal and are not to be interpreted as a commitment by the District to purchase the quantity stated.**
- *Fixed Pricing - For the period of August 2015- June 2016 with the option to extend contract for four (4) one-year periods. Price quoted should be the delivered price to BVSD (includes all shipping and handling costs.)
- ** See Attachment #3 Responsible Antibiotic Use in Poultry Production

ATTACHMENT #2 - VELOCITY REPORT EXAMPLE

16-Jun-15			
Boulder Valley Schools			
Velocity Report 2014-15 - ANNUAL			
	sales	Price/lb	pounds
	July 1, 2014- June 30, 2015		July 1, 2014- June 30, 2015
BVTH (Chicken Thighs 4.75 oz/135 ea/ 40 lb)	\$27,584.70	\$1.10	25,077
BVDS (Chicken Drumsticks 3.75 oz/ 170 ea/40 lb)	\$19,200.50	\$1.10	17,455
	\$46,785.20		42,532

Responsible Antibiotic Use in Poultry Production

School Food FOCUS (FOCUS) and The Pew Charitable Trusts (Pew) have created a partnership to address concerns about the public health impact of antibiotic overuse in food animal production. FOCUS and Pew seek to minimize use of veterinary antibiotics that are identical or closely related to drugs used in human medicine. It is imperative that we protect these medically important drugs, which are the world's most important tools for combating infectious disease. The goal of FOCUS and Pew is to promote industry-wide transparency and accountability of antibiotic use in poultry.

Rationale for responsible use

The efficacy of antibiotics in treating human disease is seriously compromised by their non-medical use in livestock production to promote growth or to compensate for the effects of overcrowded and unsanitary conditions. While any use of antibiotics can potentially contribute to the development of bacterial resistance, the routine use that is common on American farms has hastened this process.¹ Most of the antibiotics sold in the U.S.—70 percent—are used in food animal production.² People who eat meat and poultry and people who do not are equally affected because drug resistant bacteria can spread beyond animals and into produce and the environment. Excessive agricultural use of antibiotics has resulted in a perilous situation that, if not soon contained, will profoundly affect the future well-being of today's children. The World Health Organization warns of a "post-antibiotic era" and acknowledges non-therapeutic use on farms as a culprit.³ Other major health authorities are in strong agreement with this position.⁴ FOCUS and Pew recognize the value of some antibiotic applications, in very limited circumstances, for the treatment of certain illnesses in

food animal production. Responsible antibiotic use helps protect medically important drugs and promotes better animal husbandry.

Chicken in schools

Overuse of medically important antibiotics occurs not just on poultry farms, but throughout the American livestock industry. FOCUS and Pew have partnered to address responsible use of antibiotics in poultry production because of the unique position school districts hold in shifting demand. Chicken is the most popular protein served in schools, offered daily in many cafeterias across the nation. FOCUS school districts, composed of the nation's leading institutional purchasers of food for children, buy tens of millions of pounds of chicken each academic year. As such, they are in a unique position to catalyze poultry production reform.

It is important to note that the poultry currently served in schools is safe and wholesome. The use of antibiotics in raising poultry does not compromise its nutritional value.

The Certified Responsible Antibiotic Use Standard (CRAU)

FOCUS and Pew developed the Certified Responsible Antibiotic Use Standard to minimize the use of antibiotics in poultry production and offer schools a viable way to put poultry raised with responsible antibiotic use on the menu. CRAU is the first USDA-certified standard that allows for minimal use of medically important antibiotics in poultry production—but only with veterinary oversight. Poultry companies interested in meeting CRAU must undergo regular USDA audits to verify compliance.



www.certifiedresponsibleantibioticuse.org

School Food FOCUS is a national collaborative that leverages the knowledge and procurement power of large school districts to make school meals nationwide more healthful, regionally sourced, and sustainably produced. Learn more at www.schoolfoodfocus.org

The Pew Charitable Trusts is driven by the power of knowledge to solve today's most challenging problems. Pew's Antibiotic resistance project supports policies that would spur the creation of new antibiotics, establish stewardship programs to ensure that antibiotics are prescribed only when necessary, and end the overuse of antibiotics in food animals. Learn more at <http://www.pewtrusts.org/en/projects/antibiotic-resistance-project>

Endnotes

¹ Centers for Disease Control and Prevention, *Antibiotic Resistance Threats in the United States*, 2013, 11 (September 2013)

² Food and Drug Administration, Department of Health and Human Services, "2011 Summary Report on Antimicrobials Sold or Distributed for Use in Food-Producing Animals" (September 2014)

³ World Health Organization, "WHO's First Global Report on Antibiotic Resistance Reveals Serious, Worldwide Threat to Public Health" (April 2014)

⁴ These include the Centers for Disease Control and Prevention, the Food and Drug Administration, the American Medical Association, the American Academy of Pediatrics, the American Public Health Association, the American College of Preventative Medicine, the Union of Concerned Scientists, Consumers Union, the Infectious Diseases Society of America, and the Institute of Medicine.

The Certified Responsible Antibiotic Use Standard^{© FOCUS 2014}



School Food FOCUS (FOCUS) and The Pew Charitable Trusts developed the Certified Responsible Antibiotic Use Standard (CRAU) to minimize the use of antibiotics in poultry production and offer schools a viable way to put poultry raised with responsible antibiotic use on the menu. Poultry producers in compliance with CRAU are prohibited from using antibiotics with analogues in human medicine routinely or without clear medical justification. Use of antibiotics with analogues in human medicine must be rare, well documented, and prescribed by a veterinarian. Antibiotics that do not have analogues in human medicine have no further restrictions in this standard, as their use at this time is believed to present minimal risk to public health.

Background

CRAU is based on the following 'judicious use' principles of practice that were developed by FDA in cooperation with the American Veterinary Medical Association:

- Emphasis on sound preventive programs, including vaccination and blood testing;
- Documented need for antibiotics and demonstration that no viable alternative exists;
- Veterinarians consulted prior to use of antibiotics;
- Records kept of treatment and outcome;
- Treatment for grouped animals is done at barn/house level. Animals in adjacent housing should not be treated if not exposed;
- Environmental contamination is minimized.
- See *"Judicious Use of Antimicrobials for Poultry Veterinarians"* by Department of Health and Human Services, Food and Drug Administration, Center for Veterinary Medicine

CRAU improves upon the above 'judicious use' principles with four amendments to FDA guidelines that explicitly restrict and document antibiotic use on the farm:

1. Medically important antibiotics are used only if prescribed by a licensed veterinarian.
2. A written veterinary report to FOCUS is required whenever antibiotics are used for prophylaxis for more than two consecutive growing cycles. This report must describe the underlying problem(s) and outline a plan of action to correct it if not already resolved.
3. Growers will maintain records of all feed and water additives for each growing cycle for the most current two years.
4. Regular 3rd party verification of antibiotic use documentation and on-site practices by the U.S. Department of Agriculture (USDA) is required.

Restrictions on antibiotic use

1. No administration of antibiotics pre-hatch.
2. Antibiotics with analogues in human medicine can only be used therapeutically. Drug classes that fall into this category include:
 - Aminoglycosides (Spectinomycin, Neomycin)
 - Streptogramins (Virginiamycin)
 - Lincosamides (Lincomycin)
 - Sulfonamides (Sulfanitran, Sulfadimethoxine, Sulfamethazine, Sulfaquinoxaline, Sulfathiazole)
 - Macrolides (Tylosin, Erythromycin, Tilmicosin, Oleandomycin)
 - Tetracyclines (Chlortetracycline, Oxytetracycline)
 - Penicillin (Penicillin G procaine)

Therapeutic vs. Non-therapeutic Use

These terms are widely used and can have different meanings in different contexts. The U.S. Food and Drug Administration (FDA) describes “therapeutic use” broadly, as the treatment, prevention, and control of disease. CRAU defines both terms more specifically.

3. In CRAU, “therapeutic use” refers to antibiotics with analogues to human drugs, i.e. veterinary antibiotics that are identical or very closely related to drugs used in human medicine. CRAU defines “therapeutic use” as follows:
 - The use of antibiotics with analogues to human drugs in poultry diagnosed with bacterial disease; or
 - The use of antibiotics with analogues to human drugs in healthy poultry if there is a medical reason, determined and documented by a licensed veterinarian, to believe that the birds are at significantly increased risk for developing a clinical bacterial infection or after an exposure to infectious bacteria but before the onset of clinical signs or laboratory confirmed disease (prophylaxis).
 - There must be a valid veterinarian-client-patient relationship (VCPR) as defined in 21 CFR 530.3 (i). A valid VCPR is defined as one in which:
 - (a) A veterinarian is responsible for making medical judgments regarding the health of (an) animal(s) and the need for medical treatment, and the client (the owner of the animal or animals or other caretaker) is responsible for following the instructions of the veterinarian;
 - (b) The veterinarian is responsible for having sufficient knowledge of the animal(s) to initiate at least a general or preliminary diagnosis of the medical condition of the animal(s); and
 - (c) The practicing veterinarian is readily available for follow-up in case of adverse reactions or failure of the regimen of therapy. Such a relationship can exist only when the veterinarian has recently seen and is personally acquainted with the keeping and care of the animal(s) by virtue of examination of the animal(s), and/or by medically appropriate and timely visits to the premises where the animal(s) are kept.
 - If antibiotics are used therapeutically as defined above, records of diagnosis, treatment [antibiotic(s) prescribed, dosage, duration, estimated # of animals treated], and outcome must be retained for auditor review.

4. If any antibiotics with analogues to human drugs are used for prophylaxis for more than two consecutive growing cycles, there must be a written veterinary statement indicating the underlying problem(s) and a plan of action to correct the problem(s). If the underlying problem has been resolved, the veterinary statement may indicate that a successful solution has been found that does not include the prophylactic use of antibiotics, and that no further plan of action is needed. In such cases, a written veterinary report of antibiotic use, including documentation of treatment and outcomes that includes culture and sensitivity reports, must be retained for auditor review.
5. Non-therapeutic use of antibiotics with analogues in human medicine is disallowed. CRAU defines “non-therapeutic use” as follows:
 - The use of medically important antibiotics in the absence of microbial disease, known (documented) disease exposure, or a medical reason to believe there is a significant risk for developing a clinical bacterial infection.
 - Non-therapeutic use includes administration of medically important antibiotics for growth promotion, feed efficiency, weight gain, or in the absence of documented exposure.
6. Use of drugs with no analogues in human medicine—aminocoumarins, glycolipids, ionophores, and quinolones—is allowed. These permitted veterinary drugs have no relationship to human drugs and are not used in treating human disease. At this time they are the only drugs with no analogues in human medicine that are approved for use by the FDA and currently used by poultry producers.
7. A feed containing a Veterinary Feed Directive drug (a VFD feed) shall be fed to animals only by or upon a lawful VFD issued by a licensed veterinarian in the course of the veterinarian’s professional practice and within the confines of a valid veterinarian-client-patient relationship.

Required management principles

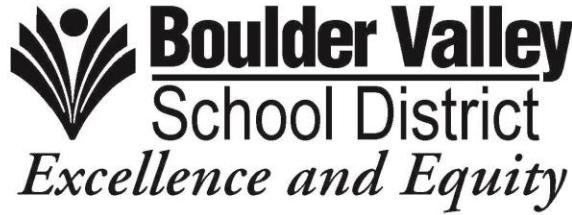
- Emphasis on sound preventive programs, including vaccination and serologic monitoring for disease exposure;
- Treatment for grouped animals is done at barn/house level. Animals in adjacent housing will not be treated if not exposed; and
- Growers will maintain records of all feed and water additives for each growing cycle for the most current two years for auditor review.

Assurance of compliance

CRAU requires USDA as a third-party certifier [e.g. USDA Process Verified Program (PVP) or Quality System Assessment (QSA)] to audit the producer/complex* to ensure compliance with the above restrictions and requirements and to submit audit reports to FOCUS. Entities that are current on the Official Listing of Approved USDA Process Verified Programs for “No Antibiotics Ever” and audited for compliance with CRAU are considered to meet this standard for antibiotic use.

*The relevant processes/facilities subject to audit include hatcheries, feed mills, grow out farms/barns, and slaughter/processing/packaging sites. The audit must document systems for proper identification and segregation of CRAU product through live delivery, slaughter, further processing and packaging.

ATTACHMENT #4 - 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

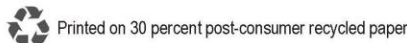
Severe Weather Closures

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 | 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 |



2015

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2016

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JUNE

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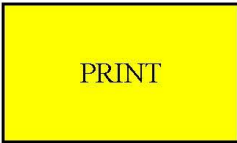
ATTACHMENT #5 – DISCLOSURE OF LOBBYING ACTIVITIES

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 #6:
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 #7 - 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: CONTAT
 (720) XXX-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**