


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No. 0771A0112	
City & County of Denver		Date: 2/12/2015	Revision No. 3
Purchasing Division		Payment Terms Net 30	
201 West Colfax Avenue, Dept. 304		Freight Terms DESTINATION	
Denver, CO 80202		Ship Via	
United States		Buyer: Roger Celius	
Phone: 720-913-8100 Fax: 720-913-8101		Phone: 720-913-8116	

Vendor: Revolution Foods, Inc. Phone: 720-381-3653 Fax: 720-881-4185

Revolution Foods, Inc.
6360 E. 58th Ave. Unit H
Commerce City, CO 80020
Attn: Patrick Donovan

Ship To: Various City Locations

Bill To: Various City Agencies

1. Goods/Services:

Revolution Foods, Inc., a California 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 October 1, 2014 to and including September 30, 2015, which represents the 2014-2015 At-Risk Afterschool Meals program year. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions.

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:

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 (3) 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 Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

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 Master 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 **Six Hundred and Fifty Thousand dollars (\$650,000)**. 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 Manager of General Services or his 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 Master 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 Master 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 Master 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. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

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 Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this 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 Purchase Order shall not act as a waiver of Vendor's breach of this 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 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 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 Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this 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 Contractor 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/expiry 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 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, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

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. 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division


Vendor Name: REVOLUTION FOODS, INC.
(Company Name)

By: 
(Authorized Signature)

Print Name: RICH SIKORAL

Title: VP SUPPORT SERVICES

Date: 02/18/2015

By: 

Print Name: Megan de Groed

Title: Buyer

Date: 2/18/2015

EXHIBIT "A"

Vendor: Revolution Foods, Inc.
 Title: DENVER SUMMER FOOD SERVICE PROGRAM
 Master Purchase Order No.: 0771A0112

It is recommended that you use your Master Purchase Order No. – 0771A0112, in all future correspondence, billing, invoicing or other communications.

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

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF WORK:

1. Contractor will prepare snacks, and/or supper during the program months on specific days which meet the minimum requirements as to the nutritional content as specified by the CACFP Meal Pattern Requirements as specified in 7 CFR 226.20 (See Exhibit C). Additional guidelines can be found at:http://www.fns.usda.gov/cnd/Care/ProgramBasics/Meals/Meal_Patterns.htm.
2. Contractor will prepare all snacks, and/or supper as specified by the Colorado Department of Public Health and Environment (CDPHE).
3. Meals must conform to the cycle menus, quality standards, and food specifications approved by the Colorado Department of Public Health and Environment (CDPHE) that the bid was based upon.
4. 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.
5. Contractor will provide healthy food to children with minimal preservatives and artificial ingredients.
6. The City is reimbursed on a cash-in-lieu rate by CACFP; therefore the use of commodity food products is not allowed in the meals.
7. Contractor will provide meals of quality standards and size as bid.
8. Meals will be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
9. Perishables will be cooled/refrigerated during preparation and transported in a manner consistent with USDA standards and all laws ensuring safe food handling procedures.
10. Contractor will deliver all meals to the designated snacks and supper food sites or designated drop off sites.
11. Contractor will provide snacks, and/or supper on a daily basis (Monday through Friday) for the period beginning October 1, 2013 and ending no later than September 30, 2014, as requested by the City for distribution to those children who qualify under the At-Risk Afterschool Meals Program.
12. The Contractor will accept orders from the City or directly from the City's Site Sponsors. The City will provide the successful contractor a list of Site Sponsors and personnel who are authorized to place orders.
13. Contractor will include milk with meals and must provide containers that will keep milk at 41 degrees or lower.
14. Contractor will include napkins and utensils with meals.
15. Meals will not be subcontracted for the total meals, with or without milk, or for the assembly of the meals.
16. The City will not be obligated to pay for meals that are found (during delivery inspection or during meal service) to be of unacceptable quality (moldy bread, rotten fruits or vegetables, overcooked or burned food, spoiled milk, etc.) or meals that do not meet the USDA guidelines, as detailed in Section B.5, or are delivered outside of the agreed upon delivery time.

17. Contractor will maintain full and accurate records, which document:
 - a. The menus provided to the agency 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 said meal.
18. Contractor will supply the sponsor with copies of the food preparation records at the end of each month.
19. Contractor will supply copies of their health certification for the food service facility in which meals will be prepared.
20. Contractor ensures that the meal preparation site is periodically inspected by local health authorities or independent agencies to determine bacteria levels. Contractor will promptly submit results of the inspection to CACFP representative.
21. The Contractor will provide reports in accordance with applicable federal, state, or local laws, statutes, ordinances, rules, regulations policies, procedures, or directives.
22. Contractor 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.
23. Contractor will retain a list of approved CACFP sites and their average daily participation provided by the City.

A.2 VENDOR REQUIREMENTS:

- The FSMC shall operate in accordance with current program regulations, 7 Code of Federal Regulations Part 226.
- Weekly menus meeting the meal and snack requirements specified in USDA Regulations, 7CFR Part 226.20, must be received by the Program Sponsor 10 working days prior to the week of service. Meal and snack menus will be reviewed by the Program Sponsor to insure nutritional standards, variety, and suitability for the age group.
- The Center shall call in number of meals 5 days in advance.
- Menus are subject to change by the FSMC due to outages and shortages beyond its control. The Center must receive prior notification in such instances.
- All special meals and/or snacks requested by the Center shall be submitted the FSMC in writing no later than 7 day(s) prior to being served and are subject to the FSMC's approval, based on FSMC's ability to provide the special service. This notice shall include any specific instructions for preparation.
- Donated commodities will not be used in the preparation of meals.
- All food will be delivered by the FSMC or picked up by the Center in accordance with the schedule included on the Site Information Form that is attached.
- The FSMC shall provide to the Center on a monthly basis:
 - Itemized statement showing daily quantities, unit price and total bill for food provided.
 - Daily record of the numbers of suppers, and snacks provided each day.
 - Delivery invoices signed by designee of the Center certifying quantity and quality.
- The Center shall remit payment for invoices submitted in accordance with the preceding paragraph within 10 calendar days.

- Any increase in meal prices during the term of this Agreement would initiate discussion between the FSMC and the Program Sponsor. Any and all adjustments in rates, provisions, or program will be by mutual agreement between the FSMC and the Program Sponsor.
- The FSMC shall maintain such records as follows to document food costs:
 - Delivery invoices signed by a designee of the Site Sponsor certifying that quantities and quality meet specifications.
 - Itemized statements showing quantities, unit prices and total bill for food delivered each month.
 - Receipts for payment of food service.
 - Records of discounts if not reflected on itemized bill.
 - Menu and production records reflecting actual types and amounts of food delivered.
 - Cycle menus to be used. If these are changed during the contract period, revised menus shall be submitted to the Site Sponsor.
- These records shall be available for inspection and audit by representatives of the CDPHE-CACFP, of the USDA, and of the U.S. General Accounting Office at any reasonable time and place for a period of 3 1/3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the CDPHE-CACFP or the USDA remains unresolved, until such time as the audit is resolved.
- The applicant agrees to comply with all federal, state and local laws and regulations applicable to CACFP program and with all laws, rules policies, procedures, and guidance of the State of Colorado and the City and County of Denver. See Exhibit B.
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- The FSMC certifies, by execution of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or is voluntarily excluded from participation in the transaction by any Federal Department or Agency.

A.3 REQUIREMENTS FOR MEALS:

Meals must conform to the cycle menus of meals actually ordered, quality standards, and food specifications approved by CDPHE or required by the CACFP.

The contractor will provide snacks or supper that are nutritious (for example, contain minimal trans fat- and minimize the use high fructose corn syrup, fried food and artificial ingredients), and are hormone-free, antibiotic-free and organic meats meeting USDA standards.

Meals may not be subcontracted.

Contractor will include milk with meals and must provide containers that will keep milk at 41 degrees or lower.

All meals must be wholesome at the time of delivery, and meet the CACFP meal requirements. Any meals, which do not comply with the requirements and specifications herein, will be rejected, and contractor agrees to forfeit payment for rejected meals. The City reserves the right to reject meals and deny payment to Contractor 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 meals
5. Meals that are wholly or partially spoiled
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 on time,
10. Meals that are unwholesome
11. Meals that do not otherwise meet the meal requirements applicable to the Snacks and Supper Food Program
12. Meals that vary from the menu cycle

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 contractor's obligation to make its best effort to provide them as part of the packaged, daily, delivered meal.

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

<http://www.fns.usda.gov/cnd/care/Publications/pdf/atriskhandbook.pdf>

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/lowfat options. Milk and cheeses can be low in fat. Whole grain breads, rolls, buns and pastas can be used whenever economically feasible, and low fat oatmeal raisin cookies can be offered in place of full fat chocolate chip cookies. Foods can be baked or stir-fried instead of deep fat fried.

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

<http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618272621>

A.5 FOOD SPECIFICATIONS:

All meat and meat products will have been slaughtered, processed and manufactured in plants inspected under a US Department of Agriculture approved inspection and bear the appropriate seal. All meat and meat products must be sound sanitary and free of objectionable odor or signs of deterioration on delivery.

A.6 PRODUCT SPECIFICATIONS:

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored 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 for CACFP.

A.7 TEMPERATURES:

Temperature, delivery, and preparation of food are critical and add to nutritional quality.

Meals shall not be prepared earlier than 24 hours in advance of children's eating to maximize freshness of the food. Proper refrigeration shall be maintained during the preparation and delivery of all food to insure wholesomeness of food at the time of delivery and in accordance with State and local health codes. Cold food is to be maintained at 41 degrees Fahrenheit or lower. Hot foods will be maintained at 135 degrees Fahrenheit. Food must be delivered at an appropriate temperature; frozen sandwiches 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 PACKAGING & DELIVERY:

All snacks and supper will be delivered to the CACFP Snacks and Supper sites.

Contractor will provide snacks, and supper on a daily basis as requested by the City for distribution to those children who qualify under the CACFP.

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.

A.9 HEALTH AND SANITATION REQUIREMENTS:

The contractor shall provide the City with a copy of the current health certifications for the food service facility in which it prepares meals for the City. The contractor shall ensure that all health and sanitation requirements of the Colorado Uniform Retail Food Facilities Law, Chapter 4 of the Colorado Health and Safety Codes, are met at all times including that the meal preparation site is periodically inspected to determine bacteria levels and to promptly submit results of the inspections to the City and/or the Colorado Department of Education representative.

Contractor will supply the City with copies of the food preparation records at the end of each month.

A.10 MENU-CYCLE CHANGE PROCEDURE:

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

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

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

The City reserves the right to suggest menu changes throughout the term of the contract when they can be accommodated within the cost structure of the selected contractor.

A.11 MENU ITEMS:

Meals served during the program must be reflective in appearance, quantity, and nutritional quality of samples provided by contractor at bid opening.

Please see U.S.D.A. "Food Buying Guide for Child Nutrition Programs" for further information and/or clarity on CACFP Meal Pattern Requirements.

A.12 PRICING:

Pricing must include price of food, milk, packaging, transportation from preparation facility to the CACFP distribution center (location to be determined) in Denver and all other related cost (e.g. utensils, napkins, fuel charges, etc.).

Pricing may be given for the full contract. The contractor may offer other pricing suggestions including delivery to 20-25 sites.

Contractors who would like to provide nutrition education to compliment the Snacks and Supper program will do so at the contractor's own cost.

Contractor acknowledges that all payments are subject to the applicable rate of reimbursement allowed by the CACFP. The Contractor 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 CACFP. In the event that 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 Contractor by revising the scope of services and budget or it may terminate this Agreement.

A.13 SNACKS AND SUPPER FOOD SERVICE SITES:

Section E.7 is a list of the currently available City of Denver's Snacks and Supper food service sites. Additional sites may be added or dropped from program. Delivery of snacks, and supper will be to the CACFP distribution center (location to be determined) in Denver.

The site list is provided to demonstrate scope of work.

A.14 METHOD OF FOOD DELIVERY AND STORAGE:

The City anticipates that the contractor will:

1. Delivery food to the service sites for distribution by the site sponsor

And

The successful contractor will be responsible for developing an agreement with the site sponsor for the use of storage units. The successful contractor will be required to create a schedule for all delivery sites based on acceptable delivery windows as outlined by the Site Sponsors.

A.15 RECORD KEEPING:

Contractor will maintain full and accurate records, which document:

1. The menus provided to the agency during the term of this agreement
2. A listing of components of each meal
3. An itemization of the quantities of each component used to prepare said meal.
4. Related requirements of the CACFP as designated by the City

Invoices must be itemized to show the number of meals and milk included in the delivery for each day.

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

The books and records of the contractor pertaining to sponsor feeding operation shall be available for a period of three years from the date of receipt of final payment under the contract for inspection and audit by representatives of the Colorado Department of Public Health and Environment, U. S. Department of Agriculture, the U.S. General Accounting Office, and the City at any reasonable time and place.

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A.16 NONPERFORMANCE OR NONCOMPLIANCE:

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

Meals will not be subcontracted for the total meals, with or without milk, or for the assembly of the meals

The Contractor 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.

The Colorado Department of Public Health and Environment nor the United States Department of Agriculture (USDA) assumes liability for payment of any differences between the number of meals delivered by the Contractor and the number of meals served by sponsor that are eligible for reimbursement.

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

The City reserves the right to inspect and determine the quality of food delivered.

A.17 BACKGROUND CHECKS:

The successful contractor will perform background checks, such as CBI, and the equivalent of the Child Abuse Central Registry on employees and all persons that will have contact with children under 18 or at-risk adults.

A.18 CURRENT SNACKS AND SUPPER FOOD SERVICE SITES:

Site Name/Address

- Athmar Park Recreation Center, 2680 W Mexico, 80219
- Eisenhower Rec Center, 4300 Dartmouth, 80222
- George Washington HS, 655 S Moncao Pkwy, 80224
- Girls Inc. of Metro Denver, 1499 Julian, 80204
- Glenarm Recreation Center, 2800 Glenarm Place, 80205
- Green Valley Ranch Recreation Center, 4890 Argonne Way, 80249
- Harvard Gulch Rec Center, 550 E Iliff Ave, 80211
- Hiawatha Davis Jr. Recreation Center, 3334 Holly St.,80207
- La Alma Recreation Center, 1325 W. 11th Ave., 80204
- La Familia Recreation Center, 65 S. Elati St., 80223
- Mile High Squash Club, 1325 Glenarm St., 80204
- Montbello Recreation Center, 15555 E. 53rd Ave., 80239
- Montclair Recreation Center, 729 Ulster St., 80230
- Rude Park Recreation Center, 2855 W. Holden Pl, 80204
- Scheitler Rec Center, 8031 W 46th Ave, 80212
- Schmitt Elementary, 1820 S. Vallejo, 80223
- St Charles Recreation Center, 3777 Lafayette St., 80205
- Swansea Recreation Center, 2650 E 49th Ave., 80216
- Youth Biz 3280 Downing St., Suite C, 80205

A.19 ITEM PRICING:

Proposal Item # 1 – Price Per Snack Meal \$__0.81__

Proposal Item # 2 – Price Per Supper Meal \$__3.11__*

Includes all labor, cost of food, milk, packaging, transportation, and related cost (e.g. utensils, napkins, fuel charges etc.)

*Pricing increase due to market changes per Producer Price Index Industry Data;

Series Id:	PCU3119913119910
Product:	Perishable prepared food
Series Id:	PCU3119913119910
Industry:	Perishable prepared food manufacturing

January – July 2012	Average Price Index 175.5	MARKET INCREASE
January – July 2013	Average Price Index 180.7	102.95%