



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

Date: February 10, 2015

Subject: Request for Proposal, #BD1718, Farming Services at Bradley, McGlone and Schmitt Elementary Schools

Enclosures: (1) Invitation For Bid Cover Sheet
(2) General Terms and Conditions
(3) Special Terms and Conditions
(4) Specification and Pricing Form
(5) Use of Federal Funds Forms (2)
(6) School Calendar
(7) Produce List
(8) Appendix A Guide
(9) Appendix B Farm Food Safety Template

To: All prospective bidders:

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

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

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

Critical dates:

1) RFP Issue date – February 10, 2015

2) Questions due date - February 16, 2015, Responses to questions will be provided in writing to all prospective bidders, by **February 17, 2015.**

3) Bid due date - Bids must be received in the District's Enterprise Management Office on or before, March 5, 2015, 3:00 PM, Mountain Standard Time. Bids received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand-delivering the bid on the due date, allow enough time to find parking (there is parking but space is limited) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows: **Denver Public Schools, Enterprise Management Food and Nutrition Services, 2320 W. 4th Avenue, Denver, Colorado 80223, Attn: #BD1718.**

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

Please be advised that the award is based upon the content of the bidder's response. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer: Vianey Garcia, via email Vianey_Garcia@dpsk12.org.

DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

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

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

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

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

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



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

**REQUEST FOR PROPOSAL BD1718
COVER SHEET-FILE IN TAB A**

Date: February 10, 2015,
Bid number: BD1718
Bid title: Farming Services at Bradley, McGlone and Schmitt Elementary Schools
Bids will be received until: March 5, 2015
3:00 p.m., local standard time
at: 2320 West 4th Avenue,
Denver, Colorado 80223

Goods or services to be delivered to or performed at: Bradley, McGlone and Schmitt Elementary Schools

For additional information please contact the buyer: Vianey Garcia
720-423-5617
Email Address: Vianey_garcia@dpsk12.org

Documents included in this package: Invitation For Bid Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Specification and Pricing Form
Use of Federal Funds Forms (2)
School Calendar
Produce List
Appendix A Guide
Appendix B Farm Food Safety Template

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

PRINT OR TYPE YOUR INFORMATION

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



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

REQUEST FOR PROPOSAL BD1718

GENERAL TERMS AND CONDITIONS

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

II. CONTENTS OF OFFER

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

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's policies and procedures including state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must clearly indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

6. Open Records.

Disclosure of Information to the District

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

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

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

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

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

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

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

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

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

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

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
6. **Organization of BID response**

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

1. Lobbying and Debarment Forms
2. Proof of Insurance as requested in the Special Terms and Conditions

TAB B - Vendor Information and Response Form, vendor must fill in the response form in its entirety to include but not limited to the following:

1. Total estimated cost associated with services/expenses as expressed to include allowable expenses - seed, drip irrigation system and maintenance, ground preparations, planting and site maintenance, off-season trimming of the site/ cover crop to 6" or less as per city code, harvest and delivery to the Denver Public Schools Enterprise Management Nutrition Services warehouse, reusable produce harvest/ transport containers, costs of machinery/ equipment rental (if applicable), etc.
3. The District may require community events for farm tours. Vendor must provide a per hour charge for farm tours and community events.
4. Total quantity of produce harvest for the season.
5. Vendor must submit samples of monthly base pay invoices (itemized), delivery ticket, monthly produce delivery summary reports.

TAB C- Vendor Information

1. Management summary to include operator credibility and any other agricultural enterprises in which the vendor is involved.
2. How site(s) in this Solicitation will fit with Vendor's other agricultural sites.
3. Vendors' Farm Management and agricultural experience and desire to farm the site(s).
4. Business plan, conceptual site and farm production plan, weed/ insect/ pest management plans for the site(s).
5. Machinery/ equipment needs.
6. Ability to meet labor demands of the proposed operation.
7. Experience in organic production (see attached manual).
8. Contact information for three references that are familiar with your agricultural and business experience and their relationship to the vendor.
9. Successful proposals should include detailed plans to meet the above listed requirements with specific focus on timeliness, personnel levels, decision making process, method of execution, financial audits, performance reviews, etc.

TAB D - Farm Food Safety Plan

1. An On Farm Food Safety Plan template, developed by Colorado State University Extension is included and submitted plans must include all these components. Traceability procedures shall also be included. (See Appendix B)

B. Submission

1. The Original Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside and marked, 'Master'. This master shall be sent or delivered to the **District's Enterprise Management Food and Nutrition Services Department, 2320 W. 4th Avenue, Denver, Colorado 80223. Attn: BD#1718.**
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

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

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

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
 - 1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 - 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

- A. Rejection of Offers. The District may, at its sole and absolute discretion:
 - 1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 - 2. Re-advertise this Solicitation;
 - 3. Postpone or cancel the process;
 - 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
 - 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.
- B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
 - 1. The Vendor misstates or conceals any material fact in its Offer;
 - 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 - 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 - 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 - 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. Elimination From Consideration
 - 1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
 - 2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

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

- A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.
- B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

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

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

IX. CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the

services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3. In accordance with the District's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.
4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through Vianey Garcia, Senior Buyer.

D. **Delivery.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocur the materials or services from the current fresh produce supplier or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the current produce vendor, as well as any costs associated with the resolicitation effort.

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

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

XI. TERMINATION OF CONTRACT

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



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REQUEST FOR PROPOSAL BD1718 SPECIAL TERMS AND CONDITIONS

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

February 10, 2015	Distribute Invitation to Bid
February 16, 2015	Deadline for submitting questions
February 17, 2015	Addendum for answers to questions
March 5, 2015	Proposal deadline
March 2015	Award contract

PURPOSE: The purpose of this Solicitation is to establish a contract for planting, growing, maintaining the plants, harvesting and delivering fruits and vegetables to the Denver Public Schools Enterprise Management Warehouse from one, two or all three sites: Bradley, McGlone and Schmitt Elementary Schools to assist in satisfying the district's fresh produce needs. The successful Vendor(s) will be designated as the provider of farming services to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor(s) will be required to plant fruits and vegetables and maintain farming operations at Bradley, McGlone and Schmitt Elementary Schools, harvest, and deliver the produce to the Denver Public Schools Enterprise Management Warehouse, located at 301 Wyandot Street, Denver, CO 80223.

TERM OF CONTRACT: This contract shall commence upon approval and shall remain in effect through February 27, 2016 (tentatively) or until such time as all items or services purchased in conjunction with this solicitation have been delivered and accepted by district staff.

OPTION TO RENEW: OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICE STRUCTURE): The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for three (3) subsequent one (1) year periods. Provided, however, that the Vendor will maintain the same price structure and discounts that were awarded during the initial contract and can meet minimum yield expectations. The optional renewal periods shall not exceed three subsequent one year periods. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided: _____

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the District to award this Contract to the Vendor(s) who receives the highest score when the Responses submitted by interested Vendor(s) are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria as identified in Section VII, on page 22. Contract may be award "all or none" in the best interest to the District.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify the Enterprise Management Food and Nutrition Services Department of any produce or plants compromised by biological, physical or chemical hazards. Vendors are to contact the Buyer by phone within 2 hours of the discovery of any produce items in the field may have been compromised (contaminated by a biological, physical or chemical hazard). The vendor also must notify the Enterprise Management Food and Nutrition Services Department in writing

within 24 hours of the incident. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District's approved vendor list(s).

METHOD OF PAYMENT – MONTHLY PAYMENTS FOR WORK COMPLETED: The District shall provide monthly payments for work completed by the successful Vendor during various phases of the work assignment. The District and the successful Vendor shall negotiate the percentage or component of completed work which corresponds to the acceptable payment schedule after the Response has been evaluated and the successful Vendor has been determined. The Vendor shall provide a fully documented invoice to the to the Enterprise Management Food and Nutrition Services Department 2320 West 4th Avenue Denver, CO 80223 attention Cassie Gentry. The invoice shall identify critical, descriptive data including, but not limited to, the farm site address, the vendor address, and a description of the services provided (labor hours for planting, harvesting, weeding, cost to install irrigation, cost of seed, etc.). The date of the invoice shall not exceed thirty calendar days from the end of the month in which the services were provided.

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

SALES TAX: The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

DELIVERY TIMES, LOCATIONS, AND REQUIREMENTS: The Vendor shall deliver all items requested through this Solicitation to the Enterprise Management Food and Nutrition Services Warehouse which is located at 301 Wyandot Street, Denver, Colorado 80223. Deliveries shall be made by 11:00 a.m. Monday through Friday, excluding District holidays. The awarded vendor's delivery personnel will stay on the premises while each delivery is being checked in. All shortages or refused product for which replacement product is required per the DPS Food and Nutrition Services Department shall be reported to the District assigned personnel.

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

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the District with produce items harvested on the same day and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the District and shall stay fresh for a minimum of five days.

STANDARDS OF QUALITY OR PERFORMANCE: The goods and/or services supplied by the Vendor in conjunction with this Solicitation shall either meet or exceed the standards of quality and/or performance that have been established by USDA for the National Child Nutrition School Lunch Program. All product delivered shall be of quality to the grade listed for standards for U.S. Grade #1 and Grade #2 as detailed in Appendix A or green (under ripe) tomatoes or hail damaged zucchini that is deemed acceptable to process by DPS or its partners.

HACCP PROGRAM: Vendor must have an On Farm Food Safety Protocol. These protocols must address Management's Commitment and Responsibility for Food Safety, address the physical, chemical, and biological hazards and hazard control procedures, including monitoring, verification, and recordkeeping, for the following areas: water [Denver City Water], soil amendments, field sanitation, production environment, worker practices/hygiene, harvesting, and transportation of the produce to our warehouse at 301 Wyandot Street, Denver, CO 80223. Traceability procedures shall also be included.

SUBMISSION OF OFFERS: The following documents must be submitted:

The original of each Offer must be received at the time and place specified in this Solicitation.

The Vendor must also provide documentation for their on farm food safety plan.

A Certificate of Insurance indicating coverage as outlined in the Special Terms and Conditions must be provided with the Offer.

Vendors are required to complete the following attached forms and include them with their proposal. The two forms are: CERTIFICATION REGARDING LOBBYING and DISCLOSURE OF LOBBYING ACTIVITIES, (if applicable).

- All Tabs A, B, C & D must be completed.

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

LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR: Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the District's Project Manager.

REMOVAL OF PERSONAL PROPERTY: The Vendor agrees to remove any personal property of the Vendor remaining on the school site after the end of the contract, or termination of the contract. The Vendor agrees that any personal property of the Vendor left on the site at the end of the contract or after the termination of the contract, shall be deemed abandoned by the Vendor and the district shall have the right to dispose of any such personal property in any manner the district deems appropriate. The Vendor will be liable for any disposal costs incurred by the district.

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

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

General Liability

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

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)

Show Waiver of Subrogation in favor of the District
 Primary & non-contributory
 Auto pollution liability (IF you carry any hazardous cargo)
 (If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)
 Name the District as "Additional Insured"

Professional Liability: { IF you render professional services }
 Policy form: Occurrence
 (if not, claims-made retro date must predate our contract or date of service)
 Per claim or occurrence limit..... \$ 1,000,000
 Blanket contractual
 Primary & non-contributory
 Show Waiver of Subrogation in favor of the District
 Per location / per job aggregate limit
 Defense in excess of limits
 Designated profession must be applicable to your work for our company
 Name the District as "Additional Insured"

Pollution Liability: { IF you have any pollution exposure }
 Policy form: Occurrence
 (if not, claims-made retro date must predate our contract or date of service)
 Per claim or occurrence limit..... \$ 1,000,000
 Blanket contractual
 Primary & non-contributory
 Show Waiver of Subrogation in favor of the District
 Per location / per job aggregate limit
 Defense in excess of limits
 Designated Location or Operation must be shown as per your contract for the District
 Name the District as "Additional Insured"

Umbrella:
 Policy form: Occurrence - Umbrella
 Each occurrence or claim limit: \$ 1,000,000
 Excess commercial general liability
 Excess Products/completed operations
 Show Waiver of Subrogation in our favor
 Excess automobile liability
 Excess professional liability (if you provide professional services)
 Excess pollution liability (if any pollution exposure exists)
 Excess employer's liability
 Blanket contractual
 Per location / per job aggregate limit
 Defense in excess of limits
 Primary & non-contributory
 All locations / operations (if not, designate specific project or location)
 Name the District as Additional Insured including Products/Completed Operations

Workers' Compensation:
 Workers Compensation benefits: per Colorado Statute
 Employers liability – limit per accident \$ 100,000
 Employers liability – limit per disease 100,000
 Employers liability – disease aggregate 500,000
 All owners/officers who will be on District property or job site must be covered
 Show Waiver of Subrogation in favor of the District
 Coverage must apply to workers in Colorado

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

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

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

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

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

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

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

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.



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

**REQUEST FOR PROPOSAL BD1718
SPECIFICATION AND PRICING FORM**

**Section I
Overview**

The Denver Public Schools serve approximately 81,870 students in a metropolitan area with a population of more than 450,000. The District is comprised of 162 total schools: 73 elementary, 16 K-8, 4 K-12, 16 middle, 12 high, 30 charter, 6 intensive pathways and 5 other. The school district covers approximately 200 square miles.

Denver Public Schools Food and Nutrition Services provide approximately 25,000 equivalent breakfasts and 45,000 equivalent lunches and 1400 snacks a day over 160 sites. The number of both meals and sites is subject to change.

The District is currently piloting several models for fresh produce grown on schools grounds as indicated in this solicitation. These models do not supply the District-wide produce needs but provide local produce for student meals and build positive community relationships within the District. The district will maintain a separate contract with a produce vendor throughout the duration of this contract to supply the bulk of the district's produce needs.

It is the intent of the District to award this Contract to the Vendor(s) who receives the highest score when the responses submitted by interested Vendor(s) are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria:

- Quality of services proposed and management plans to include but not limited to the following: requested reports, support and plans for contract implementation, completeness of the production plan for the site, insect/pest/weed; inventory of motorized farm equipment; composting plan, if applicable; plan to secure the property when staff is not present; practices to minimize standing water; soil runoff and soil improvement/health; storage plan for soil amendments, fertilizers, etc.; pest management plan; with no on-site tool storage unless contractor supplies a temporary tool storage box where tools, seeds, starts, and amendments will be stored. The district will not accept charges for transport of these materials to and from the site.
- Cost of proposed services, operational plan including list of crops to be grown and estimated quantity of product to be harvest, and proposed hours of Field Operation.
- On Farm Food Safety Protocol
- Prior experience in performing similar work to include references, farming and farm management experience, yields per square foot on other sites farmed, and costs to farm other sites.
- Expertise of key personnel and the financial capability of, organization's financial position and how this project will be financed until expenses are reimbursed (within 30 days of invoicing).

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

**Section II
Scope of Work**

Denver Public Schools Enterprise Management Food and Nutrition Services is seeking proposals to establish a contract(s) for Farming Services at Bradley, McGlone, and Schmitt Elementary Schools, including ground preparation, planting, irrigation, maintenance, harvesting and delivery of the produce to the Enterprise Management Food and Nutrition Services Warehouse, located at 301 Wyandot Street, Denver, CO 80223. The district delivers to schools on a daily basis although each school receives just two deliveries per week. All produce received shall be fresh at the time of delivery with a shelf life of a minimum of five days. All product delivered shall be of quality to the grade listed for standards for U.S. Grade #1 and Grade #2 as detailed in Appendix A or green (under ripe)

tomatoes or hail damaged zucchini that is deemed acceptable to process by DPS or its partners. Estimated quantities needed are shown in the appendices though these are subject to change at any time.

An employee of the district handles produce ordering for delivery to the district. This person will also be your contact in scheduling deliveries and communicating delivery projections. A school calendar is attached. The calendar may be amended each month to accommodate holidays, planning days or scheduling conflicts as needed. Monthly reports will be required to contain quantities of produce the Vendor delivered to DPS Food and Nutrition Services. The reports must contain the following information case counts, total weight for each item, farm site address, and a description of the services provided (labor hours for planting, harvesting, weeding, cost to install irrigation, cost of seed, etc.) with dates of activity. These reports will be due the first week of every month.

Site Facts:

Bradley International School: 3051 S. Elm Street, Denver, CO 80222. The site is approximately 1 acre and is mostly fenced in. There is a fence around the perimeter of the farm site except at the access ramp where there is break in the fence. The location has a gate through which a tractor can access the field. Producing 8092 lbs. of produce in its first drought stricken season (0.69 acres or 30,625 sq. ft. of the site were planted), this site was farmed by commercial farmers in the 2012 season and was amended at that time, a drip irrigation system with a timer was set up at that time. The site also has a community garden and school garden adjacent to it. There is a sign letting the public know that a production farm is there and access is restricted as well as a number to call for any questions. This site has had great interest from the community and they are very supportive of having the production farm in that area. The school and community garden have included the farm site in their volunteer days.

McGlone Elementary School: 4500 Crown Boulevard, Denver, CO 80239. The site is approximately ½ acre and is fully fenced (there is a fence around the perimeter of the farm site). The fence is locked to restrict community access. Producing 7501 lbs. of produce in its first full (but dry) season (0.64 acres or 37,680 sq. ft. of the site were planted), this site was farmed by commercial farmers in the 2012 season and was amended at that time. In 2013, the site was not farmed due to construction but the site was completely re-tilled and re-amended and a new drip irrigation system with a timer was set up in June 2014. The site was farmed late in the 2014 season. The site also has a school garden nearby. The community is very interested in the farm site and had even requested to purchase some of the produce from the site before they were told this produce was for DPS school meals! Efforts have been made to divert water from the site with berms and a simple drainage system.

Schmitt Elementary School: 1820 S. Vallejo Street, Denver, CO 80223. The site is approximately ½ acre and is fully fenced. There is a vehicle access gate as well as a small gate through which visitors can enter through. Both gates remain locked unless farm staff is present. This site has a school garden across the playground from the farm. The ground has been amended and has drip irrigation set up with a timer.

Each site will have a general DPS Urban Farm sign provided by the district with a manned contact number, but all other signs must be approved by the district before being put up.

Soil testing at all sites will be ordered by the district and completed by February 2015.

Facilities at all sites (restrooms, hand sinks) are located inside the school. In order to enter the school, visitors need to sign in and out of the main school office and are required to furnish a valid ID. The district will supply a portable hand sink that can be used at one or all three sites. The awarded vendor will be responsible for transporting it, stocking it with soap and paper towels, and cleaning it. Access to water taps/ Denver City water is provided.

No storage is available on any of these sites for tools and or machinery. Storage would have to be off site or, if a temporary structure or metal tool box is needed, it must be approved by the district in advance. The vendor is responsible for getting tools/ materials to and from the site – this expense will not be reimbursed by the district.

Community access to the site will be limited to special events, school tours, etc. and will be pre-determined and agreed on by the district and vendor. The Vendor may be asked to assist with sharing the site with students for educational purposes or to be photographed for marketing/ promotion purposes.

Section III Schedule

The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

February 10, 2015
February 16, 2015
February 17, 2015
March 5, 2015

Distribute Invitation to Bid
Deadline for submitting questions
Addendum with answers to questions
Proposal deadline

The Evaluation Committee will review all of the proposals and may visit the Vendor's other farming operations with or without an appointment during the evaluation process.

Section IV Specifications

The Vendor must supply an On Farm Food Safety Protocol with their response which shall address Management's Commitment and Responsibility for Food Safety, address the physical, chemical, and biological hazards and hazard control procedures, hazards and hazard control procedures, including monitoring, verification, and recordkeeping, for the following areas: water – Denver City Water, soil amendments, field sanitation, production environment, worker practices/ hygiene, harvesting, and transportation of the produce to the District's warehouse at 301 Wyandot Street, Denver, CO 80223. Traceability procedures shall also be included.

A minimum of one unannounced site visit by district staff shall be performed to ensure compliance with the On-Farm Food Safety Plan.

The Vendor shall only use organic pest, insect and weed combatants. If organic substances are shown to be ineffective, this must be communicated to the district and an alternative (non-organic) substance that is approved by the district may be used. The Vendor shall maintain all fences surrounding the site and keep gates closed when the Vendor's staff is not on the site. The Vendor agrees to keep the site well-kept and maintained through the duration of the contract to include but not limited to: picking up trash, rubbish, garbage, litter or debris on the property, and cover crop trimmed to 6" in height per City Codes. No public access or recreational use of the site can be authorized by the Vendor. The Vendor's staff must submit to a background check since they are working on school grounds near students. The Vendor will only allow odors, fumes, vibrations, and noise on the school site which are consistent with normal conduct of agricultural operations.

The vendor shall provide Contingency plans (i.e. crop failure due to weather, irrigation problems, early or late harvests) and ability to communicate quantity of produce to be harvested and delivered 5 days in advance with plan for shortages/ overages in their business plan.

DURING THE SEASON, the farmer will be paid based on their ability to plan and implement a farming model that meets minimum yields for the production area – approximately 65% of the site with approximately 22% laying fallow with an additional 13% used for vehicle access, paths, buffers and fencing. The total yield on production land is anticipated to be 60% yield, with an average production rate of 0.5 pounds per square foot leaving total production at 21,870 pounds per acre. All products grown on the three farms are the exclusive property of the Denver Public Schools, Enterprise Management Food and Nutrition Services Department and are not intended to be sold or distributed to any other parties. We are open to other models with justification, but prefer organic or naturally grown farming models with drip irrigation.

All food products delivered by the Vendor to the Enterprise Management Food and Nutrition Services Warehouse at 301 Wyandot, Denver, CO 80223 are to be grown on the school farm sites, unless the Vendor discovers two days prior to delivery, that they will be short of a particular product. In this case, the Vendor must contact the Enterprise Management Food and Nutrition Services Department and the department will indicate if the Vendor must get replacement product and re-deliver by 1:00 pm the same day. The replacement produce must come from a site that follows a similar farm food safety plan as the school site or from a reputable merchant (grocery store, restaurant store, produce supplier, etc.) that has a HACCP plan in place and provides product of similar quality.

All case counts for produce must remain consistent, in the event pack size changes need to be made this shall be communicated to the District's ordering staff as soon as possible. The District's ordering system is processed by the "each" making case counts very important. The District requires full deliveries by 11:00 am on the scheduled delivery dates (generally 2 deliveries per week). Shortages must be communicated to the Enterprise Management Food and Nutrition Services produce purchaser at least 2 days in advance of delivery. If less than 2 days, the Enterprise Management Food and Nutrition Services Department must be contacted to determine if the district must have the vendor make up the shortage from other reputable sources or if the district can adjust to cover the shortage.

The awarded Vendor shall submit projected harvest/ figures at least 8 days prior to delivery. If these projections must change, the Vendor agrees to contact the Enterprise Management Food and Nutrition Services Department at least 2 days prior to delivery to allow the District to purchase the shorted produce from the current approved produce distributor. With less than 2 days prior to delivery, the Vendor must contact our Enterprise Management Food and Nutrition Services Department to determine if the vendor must find replacement product to fulfill any shortage or if the department can adjust to cover the shortage.

The Vendor will supply the following reports:

- Growing projections for the season and weekly updated to include produce being harvested and harvest dates. The Enterprise Management Food and Nutrition Services Department will utilize this information for menu planning purposes.
- Records detailing produce losses due to pests, birds, vandalism and estimated quantities lost by culprit. Documentation must include how the issue was abated.
- Applications of any pesticides (organic or otherwise), insecticides or herbicides, the source, and information on the ingredients of the substance applied.
- Itemized costs for the season (if not already on monthly service invoices including seed costs, labor costs for maintenance, planting, irrigation installation, harvesting, costs of irrigation equipment and repairs, etc.).
- Delivery tickets/ invoices detailing the item delivered, date delivered, site the produce was grown at (i.e. McGlone, Bradley or Schmitt), the quantity in standard case sizes, total weight by produce item, traceability tracking information (lot/ bed numbers that match lot/ bed numbers on the case), a place for the Enterprise Management Food and Nutrition Services Warehouse receiving personnel to sign and date and a place for the Vendor's delivery person to sign and date.
- Monthly usage reports stating what has been harvested during the prior month with case counts and weight for each item.
- Yield information and reasons why the yield was greater or less than anticipated. Yields per square foot by crop are also requested.
- Any other noteworthy impacts on the farms produce yields.

The awarded vendor must provide a dedicated staff person to work closely with the Enterprise Management Food and Nutrition Services Department, to assure continuity and success of the contract. The awarded vendor shall provide a contact person that can make decisions in regards to our account without having to go to another member of your staff.

The Enterprise Management Food and Nutrition Services Office will work with the vendor to create a delivery schedule upon award of the contract. The schedule will provide for delivery (1 -3 times per week or as negotiated) to the district warehouse except for school holidays and scheduled planning days. The schedule may be amended each month to accommodate holidays, planning days or scheduling conflicts as needed.

Produce deliveries must be made to 301 Wyandot Street Denver, CO 80223 with a delivery at or prior to 11:00 am. The delivery, unloading and check-in process can take up to 1 hour. Any discrepancy will be relayed to the vendor as discovered at which time the discrepancy shall be corrected as stated previously. Empty reusable, easily cleanable, non-porous containers shall be picked up by the vendor from the DPS Warehouse and washed, rinsed and sanitized prior to use for produce again.

A clearly legible delivery ticket with each item listed is to be left with a warehouse employee as each delivery is made. If a delivery ticket is changed, the change must be made on the original and on all copies and signed by the driver and the warehouse employee.

Clearly legible invoices are to be mailed or emailed on a monthly basis for the services set forth in this solicitation to the Enterprise Management Food and Nutrition Services Department, 2320 West Fourth Avenue, Denver, Colorado 80223, Attention: Cassie Gentry. Cassandra_gentry@dpsk12.com

Section V Pricing

MONTHLY PAYMENT SHALL BE BASED ON SERVICES RENDERED:

The awarded vendor shall receive start-up funding cost for seeds, cost of irrigation lines, and installation as long as a reasonable amount is requested and a preform invoice is submitted with proper documentation. The awarded vendor shall show justification for monthly payments which is quoted by the Vendor in its Response. This shall include documentation which substantiates the Vendor's cost to farm the site (including, but not limited to, labor, staffing community events, costs for tilling the site, planting, maintaining irrigation lines, maintenance, harvesting, delivery costs, costs of reusable harvest, delivery containers, season extension techniques, and other relevant production expenses. The District will reimburse for payment of transport of the produce from the sites to the warehouse. The

District will not pay for transport of tools to/from the farm sites. It shall be the responsibility of the vendor to submit all supporting documentation for payment.

Section VI

Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

One (1) original and six (6) copies of each proposal must be received at Denver Public Schools, Enterprise Management Food and Nutrition Services, 2320 W. 4th Avenue, Denver, Colorado 80223, Attn: BD#1718.

The only information released at the public opening of proposals will be names of respondents. Original proposals must be clearly marked as such.

In order to facilitate the evaluation and selection process, Vendors are requested to submit responses that include the following information and sections in the following order:

7. Organization of BID response

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

1. Lobbying and Debarment Forms
2. Proof of Insurance as requested in the Special Terms and Conditions

TAB B - Vendor Information and Response Form, vendor must fill in the response form in its entirety to include but not limited to the following:

1. Total estimated cost associated with services/expenses as expressed to include allowable expenses - seed, drip irrigation system and maintenance, ground preparations, planting and site maintenance, off-season trimming of the site/ cover crop to 6" or less as per city code, harvest and delivery to the Denver Public Schools Enterprise Management Nutrition Services warehouse, reusable produce harvest/ transport containers, costs of machinery/ equipment rental (if applicable), etc.
3. The District may require community events for farm tours. Vendor must provide a per hour charge for farm tours and community events.
4. Total quantity of produce harvest for the season.
5. Vendor must submit samples of monthly base pay invoices (itemized), delivery ticket, monthly produce delivery summary reports.

TAB C- Vendor Information

1. Management summary to include operator credibility and any other agricultural enterprises in which the vendor is involved.
2. How site(s) in this Solicitation will fit with Vendor's other agricultural sites.
3. Vendors' Farm Management and agricultural experience and desire to farm the site(s).
4. Business plan, conceptual site and farm production plan, weed/ insect/ pest management plans for the site(s).
5. Machinery/ equipment needs.
6. Ability to meet labor demands of the proposed operation.
7. Experience in organic production (see attached manual).
8. Contact information for three references that are familiar with your agricultural and business experience and their relationship to the vendor.
9. Successful proposals should include detailed plans to meet the above listed requirements with specific focus on timeliness, personnel levels, decision making process, method of execution, financial audits, performance reviews, etc.

TAB D - Farm Food Safety Plan

1. An On Farm Food Safety Plan template, developed by Colorado State University Extension is included and submitted plans must include all these components. Traceability procedures shall also be included. (See Appendix B)

Although Vendors are encouraged to be creative with the format and content of responses within each section, at a minimum, the following should be addressed by each section.

Sample of Standard Reports and Invoices Tab B:

The successful Vendor is expected to provide examples of standard reports and invoices offering such information as (a) Monthly harvest reports for all products provided with case counts, weight.

Management Summary Tab C:

Please describe the farming operation you propose to create by school site with as much detail as possible. Please include practices that conserve water, soil, etc. Please include each of the points below in your response to this solicitation and add other points if necessary.

- 1) If the Vendor is currently involved in other agricultural enterprises, please describe the operation(s) and the Vendor's experience with the site(s). Include locations/ addresses, yields, size, types, amount of produce, costs to farm on this site, etc.
- 2) Describe how the school site(s) in this Solicitation will fit with Vendor's other agricultural sites and business plans/ goals.
- 3) Vendors must state their farm management and agricultural experience and desire to farm the school site(s).
- 4) Vendors must state a business plan for each site or an overall business plan for all three sites, including a farm production plan for each site(s), and weed/ insect/ pest management plans for the site(s). Business plans should include:
 - a. Overview of the Operation
 - b. Goals and Objectives
 - c. Approximate number of crops and types planned for the site(s), tillage, length of season, and irrigation system planned.
 - d. Overview of the production plan based on the crops and estimated quantities needed by the district specified in the Appendices.
 - e. Weed/ insect/ pest management plan and pesticides/ insecticides to be applied (even if they are organic).
- 5) The Vendor must list the machinery and equipment needs for the planned operation on the school site(s) and how the Vendor will meet those needs (type of machinery or tools vendor owns or intends to lease, borrow etc.). Vendor must also describe plans to minimize the noise impact on school children and property neighbors.
- 6) Vendor must state how the demands for labor for the proposed operation will be met. Is Vendor in agriculture full time? If not, what is the percentage of time the Vendor is dedicated to agricultural pursuits and how will the Vendor ensure that the proposed services can be provided? Will the Vendor be hiring full-time or part-time workers?
- 7) The Vendor must describe experiences in organic production, as this is the preferred method of production.
- 8) The Vendor must provide contact information (name, phone and e-mail) for three individuals who are familiar with the Vendor's agricultural and business experience and their relationship to the Vendor.
- 9) The Vendor must demonstrate their ability to attend mandatory meetings – quarterly strategic planning meetings with DPS staff, up to 5 mandatory meetings total involving Farm Food safety training or to review on-farm food safety plan, up to 2 meetings to review planting and harvest calendar, and a minimum of one unannounced site visit by district staff to ensure compliance with the On-Farm Food Safety Plan.
- 10) The Vendor must express their ability and willingness to assist with data collection/evaluation of the project.
- 11) The Vendor must share contingency plans (i.e. crop failure due to weather, irrigation problems, early or late harvests) and share their ability to communicate quantity of produce to be harvested delivered 5 days in advance with plan for shortages and or overages.
- 12) The Vendor must supply the name, phone number (cell phone preferred), and e-mail of a primary point of contact between the Vendor and the DPS Food and Nutrition Services Department for deliveries, harvest projection, and billing questions.
- 13) Successful proposals should include detailed plans to meet the above listed requirements with specific focus on timeliness, personnel levels, decision making process, method of execution, financial audits, performance reviews, etc.

- 14) A management summary must be included as described above, providing an overview of the Vendor's proposal. Vendors should emphasize why their solution is best suited to meet the needs of the Enterprise Management Food and Nutrition Services Department. This summary must be signed by an authorized official who can represent the information provided. The Vendor's response to each of the requirements and other requests for information is contractually binding.

Section VII

Evaluation and Award Criteria

Each response will be evaluated based on the Vendor's ability to satisfy the requirements as presented in the RFP.

The successful Vendor must communicate in the response a clear understanding of the requirements, a soundness of approach to satisfy them, and documentation of ample qualifications. The successful Vendor will demonstrate an approach which will result in measurable improvements and benefits to the Denver Public Schools.

Proposals will be evaluated on the following criteria.

Weighted Factor

Award Criteria:

1. Quality of services proposed offered, including requested information of business plan, plan for contract implementation and, completeness of the production plan for the site	30
2. Cost of proposed products and services	25
3. On Farm Food Safety Protocol	15
4. Farming and farm management experience, yields per square foot at other sites farmed, costs to farm other sites, expertise of key personnel and the financial capability of Vendor	15
5. Prior experience in performing similar work to include references	15
Total Possible Score	100



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

REQUEST FOR PROPOSAL BD1718

SPECIFICATION AND PRICING FORM-File in TAB B

ITEM NUMB	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
--------------	-----	------	-------------	---------------	-------------------

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

Yes _____
No _____

Does your offer meet or exceed all
specifications? If no, indicate exceptions.

Yes _____
No _____

May any member of another governmental
jurisdiction avail itself of this contract and
purchase any and all items/services specified?

Yes _____
No _____

State total bid price (include all items bid).

Address the envelope as follows:

Denver Public Schools
Enterprise Management
Food and Nutrition Services Department
2320 W. 4th Avenue
Denver, CO 80223

Attn: BD1718 Farming Services at Bradley, McGlone and Schmitt Elementary Schools

VENDOR RESPONSE FORM

Provide Estimated Cost	BRADLEY	MCGLONE	SCHMITT
Plantable Square Feet	22668	17090	13000
Seed start up	\$	\$	\$
Ground Preparations	\$	\$	\$
Planting	\$	\$	\$
Harvest	\$	\$	\$
Fertilizer	\$	\$	\$
Mulch	\$	\$	\$
Labor Work	\$	\$	\$
Irrigation Maintenance	\$	\$	\$
Site Maintenance	\$	\$	\$
Pest Control	\$	\$	\$
Off season Trimming and Cover crop of 6" or less per city code	\$	\$	\$
Cost of Machinery and /or equipment rental	\$	\$	\$
Delivery to Food and Nutrition Dept.	\$	\$	\$
Any other cost associated to these services. Please provide detailed information and description.	\$	\$	\$
Total	\$	\$	\$

Harvest projections for the season (in lbs.).	BRADLEY	MCGLONE	SCHMITT
Bell Peppers			
Cherry			
Cucumbers			
Tomatoes			
Zucchini			
Other			

Please see District minimum requirements on page 18.

The District may require community events for farm tours: Is the vendor willing to Participate
 Yes No

Vendor cost per hour for farm tours \$

Vendor cost per hour for community events \$

DENVER PUBLIC SCHOOLS

2015-2016 School Year Calendar

First Day of School

JULY 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2015						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NON-STUDENT CONTACT DAYS

Planning/Professional Days (No classes for students)

August 17, 18, 19, 20, 21; October 19; January 4; June 3 (half day)

Total of 4.5 Planning days - teacher self-directed planning. Total of 4 professional days - principal/district directed. SLT/Principal to determine which non-student contact days are planning and which are professional.

Parent/Teacher Conference Day (No classes for students)

November 2 (Schools may modify the daily schedule for parent/teacher conferences to meet the needs of the school community. Schools will also determine dates and times for parent/teacher conferences during 2nd semester.)

Planning and Assessment Days (No classes for students)

February 28; April 11

All Schools; 1/2 planning; 1/2 assessment & data analysis day

Assessment Days (No classes for students)

All Schools; assessment and data analysis day - no classes October 20; January 5

MS/HS WALK-IN REGISTRATION

August 13, 14

VACATION/NO CLASSES

HOLIDAY/NO CLASSES

Independence Day - July 4

Labor Day - September 7

Thanksgiving Day - November 26

Christmas Day - December 25

New Year's Day - January 1

Martin Luther King Jr. Day - January 18

Presidents' Day - February 15

Cesar Chavez Day - March 31

Memorial Day - May 30

Last Day of School:
Half Day for Students

SEMESTER DATES

First Semester Begins 8/24; Ends 12/18

Second Semester Begins 1/6; Ends 6/3

STUDENT REPORT DAYS

76 Days 1st Semester

97.5 Days 2nd Semester

173.5 Total Days

TEACHER REPORT DAYS

84 Days 1st Semester

102 Days 2nd Semester

186 Total Days

END OF TERM-TO BE FOLLOWED BY REPORT CARDS

ES, ECE-8 and MS Trimester: November 13; February 26; June 3

6-12, High School 6 Weeks: October 2; November 13; December 18; February 19; April 8; June 3

6-12, High School 9 Weeks: October 23; December 18; March 11; June 3

The Calendar for the 2015-2016 school year is adopted by the Board of Education subject to the provision that if for any reason the School District must close schools for more than the time provided by the statutes, the adopted 2015-2016 calendar may be amended by the Board of Education to provide enough additional school days on Saturdays, during vacation, or at the end of the present calendar to meet legal requirements as required by the statutes.

Item Description	USDA (Grade #1 and #2 as listed in Appendix A) for all categories including defect definitions except for size and shape	School Order By	August thru October 2014 usage in lbs.	Approximate lbs./week (mid August thru October 2014)
Beets	Grade #1 and #2	Pound	1187	One time on the menu - 1187 lbs. per time
Bell Peppers (all Colors)	Grade #1 and #2	Pound	10497	954
Cherry Tomatoes	Grade #1 and #2	Pint	1792	163
Cucumbers	Grade #1 and #2	Pound	22409	2037
Kale	Grade #1 and #2	Pound	1636	Two times on the menu - 800 lbs. per time
Roma tomatoes	Grade #1 and #2	Pound	12634	1149
Zucchini	Grade #1 and #2	Pound	3542	322
	Total		53697	4881

The above list of items is the yearly usage for the District from August 1 – October 31, 2014. The listed items may change and the quantities listed are estimated quantities provided for the Vendor's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

CERTIFICATION REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No federal appropriated funds have been paid or will be, paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Company

Address of Company

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Instructions for Certification

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

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for Instructions.)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the 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 this 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, D.C. 20503.

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 <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. rhetorical 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: _____			5. If Reporting Entity In No. 4 Is 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: \$ _____		
10a. 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 Sec.319, ' Pub.L. 101-121, 103 Stat. 750, as amended by sec. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
/ /		Authorized for Local Reproduction Standard Form-LLL (1196)	

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

This disclosure 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 follow-up 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 full name, address, city, State and zip code of the reporting entity, include Congressional District, 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 to 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 (M).
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.