

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Supplier Contract No.		SC-00004901		
City & County of Denver		Date:	June 4, 2024	Revision No.	4	
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):	20-0623	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Best Way			
United States		Buyer:	Matt Monaghan			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8154			

Workday      DENVR0000098834    Phone:    303-778-0916      Email:    msudak@hotmailonline.com  
 Supplier ID:

Michael's of Denver Catering  
 6385 W 52<sup>nd</sup> Ave, 3A  
 Arvada, CO 80002  
 Attn: Michael Sudak

Ship To:    Various Locations  
  
 Bill To:    Accounts Payable  
               201 West Colfax Department 908  
               Denver, Colorado 80202  
               [invoices@denvergov.org](mailto:invoices@denvergov.org)

Colorado Secretary of State ID:20001254171  
 U.S. Federal SAM Registry Verification Date: 5/11/2020

--or--  
 As Specified By Agency

**1. Goods/Services:**

Michael's of Denver Catering, a Colorado Corporation, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

**4. Extension or Renewal:**

The effective period of this Master Purchase Order shall be from August 15, 2020 to and including August 14, 2021. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than four (4) yearly extensions, not surpassing August 14, 2025, shall be made to the original Master Purchase Order.

**5. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection and Acceptance:**

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of two million, nine hundred thousand dollars (\$2,900,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the City, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, et seq; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, Denver Revised Municipal Code § 1.1.7.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase

Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

**25. Records and Audits:**

Vendor shall maintain for three (3) years, four (4) months after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

In connection with the performance of work under this Master Purchase Order, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Vendor shall insert the foregoing provision in all subcontracts.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Vendor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Vendor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the

Vendor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Vendor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

### 32. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Michael's of Denver Catering  
(Company Name)

City & County of Denver, Purchasing Division

By:   
(Authorized Signature)

By: Elizabeth Hewes

Print Name: Michael Sudak

Print Name: Elizabeth Hewes

Title: President

Title: Associate Procurement Analyst

Date: 6-10-20

Date: July 20, 2020

Romero, Michael P. - Supervisor Initial: \_\_\_\_\_  
GS Buyer Supv Digitally signed by Romero, Michael P. - GS Buyer Supv  
Date: 2020.06.10 14:52:06 -0600

**This Master Purchase Order is contingent on Council action in accordance with 3.2.6. (e) of the City Charter and is void without such action.**

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) and / or P-Card transaction under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.  
General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on August 14, 2021.

Should you desire to extend this contract to and including August 14, 2022, please return this page with your signature as soon as possible.

Vendor Name: Michael's of Denver Catering  
(Company Name)

City & County of Denver, Purchasing Division

By: [Signature]  
(Authorized Signature)

By: Elizabeth Hewes

Print Name: Michael Sudak

Print Name: Elizabeth Hewes

Title: President

Title: Associate Procurement Analyst

Date: 6-14-2021

Date: 6/15/2021

Note: A 2.9% increase on all pricing has been approved. See A.19 for updated pricing.

Extension No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on August 14, 2022.

Should you desire to extend this contract to and including August 14, 2023, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: Michael's of Denver Catering  
(Company Name)

City & County of Denver, Purchasing Division

By: [Signature]  
(Authorized Signature)

By: Elizabeth Hewes

Print Name: Michael Sudak

Print Name: Elizabeth Hewes

Title: President

Title: Senior Procurement Analyst

Date: 8.10.22

Date: 8/10/2022

Note: See section A.19 for approved price increase

**Extension No. 3**

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 8/14/2023.

Should you desire to extend this contract to and including 8/14/2024, please return this page with your signature as soon as possible.

**Vendor Name:** Michael's of Denver Catering  
(Company Name)

**City & County of Denver, Purchasing Division**

By: [Signature]  
(Authorized Signature)

By: Elizabeth Hewes

Print Name: Michael Sudak

Print Name: Elizabeth Hewes

Title: President

Title: Senior Procurement Analyst

Date: 7.27.23

Date: 7/28/2023

Note: See Section A.19 for approved price increase.

**Extension No. 4**

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 8/14/2024.

Should you desire to extend this contract to and including 8/14/2025, and revise the aggregate amount to \$ \$2,900,000.00, please return this page with your signature.

**Vendor Name:** Michael's of Denver Catering  
(Company Name)

**City & County of Denver, Purchasing Division**

By: [Signature]  
(Authorized Signature)

By: Matthew Monaghan

Print Name: Michael Sudak

Print Name: Matt Monaghan

Title: President

Title: Senior Procurement Analyst

Date: 06/10/2024

Date: 6/10/2024

Note:

Supervisor Approval: bdh



## EXHIBIT "A"

Vendor: Michael's of Denver Catering  
 Title: Denver Tasty Foods  
 Solicitation No.: 0811A

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**It is recommended that you use your Supplier Contract No. SC-00004901, in all future correspondence and/or other communications.**

Description of the goods, and services related thereto, being purchased and pricing:

## SCOPE OF WORK AND TECHNICAL REQUIREMENTS

**A.1 PROGRAM DESCRIPTION:**

Denver's Tasty Food Program strives to help children in Denver get the nutrition they need to learn, play, and grow. It encourages healthy eating habits leading to normal weight ranges and a positive self-image. Tasty Food is a program of the City and County of Denver, administered by the Office of Children's Affairs.

Tasty Food delivers free and nutritious meals to children 18 and under in the Denver community. Program sites are located throughout Denver and include but are not limited to park and recreation centers, nonprofit organizations, senior centers, and local faith-based organizations.

Summer Food Service Program (SFSP) operates during Denver Public Schools' (DPS) summer break, typically the first full week in June through the third week in August. Year 2020 operation dates are Monday, June 1<sup>st</sup> through Saturday, August 15<sup>th</sup>.

The At-Risk After School Meal Program (ARAS) operates during DPS school year, typically the fourth week in August through the first Friday in June. Year 2020-21 ARAS operation dates are Monday, August 17, 2020 through Friday, June 4, 2021. Tasty Food uses these two USDA-funded programs to provide meals to Denver's children and youth.

Tasty Food is projecting 180,000 meals (breakfast, lunch, supper, and snacks) will be served annually across SFSP and ARAS. During SFSP, the City serves between 60,692 and 70,094 meals at approximately 30-32 sites. During ARAS, the City serves between 74,598 and 114,668 meals at approximately 23-26 sites.

For additional information on the SFSP, please refer to the following websites:

- <http://www.cde.state.co.us/nutrition/nutrisummer>
- <https://www.fns.usda.gov/sfsp/summer-food-service-program>

For additional information on the ARAS, please refer to the following websites:

- <https://www.colorado.gov/pacific/cdphe/meal-pattern-policies-and-memorandums>
- [https://drive.google.com/file/d/1\\_rnQdEp\\_TV\\_61G3BBY\\_xokPjVW\\_kFwA5/view](https://drive.google.com/file/d/1_rnQdEp_TV_61G3BBY_xokPjVW_kFwA5/view)

**A.2 SCOPE OF WORK:**

1. FSMC will prepare meals which meet the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern (Section E.5) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP) and the CACFP Meal Pattern, Title 7 CFR 226 Child and Adult Care Food Program.
  - a. The City seeks a menu that has variety and food appeal to ensure that the meals are being well received and consumed by the children
  - b. FSMC will provide meals of quality standards and sizes.
  - c. Meals must conform to the cycle menus, quality standards, and food specifications approved by Colorado Department of Education (CDE) and Colorado Department of Public Health and Environment (CDPHE) that the bid was based upon.
  - d. FSMC will include milk with meals.
  - e. FSMC will include napkins and utensils with meals.
  - f. FSMC will prepare all meals as specified by the CDE Office of School Nutrition, CDPHE, and Child and Adult Care Food Program (CACFP).

2. Under Title II of the Americans with Disabilities Act (ADA), the City & County of Denver is required to ensure that our programs, services, and activities are accessible to persons with disabilities. This requirement also extends to any vendor contracted by the City & County of Denver to provide a program, service, and activity.

Under this requirement, any official communication from the City & County of Denver, intended for the general public and/or participants in any official City program, must be accessible for individuals with disabilities. Moreover, any communication with persons with disabilities must be as effective as communication with others. Persons with disabilities must be afforded the opportunity to access the same information and engage the same services and do so with substantively equivalent ease.

The vendor will:

- a. Provide menus a minimum of 5 to 7 business days prior to the start of a month, that are accessible to persons with disabilities, including:
    - individuals who are blind or have limited vision,
    - are Deaf or hard of hearing,
    - have mobility or dexterity limitations,
  - b. Products should meet applicable accessibility requirements (minimum WCAG 2.0 AA, Section 508 of the Rehabilitation Act of 1973), including, but not limited to:
    - Appropriate color contrast ratio between text and background,
    - Logical structure and sequencing of text,
    - All text can be accessed by keyboard navigation,
    - Navigation is consistent,
    - Significant information is not indicated solely by use of color for emphasis.
  - c. In the case of inaccessible features or characteristics, provide options for improving accessibility through easily effected alternatives;
  - d. Provide the City & County of Denver with documentation of the methods used to determine accessibility (i.e. manual and automated testing)
  - e. Be willing to modify any completed product as needed to enhance accessibility.
  - f. FSMC and the City must follow current federal and state regulations regarding meals provided to children with special dietary needs for enrolled students.
    - <https://www.cde.state.co.us/nutrition/nationalschoollunchprogramrequirements#specialdietaryneeds>
    - Exceptions for disability reasons: FSMC must make modifications in meals for children who are considered to have a disability under 7 CFR 15b.3 and whose disability restricts their diet. Modifications must be made on a case by case basis. Meal modifications that fall outside the required meal pattern can be made when supported by a written medical statement. Modifications that can be made within the required meal pattern at the discretion of the FSMC and sponsor
    - Exceptions for non-disability reasons: FSMC, with instructions from the sponsor, may make modifications for children without disabilities who cannot consume the regular meal because of ethical, cultural, religious reasons or other preferences. Modifications made for dietary preferences must meet meal pattern requirements established under 7 CFR 210.10 and 7 CFR 220.
    - Meal modification approval: The approval for meal modifications must remain in effect until the medical authority or the child's parent or legal guardian revokes such request, or until such time as the FSMC and sponsor changes their meal modifications policy.
    - Required Documentation: Information about meal modifications must be included in the following documents: (1) medical statements or preference forms, (2) production records (3) recipes (4) HACCP plans and (5) meal counting and claiming tracking. Production records should indicate the meal substitutions/accommodations and the number of meal served for special diets.
3. Child Nutrition program operators and sponsors must follow all civil rights regulations to ensure all eligible persons receive program benefits in a non-discriminatory manner. Civil rights are the nonpolitical rights of citizen; the rights of personal liberty guaranteed to U.S. citizens by the 13th and 14th Amendments to the U.S. Constitution and acts of Congress. Please see [https://drive.google.com/file/d/1A3r8gJ-MsOu8p2QcqbogrVS5QJQMzjo\\_/view](https://drive.google.com/file/d/1A3r8gJ-MsOu8p2QcqbogrVS5QJQMzjo_/view). The FSMC will follow all civil rights requirements outlined in the following web link and will include the non-discrimination statement on all program material. <https://www.cde.state.co.us/nutrition/nationalschoollunchprogramrequirements#civilrights>
4. FSMC will provide menu, fruit rotation and compliance documents that align with CDE and CDPHE regulations at a minimum of 5 to 7 business days prior to the start of the month.

5. FSMC will directly deliver all meals to each designated food site on a daily basis (Monday through Friday).
  - a. Single deliveries for multiple meals (e.g. breakfast and lunch) are allowed only at those sites that are equipped with adequate storage and holding equipment.
6. FSMC will accept orders through an online ordering system from the City or directly from the City's meal site personnel. FSMC will also provide an ability for the City to make adjustments after the order has been submitted. Order adjustments will take place within an approximate 24-hour window. Order adjustments will be allowed due to inclement weather. The City will provide the successful FSMC a list of meal sites and personnel who are authorized to place orders.
7. FSMC shall maintain full and accurate records for a period of three (3) years and four (4) months after the end of the program year, which document:
  - a. Menus provided during the term of this agreement.
  - b. A listing of components of each meal.
  - c. An itemization of the quantities of each component used to prepare each meal.
  - d. FSMC will supply the City with copies of the food preparation records at the end of each month.
  - e. FSMC will supply the City a year-end financial statement by January 31 of each year.
  - f. All books and records are made available to representatives of the State, USDA, and US General Accounting Office as well as CDE and CDPHE at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.
  - g. The FSMC will provide reports in accordance with applicable federal, state, or local laws, statutes, ordinances, rules, regulations policies, procedures, or directives.
  - h. FSMC will present to the City an invoice accompanied by food preparation and other requested records and reports no later than the 10th day of each month, which itemizes the previous month's delivery. FSMC must provide invoice in both PDF and Microsoft Excel formats.
  - i. FSMC will retain a list of approved SFSP and ARAS sites and their average daily participation provided by Tasty Food.
  - j. Authorized representatives of the City, CDE, CDPHE, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on site administrative reviews of the food service operations.
8. FSMC shall ensure all quality, health, and sanitation requirements are met at all times which include but are not limited to the following:
  - a. Meals will be prepared under the appropriate, controlled temperatures and assembled not more than 24 hours prior to delivery.
  - b. Perishables will be cooled/refrigerated/warmed during preparation and transported in a manner consistent with USDA standards and all laws to ensure safe food handling procedures.
  - c. Contractor shall ensure the meal preparation site is periodically inspected by local health authorities or independent agencies.
  - d. FSMC will submit results of the inspection to City and SFSP/ARAS representatives within one week after an inspection is conducted.
  - e. During food preparation, the FSMC should regularly inspect and measure items to ensure correct sizes and weights.
9. FSMC must be registered with CDE. Any FSMC not currently registered will be required to register (forms are all online: <http://www.cde.state.co.us/nutrition/nutrifsmc>) and contact and contact CDE OSN at [nutrition@cde.state.co.us](mailto:nutrition@cde.state.co.us).
10. Meal delivery and assembly shall not be subcontracted.
11. Vendor will be required to turn in quarterly reports (in template provided) to Office of Children's Affairs staff in an electronic format
12. FSMC will consider "voice of the customer" via youth surveys and/or sampling new dish ideas at a variety of TF sites and/or other method deemed appropriate between OCA and FSMC.
13. FSMC will assist with the twice annually training of site staff, whether virtual or in person. This includes presenting on delivery information, food safety, inclement weather and other protocols deemed necessary.

### A.3 REQUIREMENTS FOR MEALS:

Contractor will prepare meals which meet or exceed the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP), and the following website for ARAS:

- o [https://drive.google.com/file/d/1\\_mQdEp\\_TV\\_6lG3BBY\\_xokPjVW\\_kFwA5/view](https://drive.google.com/file/d/1_mQdEp_TV_6lG3BBY_xokPjVW_kFwA5/view)

Meals must conform to the cycle menus of meals actually ordered, quality standards, and food specifications (including required language on monthly menus) approved by CDE and/or CDPHE or required by the SFSP/ARAS.

All meat and meat products will have been slaughtered, processed and manufactured in plants inspected under a USDA approved inspection and bear the appropriate seal.

Meals served during the program must be reflective in appearance, quantity, and nutritional quality as provided by FSMC in their proposal.

Optimally, the FSMC will provide meals that are nutritious (for example, contain minimal trans-fat and no high fructose corn syrup, no fried food, no artificial ingredients, hormone-free, preservative-free, antibiotic-free and organic) meeting USDA standards. Commodities shall not be used to prepare meals.

See USDA *Food Buying Guide for Child Nutrition Programs* for further information or clarity on SFSP/ARAS Meal Pattern Requirements.

- <https://www.fns.usda.gov/tn/food-buying-guide-school-meal-programs>

All meals must be wholesome at the time of delivery and meet the SFSP/ARAS meal requirements. Any meals, which do not comply with the requirements and specifications herein, will be rejected, and FSMC agrees to forfeit payment for rejected meals; unless FSMC is able to remediate problem(s) prior to the start of meal service. The City reserves the right to reject meals and deny payment to FSMC under the following circumstances:

1. An imbalance between the number of milks and the number of meals
2. Meals with components that are less than the required size, weight, or temperature
3. Incomplete meals
4. Meals that are improperly packaged, i.e. containers that are broken, torn, or open
5. Meals that are wholly or partially spoiled or unfit to eat
6. Frozen meals
7. Same fruit or vegetable component used to meet 3/4 c. fruit/vegetable requirement
8. Changing meals or substituting components without the City's prior approval
9. Meals that are not delivered according to the established delivery schedule
10. Meals that do not meet the minimum requirements established by CDE and CDPHE.
11. Meals that do not otherwise meet the meal requirements applicable to Tasty Food
12. Meals that vary from the menu cycle, e.g. same fruit/meals/snacks provided week after week

The City will monitor this program. For detailed information on the monitoring process, refer to the following:

- [https://www.fns.usda.gov/sites/default/files/sfsp/Monitors\\_Guide.pdf](https://www.fns.usda.gov/sites/default/files/sfsp/Monitors_Guide.pdf)
- [https://drive.google.com/file/d/1\\_rnQdEp\\_TV\\_61G3BBY\\_xokPjVW\\_kFwA5/view](https://drive.google.com/file/d/1_rnQdEp_TV_61G3BBY_xokPjVW_kFwA5/view)

#### **A.4 NUTRITIONAL IMPROVEMENTS:**

USDA nutritional guidelines ensure that children are receiving healthy meals with the proper amounts of grains, produce, dairy, and meat or meat alternatives. While this provides a good foundation for quality meals, nutritional improvements can be made. Examples include exchanging a white flour bun for two slices of whole wheat bread, offering fresh fruits and vegetables instead of juice, offering nonfat/low-fat options. Milk and cheeses can be low in fat. Whole grain breads, rolls, buns, and pastas can be used whenever economically feasible. Foods can be baked or stir-fried instead of deep-fried.

For additional information on nutritional guidelines, refer to the following:

- <https://www.fns.usda.gov/sites/default/files/sfsp/NutritionGuide.pdf>
- <https://www.colorado.gov/pacific/cdphe/meal-pattern-policies-and-memorandums>

#### **A.5 MENU-CYCLE CHANGE PROCEDURE:**

Once a menu cycle has been approved, changes proposed by the FSMC to the cycle may be made only when agreed upon by the City. In such instances, the City will be contacted by phone or email by the FSMC so that substitutions can be agreed upon and approved. The FSMC will document the changes and email a copy to the City.

The City reserves the right to request menu changes, subject to the allowable rate of reimbursement established by the SFSP/ARAS, if meals are not being well received (consumed) by the children.

When an emergency situation exists, which prevents the FSMC from providing a specified meal or meal component, the FSMC will notify the City immediately so substitutions can be agreed upon.

**Selected FSMC shall have draft of full menus submitted for approval 45 calendar days in advance of the start of each program.**

#### **A.6 MILK PRODUCT SPECIFICATIONS:**

Milk and milk products are defined as "...fluid types of pasteurized whole milk, low fat milk, skim milk, or cultured buttermilk, which meet state and local standards for such milk..." Milk delivered for the program will conform to these specifications.

1% Milk is preferred.

#### **A.7 TEMPERATURES:**

Temperature, delivery, and preparation of food is critical and adds to nutritional quality.

Meals shall not be prepared more than 24 hours in advance of consumption to maximize freshness of the meal. Proper temperatures shall be maintained during the preparation and delivery of all meals to insure wholesomeness of food at the time of delivery and in accordance with State and local health codes. Food must be delivered at its appropriate temperature. Frozen food will not be accepted. Foods that are delivered without appropriate temperature regulation (in an un-refrigerated truck or come frozen) will not be accepted.

#### **A.8 METHOD OF PACKAGING, DELIVERY, AND STORAGE:**

The City anticipates the FSMC will:

1. Deliver food directly to each of the meal sites for distribution to youth by trained staff at that site
2. Provide warming storage equipment at selected meal sites as necessary. This equipment will remain the property and responsibility of the FSMC.

Section E.7 is a list of the City's *current* food service sites (sites list provided to demonstrate scope of work). FSMC will be expected to provide food warming equipment for approximately two (2) to four (4) sites. FSMC will be expected to transport equipment owned by OCA between Tasty Food sites. The FSMC will be responsible for developing an agreement with the City for the use of storage units at each meal site. The FSMC will be required to create a schedule for delivery to each site based on acceptable delivery windows as outlined by the City. All sites are indoors sites and services are still expected during inclement weather.

The City reserves the right to add or delete food service sites by amendment of the initial list of approved sites in this RFP and make changes in the approved level for the maximum number of meals which may be served under the program at each site.

Supplies of utensils and/or condiments not requiring refrigeration can be provided in advance to cover any minor shortage; however, this in no way reduces FSMC's obligation to make its best effort to provide them as part of the packaged, daily, delivered meal.

#### **A.9 NONPERFORMANCE OR NONCOMPLIANCE:**

In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the City for any excess costs the City incurs by obtaining meals from another source.

The FSMC agrees to forfeit payment for meals that are not ready within 1 hour of delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement.

Neither the CDE, CDPHE, nor the USDA assumes liability for payment of any differences between the number of meals delivered by the FSMC and the number of meals served by the City that are eligible for reimbursement.

The City shall reserve the right to hold the FSMC accountable for failure to comply with a contract or purchase order that is awarded based on this RFP.

#### **A.10 STATE AGENCY AUDITING**

CDE and CDPHE will conduct administrative reviews of the sponsor's operations and the results of the review may affect the amount of reimbursement a sponsor will receive and the payment to the FSMC. CDE and CDPHE must also inspect the FSMC's facilities as part of the sponsor review.

### **A.11 REQUIRED VENDOR REPORTS:**

1. Record of Monthly Menus
2. Production Records
3. Local Food Sourcing Report (Section B.15)

Nutrition Guide and Administrative Guidance Websites:

- <https://www.fns.usda.gov/sites/default/files/sfsp/NutritionGuide.pdf>
- [https://www.fns.usda.gov/sites/default/files/sfsp/SFSP\\_Admin\\_Guide\\_Sept2016.pdf](https://www.fns.usda.gov/sites/default/files/sfsp/SFSP_Admin_Guide_Sept2016.pdf)
- [https://drive.google.com/file/d/1\\_rnQdEp\\_TV\\_61G3BBY\\_xokPjVW\\_kFwA5/view](https://drive.google.com/file/d/1_rnQdEp_TV_61G3BBY_xokPjVW_kFwA5/view)

### **A.12 LOCAL FOOD SOURCING:**

The City has set a goal to acquire at least twenty-five percent (25%) of food purchased through its supply chain from sources that are grown or processed entirely within Colorado, by 2030. Although compliance with this goal is not a requirement of this MPO, the City will request an annual Local Sourcing Report from the awarded FSMC. In the event that the City adopts the Good Food Purchasing Program standards, an awarded vendor may be required to provide procurement information as required by the Good Food Purchasing Program and information, including documentation, of processes used to track local purchases.

As guidance for calculating and preparing a proposal that will comply with reporting, please note the following:

- “Food” as used here includes both food and beverages, e.g. milk, juice, etc.
- Food is deemed “grown in Colorado” if the farm, ranch, or orchard on which the food is grown is physically located in Colorado.
- Food is deemed “processed in Colorado” if the plant at which processing takes place is physically located in Colorado. “Processing” refers to the work done to convert raw agricultural products into the form in which the food is delivered to the City. Processing includes, by way of example (and not limitation), salting, smoking, pickling, preserving, freeze drying, canning, bottling, distilling, brewing, grinding, roasting, malting, baking, cooking, pasteurizing, homogenizing, etc. Food that goes through any such process in Colorado is deemed processed in Colorado regardless of whether any of the ingredients in the final product were grown in Colorado. Again by way of example, and not limitation:
  - If fruit is imported into Colorado and then converted to juice in Colorado, the resulting juice product is deemed to be processed in Colorado.
  - If cabbage is imported into Colorado and then converted to coleslaw or sauerkraut in Colorado, the resulting product is deemed to be processed in Colorado.
  - If milk is imported into Colorado and then converted to cheese or ice cream in Colorado, the resulting product is deemed to be processed in Colorado.
- So long as a food product is grown OR processed in Colorado, it meets these standards.
- Compliance will be based on the total dollar value of all locally grown or processed food that the awarded FSMC sells to Denver in a given year as a percentage of the total dollar value of all food that FSMC sells to Denver in a given year on a contract-by-contract basis. For Vendors with more than one contract with Denver to supply food, the Vendor shall do the annual compliance calculation on a contract-by-contract basis.
- Distribution of food is not the same as growing or processing it. The addresses of a food distributor, its warehouses, and its business offices are irrelevant. Compliance is based on the physical address at which a given food product is grown and/or processed.

### **A.13 PROGRAM GROWTH**

As Denver Tasty Food Program grow, the City reserves the right to add additional sites and increase meals. The City will notify FSMC of additional sites in advance to allow FSMC time to incorporate them into their delivery routes. Since its first full year of operation through 2019, Tasty Food has served between 132,966 to 190,327 meals. In 2018, Tasty Food served 179,838 meals and in 2019, Denver's Office of Children's Affairs estimates 164,582 meals to be served. During ARAS, 14 to 29 sites have operated since the program's inception, while during SFSP, 28 to 37 sites have operated. During 2019, there were 24 ARAS sites and 34 SFSP sites. 21 sites operate both ARAS and SFSP.

**A.14 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**A.15 PROPOSAL AND PERFORMANCE BONDS AND SURETIES**

The Vendor will be required to furnish a performance bond, in the amount of \$25,000. The Vendor must obtain a performance bond from a surety company listed in the current United States Department of Treasury Circular 570. The Circular is available from the Government Printing Office for a small fee. FSMCs may obtain a copy by calling (202) 512-1800 or downloading the file from [fiscal.treasury.gov/surety-bonds/circular-570.html](https://fiscal.treasury.gov/surety-bonds/circular-570.html). When performance bond is furnished by the Vendor, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed.

Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds. The Vendor must furnish a copy of the bond to the City within 10 days of the contract's award.

**A.16 PRICING INFORMATION:**

Pricing must include price of food, milk, packaging, transportation, and all other related cost (e.g. utensils, napkins, fuel charges, etc.).

FSMC's who would like to provide nutrition education to compliment the food program will do so at the FSMC's own cost. The City will not provide duplication or distribution services.

FSMC acknowledges that all payments are subject to the applicable rate of reimbursement allowed by the SFSP/ARAS. The FSMC further acknowledges that all payments by the City under a resulting Purchase Order, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of SFSP/ARAS. In the event federal funds, or any part thereof, are not awarded or reimbursed to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the FSMC by revising the scope of services and budget, or it may terminate the resulting Agreement.

**A.17 ACCEPTANCE AND BILLING**

Invoices must be summarized to show the total number of meals (and milk as applicable) included in the delivery to each site on each day.

Additional copies of invoices may be requested. Dates on invoices must match dates of delivery. The FSMC shall submit revised, daily invoices when necessary to credit the City for any meals not accepted by the City due to crushing, spoilage, or other negligence.

**A.18 BIENNIAL PRICING UPDATES:**

The Fixed fee per meal/Meal Equivalent may be increased on an annual basis for each program (SFSP and ARAS) on the anniversary for each program. Proposed price increases will not exceed the following Consumer Price Index (CPI) by the Yearly Percentage Change in the CPI for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home. All price increases must be submitted at a minimum 2 months before anniversary of each program. (E.g. SFSP's proposed price increase will be by April 1 of each year.)

Prices established in the contract resulting from this RFP shall remain firm through the term of each program. Both SFSP and ARAS have their own pricing rates. SFSP rates are published each February and ARAS each July.

The process by which the biannual price adjustments will be handled is as follows. If the FSMC is seeking a price increase for the upcoming program term, the FSMC shall submit a request in writing (to the City Buyer listed on the cover page of this RFP) for a price increase, no later than fifteen (15) days prior to the start of each program. The City shall respond in writing on whether or not the requested price increase is agreeable and in alignment with CPI data and CO State reimbursement rates, and a formal revision to the resulting contractual agreement shall be issued by the City to implement the price increase(s) as allowed.

As a reminder, FSMC fees may be increased only up to the Consumer Price Index (CPI) for Meals away from Home. Fee increases, including Allocated Charges, must be linked to the stated CPI. The CPI for 2019 through November 2019 is 3.2%.

**A.19** CURRENT ITEMS PRICING:

Proposal Item №	Description	Unit Price
1	ARAS Snack Meal	<del>\$0.89</del> <del>\$0.92</del> <sup>CPI 4/14/2021</sup> <del>\$1.03</del> <sup>CPI 7/21/2023</sup> \$1.07
2	ARAS Lunch/Supper Meal	<del>\$3.59</del> <del>\$3.69</del> <sup>CPI 6/14/2021</sup> <del>\$4.13</del> <sup>CPI 7/21/2023</sup> \$4.30
4	SFSP Snack Meal	<del>\$0.89</del> <del>\$0.92</del> <sup>CPI 4/14/2021</sup> <del>\$1.03</del> <sup>CPI 7/21/2023</sup> \$1.07
5	SFSP Lunch/Supper Meal	<del>\$3.59</del> <del>\$3.69</del> <sup>CPI 6/14/2021</sup> <del>\$4.13</del> <sup>CPI 7/21/2023</sup> \$4.30
6	SFSP Breakfast Meal	<del>\$2.07</del> <del>\$2.13</del> <sup>CPI 6/14/2021</sup> <del>\$2.19</del> <sup>CPI 7/21/2023</sup> \$2.49