

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>			Master Purchase Order No.		0811A0117	
City & County of Denver			Date:	December 19, 2019	Revision No.	4
Purchasing Division			Payment Terms	NET 30	2017 Resolution # CR17-0593 2019 Resolution: #	
201 West Colfax Avenue, Dept. 304			Freight Terms	FOB DESTINATION		
Denver, CO 80202			Buyer:	Elizabeth Hewes		
United States			Phone:	720-913-8109		
Phone: 720-913-8100 Fax: 720-913-8101						

PS Vendor ID: 0000083263

Phone: 720-381-3563

Email: [jmurison@revolutionfoods.com](mailto:jmurison@revolutionfoods.com)

Revolution Foods, Inc.  
6360 East 58th Ave Suite H  
Commerce City, CO 80022  
Attn: Megan Couture

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

Colorado Secretary State ID: 20091310862  
U.S. Federal SAM Registry Verification Date: November 4, 2019

**1. Goods/Services:**

Revolution Foods, Inc., a foreign corporation in the State of Delaware (“Vendor”), shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A** and on attached **Food Service Management Contracts**, 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 date of City signature to and including May 31, 2020.

**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 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 **one million two hundred fifty thousand dollars (\$1,250,000.00)**. 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 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 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 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 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/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 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 contingent on Council action in accordance with 3.2.6. (e) of the City Charter and is void without such action.**

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)

By: \_\_\_\_\_

Print Name: ALVIN CRAWFORD

Print Name: Elizabeth Hewes

Title: SVP OF SALES AND CUSTOMER SUCCESS

Title: Associate Procurement Analyst

Date: 1/16/2020

Date: \_\_\_\_\_

*MPK  
12/20/2019*

## EXHIBIT "A"

Vendor: Revolution Foods, Inc.  
Title: Denver Healthy Meal Program  
**Master Purchase Order No.:** 0811A0117

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**It is recommended that you use your Master Purchase Order No. 0811A0117 as well as individually issued Purchase Order (PO) numbers, 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 PROGRAM DESCRIPTION**

The Denver Healthy Meal 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.

The Denver Healthy Meal Program 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 2017 operation dates are Monday, June 5<sup>th</sup> through Saturday, August 19<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 2017-18 ARAS operation dates are Monday, August 21<sup>st</sup> through Friday, June 1<sup>st</sup>.

The City is projecting 160,000 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 24-27 sites. During ARAS, the City serves between 74,598 and 83,775 meals at approximately 19-26 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:

- <http://us9.campaign-archive2.com/home/?u=eb19585e98311e09762feb612&id=000970ac18>
- [https://www.colorado.gov/pacific/sites/default/files/PF\\_CACFP\\_CACFP-At-Risk-Afterschool-Manual\\_0.pdf](https://www.colorado.gov/pacific/sites/default/files/PF_CACFP_CACFP-At-Risk-Afterschool-Manual_0.pdf)

#### **A.2 SCOPE OF WORK**

1. Vendor will prepare meals which meet 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 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. Vendor 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. Vendor will include milk with meals.

- e. Vendor will include napkins and utensils with meals.
- f. Vendor will prepare all meals as specified by the CDE Office of School Nutrition, CDPHE, and Child and Adult Care Food Program (CACFP).
2. Vendor 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.
3. Vendor will accept orders through an online ordering system from the City or directly from the City's meal site personnel. Vendor will also provide an ability for the City to make adjustments after the order has been submitted (within an approximate 48-hour window) for changes due to inclement weather. The City will provide the Vendor a list of meal sites and personnel who are authorized to place orders.
4. Vendor will 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. Vendor will supply the City with copies of the food preparation records at the end of each month.
  - e. All books and records are made available to CDE 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.
  - f. The Vendor will provide reports in accordance with applicable federal, state, or local laws, statutes, ordinances, rules, regulations policies, procedures, or directives.
  - g. Vendor will present to the City an invoice accompanied by food preparation and other requested records and reports no later than the 10<sup>th</sup> day of each month, which itemizes the previous month's delivery.
  - h. Vendor will retain a list of approved SFSP and ARAS sites and their average daily participation provided by the Denver Healthy Meal Program.
5. Vendor will 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. Vendor will ensure the meal preparation site is periodically inspected by local health authorities or independent agencies.
  - d. Vendor 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 Vendor should regularly inspect and measure items to ensure correct sizes and weights.
6. Vendor must be registered with CDE (forms are all online: <http://www.cde.state.co.us/nutrition/nutrifsmc> and contact CDE OSN at [nutrition@cde.state.co.us](mailto:nutrition@cde.state.co.us)).
7. Meal delivery and assembly will not be subcontracted.

### **A.3 REQUIREMENTS FOR MEALS**

Vendor 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://www.colorado.gov/pacific/sites/default/files/PF\\_CACFP\\_CACFP-At-Risk-Afterschool-Manual\\_0.pdf](https://www.colorado.gov/pacific/sites/default/files/PF_CACFP_CACFP-At-Risk-Afterschool-Manual_0.pdf)

Meals must conform to the cycle menus of meals actually ordered, quality standards, and food specifications approved by the CDE 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 Vendor 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 will 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 Vendor agrees to forfeit payment for rejected meals. The City reserves the right to reject meals and deny payment to Vendor 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 are unwholesome
11. Meals that do not otherwise meet the meal requirements applicable to the Denver Food Service Program
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://www.colorado.gov/pacific/sites/default/files/PF\\_CACFP\\_CACFP-At-Risk-Afterschool-Manual\\_0.pdf](https://www.colorado.gov/pacific/sites/default/files/PF_CACFP_CACFP-At-Risk-Afterschool-Manual_0.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/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://fns-prod.azureedge.net/sites/default/files/sfsp/USDA\\_SFSP\\_NutritionGuide.pdfhttp://us9.campaign-archive2.com/home/?u=eb19585e98311e09762feb612&id=000970ac18](https://fns-prod.azureedge.net/sites/default/files/sfsp/USDA_SFSP_NutritionGuide.pdfhttp://us9.campaign-archive2.com/home/?u=eb19585e98311e09762feb612&id=000970ac18)

#### **A.5 MILK and MEAT 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.

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 TEMPERATURES**

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

Meals will not be prepared more than 24 hours in advance of consumption to maximize freshness of the meal. Proper temperatures will 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.7 METHOD OF PACKAGING, DELIVERY, AND STORAGE**

The Vendor will:

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

Vendor will be expected to provide food warming equipment for approximately two (2) to four (4) sites. The Vendor will be responsible for developing an agreement with the City for the use of storage units at each meal site. The Vendor will be required to create a schedule for delivery to each site based on acceptable delivery windows as outlined by the City.

The City reserves the right to add or delete food service sites by amendment of the initial list of approved sites 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 Vendor's obligation to make its best effort to provide them as part of the packaged, daily, delivered meal.

#### **A.8 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 Vendor will 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.9 MENU-CYCLE CHANGE PROCEDURE**

Once a menu cycle has been approved, changes proposed by the Vendor 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 Vendor so that substitutions can be agreed upon and approved. The Vendor 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 Vendor from providing a specified meal or meal component, the Vendor will notify the City immediately so substitutions can be agreed upon.

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

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

#### **A.10 MONTHLY MENU PLANNING**

1. No later than one (1) week prior to the end of each month, Vendor will provide to City a monthly menu covering the meals to be served for the following month. Vendor will provide menu documentation no later than one (1) week in advance of service. This will include:
  - a. Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns: The Child and Adult Care Food Program for ages 6-12+ years.
  - b. Weekly fruit menu
  - c. Carbohydrate Report to assist parents and staff in ordering for children with diabetes.
  - d. Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.
2. Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Vendor will communicate the need in writing to City's program manager.

Children with special dietary needs must have on file a signed statement by a medical doctor or a recognized medical authority. Vendor can provide a vegetarian and a dairy-free meal alternative. As mutually agreed upon, there may be an additional charge for meal accommodations outside the vegetarian and dairy-free meal alternatives.

#### **A.11 RECORDS AND AUDIT**

1. City will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to City. All applications and eligibility requirements will be handled at the site by City. City is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
2. Vendor will maintain all necessary records on the nutritional components and quantities of the meals delivered to City and make said records available for inspection by City, State, and Federal authorities upon written request. Vendor will retain records for a period of three years and four months from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the required period as long as required for the resolution of the issues raised by the audit.
3. Vendor will provide to City document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. City will be responsible for notifying Vendor within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. City will be responsible for forwarding the complete written notification from the governing entity so that Vendor is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels, and product formulation statements.

Vendor will also maintain full and accurate records, which document:

1. Record of Monthly Menus
2. Production Records
3. Local Food Sourcing Report

Nutrition Guide and Administrative Guidance Websites:

- [https://fns-prod.azureedge.net/sites/default/files/sfsp/USDA\\_SFSP\\_NutritionGuide.pdf](https://fns-prod.azureedge.net/sites/default/files/sfsp/USDA_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://www.colorado.gov/pacific/sites/default/files/PF\\_CACFP\\_CACFP-At-Risk-Afterschool-Manual\\_0.pdf](https://www.colorado.gov/pacific/sites/default/files/PF_CACFP_CACFP-At-Risk-Afterschool-Manual_0.pdf)

## **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 2020. Although compliance with this goal is not a requirement of this agreement, the City will request an annual Local Sourcing Report from the Vendor. 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 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 will 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 NONPERFORMANCE OR NONCOMPLIANCE**

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

The Vendor 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 Vendor and the number of meals served by the City that are eligible for reimbursement.

The City reserves the right to hold the Vendor accountable for failure to comply with this agreement or a purchase order that is issued based on this agreement.

## **A.14 BACKGROUND CHECKS**

To the extent and in the manner required by Sections 22-32-109.7 and 22-32-109.8, Colorado Revised Statutes, Vendor will perform all required security (background) checks on any potential FSMC employee that will be in direct contact with meal delivery sites. The Vendor will not employ any person to perform services under this agreement who been convicted of, has pled guilty or nolo contendere to, or has received a deferred sentence or deferred prosecution for a felony or misdemeanor crime as outlined in the above C.R.S. Sections 22-32-109.7 and 22-32-109.8.

### **A.15 CONFIDENTIALITY AND RIGHTS IN DATA**

During the term of this agreement, Vendor may grant to the City a nonexclusive right to access certain proprietary materials of Vendor, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Vendor), and similar compilations regularly used in Vendor's business operations (trade secrets). City will not disclose any of Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. City will not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All trade secrets and other confidential information will remain the exclusive property of Vendor and will be returned to Vendor immediately upon termination of the agreement. City will not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by City, City specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not City. Furthermore, City access or use of such software will not create any right, title interest, or copyright in such software and City will not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Vendor will be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, City will not disclose any of Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, City will not photocopy or otherwise duplicate any such material without the prior written consent of Vendor.

Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.

Any discovery, invention, software, or programs paid for by the City will be the property of the City.

This provision will survive termination of this agreement.

### **A.16 FEES**

Fees described below shall apply to each affected delivery site location(s) as listed herein. Prior to assessing fees, both Vendor and City will mutually agree on the terms in which fees are to be charged.

#### **Order Increases**

1. Weekly Order increases made after each Tuesday at 5:00 p.m. may be charged the full applicable meal price plus an additional \$50.
2. Vendor is to do its best to accommodate the request. Order increases are subject to product availability - Vendor may suggest an alternative meal if the requested meal is not available.

#### **Order Cancellation or Decreases**

Because the provided food is prepared fresh daily, Vendor reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases. Such cancellations will be in compliance with the MENU-CYCLE CHANGE PROCEDURE and MONTHLY MENU PLANNING described above.

For cancellations and decreases that that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:

1. First time order cancellations and decreases may be charged 50% of the applicable meal price listed.
2. Second time order cancellations and decreases may be charged the full applicable meal price listed.

3. Order cancellations and decreases occurring on/after the third incident may incur the full applicable meal price listed plus an additional 10% surcharge.
4. Fees will be assessed program wide, not per site.

**A.17 PAYMENT TERMS:**

In addition to #9 and #10 of the terms and conditions contained within this Master Purchase Order, the following language shall apply. In the event of a conflict between the sections, this section shall take precedence:

Vendor will issue itemized electronic invoices for the full cost of the snack and/or supper, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, etc., and any other applicable fees. City will submit payment to Vendor in such form as required by Vendor within thirty (30) days of receipt of Vendor invoice.

Vendor reserves the right to charge an interest rate on any balance left unpaid on an invoice as allowed by the City’s Prompt Payment Ordinance D.R.M.C 20-107. No food service account funds shall be used for payment of interest or late fees. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement; however, no deduction will be made unless City provides to Vendor in writing details of the meal service for which the deduction is to be made, specifying the number of meals for which City intends to deduct payment and setting forth the reasons for the deduction. City shall provide such notice no later than twenty-four hours after the date the meal was served. City will keep evidence of food items for inspection by Vendor. Credit may be withheld without proper evidence (for example, a photograph sent via text or e-mail to Vendor).

**A.18 MINIMUM ORDER SPECIFICATIONS**

- Daily deliveries are anticipated to have an average of 25 meals per delivery over the course of each calendar week.
- Weekly deliveries are anticipated to have an average of 125 snacks per delivery.

The average quantity of meals and/or snacks per delivery will be calculated in six week periods. The Vendor will notify the City in writing if the minimum order quantities are not satisfied. The City will then work with the Vendor to reevaluate the delivery schedule of the site in question. The City will have 30 calendar days to implement mutually agreed upon modification(s) to delivery schedules.

**Example:**

Site Name	Deliveries per Week	Meals and/or Snacks Delivered <i>(over a six (6) week period)</i>	Average Meals and/or Snacks per Delivery <i>(over a six (6) week period)</i>	Minimum Order Specifications Satisfied
Site A	5	750	25	YES
Site B	3	360	20	Begin 30 Day Reevaluation
Site C	1	780	130	YES
Site D	2	312	26	YES

## **A.19 INCLEMENT WEATHER POLICY**

Operational contingency for the occurrence of weather related delays and cancellations is outlined below.

1. Inclement Situations:
  - a. Forecasts Calling for next day inclement weather:
    - Food Service Sites must contact Vendor's designated contact via telephone (in urgent cases) and email (in all cases) to report possible weather interruptions.
    - For all Food Service Sites initiating weather closure process, Vendor will offer to refund the cost of the meals ordered if cancelled by 10AM preceding the day of service.
      - Meals cancelled between 10AM and 5PM the previous day will receive a 50% refund.
  - b. Local announcement that Food Service Sites will remain closed for consecutive days:
    - Food Service Sites must contact Vendor each day of closure by 10AM to determine plans for the following day and to discuss the upcoming menus and delivery schedule when classes resume. The same weather related order cancellation and refund policy applies. Menus are subject to change.
2. Communication to Administrators:
  - a. All communication to Vendor regarding cancellation of planned meal services will be made in email/writing. In the event that a Food Service Site is open but road conditions are poor, Vendor will do everything in its power to ensure that children have access to healthy, fresh, hot meals in time for normal meal service. To do so, Vendor reserves the right to alter routes and delivery times. Vendor will work with Food Service Sites closely to ensure coordinated delivery in this instance.

## **A.20 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](http://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.21 ASSIGNMENT**

In addition to #17 of the terms and conditions contained within this Master Purchase Order, the following language will apply. In the event of a conflict between the two sections, this section shall take precedence:

In the event all or substantially all of Vendor's assets are acquired by another company, Vendor will notify City in writing. Within 30 days, City has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

## **A.22 TERMINATION**

In addition to #14 of the terms and conditions contained within this Master Purchase Order, the following language will apply. In the event of a conflict between the two sections, this section shall take precedence:

1. Either party may terminate this agreement for cause:
  - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
  - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation, or assignment for the benefit of creditors.

2. Either party may terminate this agreement at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, City and Vendor will make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
  - a. City will pay Vendor all outstanding balances, not in dispute, after the effective date of termination following guidelines as set forth by the City's Prompt Payment Ordinance D.R.M.C 20-107.
  - b. For payments in dispute, City and Vendor will determine on a case-by-case basis the most equitable solution to both parties.
  - c. The total sum to be paid to Vendor will not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
  - d. City will release all equipment owned by Vendor immediately upon stoppage of service.

### **A.23 COOPERATIVE PURCHASING**

The City 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 supports such cooperative activities. Further, it is a specific requirement that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The Vendor 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 will not be liable for any costs, damages incurred by any other entity.

### **A.24 PRICING**

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

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

Vendor acknowledges that all payments are subject to the applicable rate of reimbursement allowed by the SFSP/ARAS. The Vendor 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.25 BIENNIAL PRICING UPDATES**

The Fixed fee per meal/Meal Equivalent may be increased on a biannual basis (once for each program (SFSP/ARAS)) by the Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home.

Prices established in this agreement will 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 Vendor is seeking a price increase for the upcoming program term, the Vendor will submit a request in writing for a price increase, no later than fifteen (15) days prior to the start of each program. The City will 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 will be issued by the City to implement the price increase(s) as allowed.

As a reminder, Vendor 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.

**A.26 CURRENT ITEM PRICING**

<b>Item No</b>	<b>Description</b>	<b>Unit Price</b>
1	ARAS Snack Meal	\$ 0.90
2	ARAS Lunch/Supper Meal	\$ 3.41
2.A	ARAS Lunch/Supper Grab 'n Go Meal	\$ 3.20
4	SFSP Snack Meal	\$ 0.90
5	SFSP Lunch/Supper Meal	\$ 3.61
5.A	SFSP Lunch/Supper Grab 'n Go Meal	\$3.52
6	SFSP Breakfast Meal	\$ 2.08

**A.27 DELIVERY AND SERVICE SITES**

All meals will be delivered to the CACFP Snacks and Supper sites as requested by the City and in accordance with the terms of this agreement. A list of the CACFP Snacks and Supper sites is provided herein.

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

**Remainder of page left blank intentionally.**

**A.28 CURRENT SFSP PROGRAM SITES**

Additional sites may be added or dropped from program.

<b>Site</b>	<b>Address</b>	<b>Type of Meal</b>
Athmar Recreation Center	2680 W Mexico Ave, Denver, 80219	Lunch and Snack
Aztlan Recreation Center	4435 Navajo St., Denver, 80211	Lunch and Snack
Barnum Recreation Center	360 Hooker St., Denver, 80219	Breakfast and Lunch
Cook Park Recreation Center	7100 Cherry Creek Drive South, Denver, 80224	Lunch and Snack
Eisenhower Recreation Center	4300 Dartmouth, Denver, 80222	Lunch and Snack
Girls Inc. of Metro Denver	1499 Julian St. Denver, 80204	Lunch and Snack
Eureka Program	Student Success Building 890 Auraria Parkway #410, Denver, 80204	Snack
Glenarm Recreation Center	2800 Glenarm Place, Denver, 80205	Lunch and Snack
Green Valley Ranch Rec Center	4890 Argonne Way, Denver, 80249	Lunch and Snack
Harvard Gulch Rec Center	550 E Iliff Ave, Denver, 80210	Lunch and Snack
Hiawatha Davis Rec Center	3334 Holly St, Denver, 80207	Breakfast and Supper
Impact-360	1325 Glenarm Pl. Denver, 80205	Lunch and Snack
La Alma Recreation Center	1325 W 11th Ave, Denver, 80204	Supper
La Familia Recreation Center	65 S Elati St., Denver, 80223	Breakfast and Supper
Montbello Recreation Center	15555 E 53rd Ave, Denver, 80239	Lunch Fridays and Saturdays: Supper
Montclair Recreation Center	729 Ulster St., Denver, 80220	Lunch
Rude Park Recreation Center	2855 W Holden Pl, Denver, 80204	Supper
Scheitler Recreation Center	5031 W 46th Ave., Denver, 80212	Lunch and Snack
Southwest Recreation Center	9200 W. Saratoga Place, Denver, 80123	Lunch
Stapleton Recreation Center	5090 Broadway, Denver, 80216	Lunch and Snack
Athmar Park Branch Library	1055 S. Tejon St., Denver, 80223	Lunch and Snack
Gonzales Branch Library	1498 Irving St., Denver, 80214	Lunch
Hadley Branch Library	1890 S. Grove St., Denver, 80219	Lunch
Harvey Park Recreation Center	2120 S. Tennyson Way, Denver, 80219	Breakfast and Lunch
St. Charles Recreation Center	3777 Lafayette St., Denver, 80205	Breakfast and Lunch
Swansea Recreation Center	2650 E. 49 <sup>th</sup> Ave., Denver, 80216	Lunch and Snack

**A.29 CURRENT ARAS PROGRAM SITES**

Additional sites may be added or dropped from program.

Site	Address	Type of Meal
Academy of Urban Learning	2417 W 29th Ave, Denver, 80211	Supper
Ashland Recreation Center	2475 W Dunkeld Pl, Denver, 80211	Snack
Athmar Recreation Center	2680 W Mexico Ave, Denver, 80219	Snack
Aztlan Recreation Center	4435 Navajo St., Denver, 80211	Supper
Colorado I Have A Dream Foundation	•North Lincoln: 1401 Mariposa St. Denver, 80204	Supper
	•Metro: 890 Auraria Pkwy #410 Denver, 80204	Snack and Lunch
Eisenhower Recreation Center	4300 Dartmouth, Denver, 80222	Snack
Girls Inc. of Metro Denver	1499 Julian St. Denver, 80204	Supper Breakfast 2 Saturdays
Glenarm Recreation Center	2800 Glenarm Place, Denver, 80205	Snack
Green Valley Ranch Rec Center	4890 Argonne Way, Denver, 80249	Snack and Supper
Harvard Gulch Rec Center	550 E Iliff Ave, Denver, 80210	Snack
Harvey Park Rec Center	2120 S Tennyson Way, Denver, 80219	Snack
Hiawatha Davis Rec Center	3334 Holly St, Denver, 80207	Supper
Impact360	1325 Glenarm Pl., Denver, 80204	Snack and Supper
Impact360 at West High School	951 Elati St, Denver, 80204	
La Alma Recreation Center	1325 W 11th Ave, Denver, 80204	Supper
La Familia Recreation Center	65 S. Elati St., Denver, 80223	Supper
Marie L. Greenwood Elementary School	5130 Durham Ct, Denver, 80239	Supper
Montbello Recreation Center	15555 E 53rd Ave, Denver, 80239	Supper
Montclair Recreation Center	729 Ulster Way, Denver, 80220	Snack
Rude Park Recreation Center	2855 W Holden Pl, Denver, 80204	Supper
St. Charles Recreation Center	3777 Lafayette St., Denver, 80216	Supper
SOAR @ Schmitt Elementary	1820 S. Vallejo St., Denver, 80223	Snack
Stapleton Recreation Center	5090 Broadway, Denver, 80216	Supper
Swansea Recreation Center	2650 E. 49 <sup>th</sup> Ave., Denver, 80216	Supper
Youth Biz	3280 Downing St. Denver, 80205	Supper

**A.30 SECTION HEADINGS:**

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

**A.31 AMERICAN WITH DISABILITIES MENUS**

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 awarded vendor will:

- a.** Provide menus 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.