

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	 DENVER <small>THE MILE HIGH CITY</small>	Master Purchase Order No.	0309A0216 / SC-00000601		
City & County of Denver		Date:	February 21, 2018	Revision No.	1
Purchasing Division		Payment Terms	NET 30	Resolution:	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor's Choice		
United States		Buyer:	Paige Cheney		
Phone: 720-913-8100 Fax: 720-913-8101		Email:	paige.cheney@denvergov.org		

Workday 17113 Phone: 303-761-2210 Email: Marc.DeHart@deanfoods.com
 Vendor ID:

Southern Foods Group, LLC d.b.a. Meadow Gold
 1325 W Oxford Ave
 Englewood, CO 80110
 Attn: Mark Mostek (mark-mostek@deanfoods.com)
 Colorado Secretary of State ID: 20071351763
 U.S. Federal SAM Registry Verification Date: 02/29/2016

Ship To: Multiple Locations
 Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado 80202
invoices@denvergov.org
 or
 As Specified By Agency

1. Goods/Services:

Southern Foods Group, LLC d.b.a. Meadow Gold, a Limited Liability Company in the state of Colorado, (“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. Term:

The term of this Master Purchase Order shall run from date of City signature to and including March 15, 2019.

5. Extension or Renewal:

The City and County of Denver reserves the right to renew and extend the Master Purchase Order, upon mutual agreement between the City and County of Denver and the vendor for additional one (1) year periods but not to exceed two (2) additional years.

6. Non-Exclusive:

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 seven hundred-fifty thousand dollars (\$1,750,000.00)**. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

21. Insurance:

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

22. 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.

23. 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.

24. No Construction Against Drafting Party:

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Advertising and Public Disclosure:

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

32. 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.

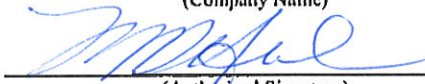
d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall 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:

Vendor Name: Southern Foods Group, LLC
d.b.a. Meadow Cold

(Company Name)

City & County of Denver, Purchasing Division

By: 

(Authorized Signature)

By: Paige Cheney

Print Name: Marc Deltart

Print Name: Paige Cheney

Title: Distributor / Food Service Mgr

Title: Associate Buyer

Date: 2/22/18

Date: 2/23/2018

Buyer Supervisor Signature: MPR

EXHIBIT "A"

Vendor: Southern Foods Group, LLC d.b.a. Meadow Gold

Title: Dairy

Master Purchase Order No.: 0309A0216

It is recommended that you use your Master Purchase Order No. - 0309A0216, as well as individually issued Purchase Orders in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing for the City and County of Denver, hereinafter referred to as the City:

SCOPE:

For the purchase of **Dairy** items for the Denver Sheriff and Human Services Departments.

VENDOR PERFORMANCE MANAGEMENT:

The vendor is required to furnish a performance report to the buyer on an annual basis or as requested by the City throughout the term of the contractual agreement. The annual report shall be provided to the City by the supplier no later than the anniversary date of the applicable Master Purchase Order. Reports shall provide at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders
- Supplier Unit Cost
 - The annual report(s) shall reflect an average of the Supplier Unit Cost (unless specified in writing).
 - Any other report(s) requested by the City shall reflect the Supplier Unit Cost for a specific date (unless specified in writing).
- Total dollar value of purchases grown or produced by local sources
 - An example of the City's reporting expectation(s) was provided by the City and agreed upon by the Vendor in the Vendor's proposal response. The Excel Workbook containing the reporting expectation(s) can be requested by the vendor at any time.

PROCUREMENT CARDS - PAYMENT CONDITIONS:

The vendor is to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

QUALITY:

The City requires all items provided under the subsequent contracts to be of first quality, meeting all nutritional industry standards. Seconds are NOT acceptable. Short dated items are NOT acceptable. The City reserves the right to reject any orders found to be unacceptable not meeting the quality required of the requesting agency. The Vendor will be notified of such rejections within 48 hours, or 2 business days, and shall be required to pick up the rejected order and replace with acceptable replacement product. Failure to pick up rejected product within 48 hours will be disposed of at agency discretion. Invoices from the vendor shall reflect only accepted product.

F.O.B. POINTS:

F.O.B. Destination and delivered, unloaded, and stacked to the following points:

Denver County Jail {1/week
10500 E. Smith Rd.
Denver, CO 80239

Denver Detention Center {2/week
490 West Colfax Ave
Denver, CO 80204

Denver Human Services {1/week
2929 W. 10th Avenue
Denver, CO 80203

SAMPLES:

Upon request, vendors are required to furnish a sample of the goods to be supplied at no cost to the City and County of Denver. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City.

SHELF LIFE LABELING:

Vendor shall affix a label to each individual carton and/or container to indicate "Use Before" date by month/year to be determined from the manufactured date based upon an industry standard shelf life at room temperature.

MINIMUM ORDERS:

City agencies may order small case orders and daily orders as necessary. No minimum order may be enforced by the vendor.

EMERGENCY PURCHASES:

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

SUBSTITUTIONS AND SHORTAGES:

If an item cannot be delivered as ordered, the vendor must notify the City immediately, so decisions may be made concerning menu offerings and potential substitutions. If there are any returns or refuses a credit must be done at time of delivery.

Substitutions must be approved by authorized personnel of the City prior to delivery. Substitute products must be of "EQUAL" quality as determined by the City and shipped at Vendor Cost.

If the vendor substitutes an item without prior City approval, the City will only pay the Vendors Cost with no mark-up applied.

If an alternate vendor is arranged for substitutions or shortages, the City will be invoiced at the City Cost or the alternate vendor's selling price, whichever is lower.

If the vendor is no longer able to purchase the product for any reason, including discontinuance by manufacturer, the vendor shall provide a substitute that has been approved by the City Agency Food Services Manager or his/her designee at the same bid price or lower.

PALLET CHARGE:

All pallets supplied shall be non-returnable, no deposit. The City is willing to exchange pallets, but the City will not be bound to a pallet exchange or replacement cost in the event a pallet is misplaced.

INVOICES:

All orders must be accompanied by an itemized invoice, to include product name, unit cost, extension, piece count and total charges and the agency Blanket Purchase Order Number, for receiving purposes. A duplicate invoice must be sent to the Centralized Accounts Payable office for Payment purposes at invoices@denvergov.org.

FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this contractual agreement unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

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 of this contractual agreement that pricing offered herein to the City **may** be offered by the vendor to any other governmental jurisdiction purchasing the same products.

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

LOCAL FOOD SOURCING:

The City has set a goal to acquire at least 25 percent of food purchased through its supply chain from sources that are grown or processed entirely within Colorado, by 2020. Vendors supplying food to the City will be expected to achieve and demonstrate compliance with the following standards:

- Ten percent of the value of food sold to the City in 2016 shall consist of food grown or processed entirely within Colorado.
- Fifteen percent of the value of food sold to the City in 2017 shall consist of food grown or processed entirely within Colorado.
- Twenty percent of the value of food sold to the City in 2018 shall consist of food grown or processed entirely within Colorado.
- Twenty-five percent of the value of food sold to the City in 2019 and thereafter shall consist of food grown or processed entirely within Colorado.

As guidance for calculating and preparing a bid for food sale that will comply with these standards, please note the following:

- “Food” as used here includes both food and beverages, e.g. milk, juice, soda, etc.
- Compliance will be based on the total dollar value of all locally grown or processed food that Vendor sells to the City in a given year as a percentage of the total dollar value of all food that Vendor sells to the City in a given year. For Vendors with more than one contract with the City to supply food, the Vendor may do the annual compliance calculation on a contract-by-contract basis, or aggregate food sold under all contracts into a single calculation.

- Food is deemed “grown” in Colorado if the farm, ranch or orchard on which the food is grown is located in Colorado.
- Food is deemed “processed” in Colorado if the plant at which processing takes place is 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 coffee beans are imported into Colorado and then ground and/or roasted in Colorado, the resulting coffee 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.

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 address of the location at which a given food product is grown or processed.

ACCOUNT REPRESENTATIVE:

The Vendor shall assign an outside account representative to the City who will gain familiarity with this account. A local phone number or an 800 number is required. This *Account Representative* shall assist City agencies with all matters to establish ordering, market basket items, supply schedules, pricing, and delivery schedules. Indicate contact person by name, phone number, and email address:

The Vendors shall also assign an in-house contact person who will gain familiarity with the City’s contractual agreement. This person shall be available to handle routine communication from the City pertaining to orders.

Indicate contact persons by name, phone number, and email address:

Account Management Representative

Name: Marc DeHart

Phone: 303-761-2210

Email: marc-dehart@deanfoods.com

Applicable Supervisor

Name: Scott Johnson

Phone: 303-761-2210

Email: scott-johnson@deanfoods.com

CATEGORY LIST OF PROPOSAL ITEMS:

DAIRY

Description	Markup %	Primary/Secondary Vendor Award Status
Group 2 - Fresh	10%	PRIMARY
Group 4 - Frozen	10%	PRIMARY

Note: Your award is noted as primary/secondary but the City reserves the right to use the pricing available for other categories if it is in the City's best interest.