



STATE OF COLORADO
Department of Public Health & Environment

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	PO,FEFA,202100007833	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	12/30/20	BILL TO				
Description:	FEFA, SPCL, Restaurant Fees	DEHS - A2 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
Effective Date:	01/01/21	SHIP TO				
Expiration Date:	01/31/22	DEHS - A2 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:		Delivery/Install Date: -				
Email:		FOB:				
VENDOR						
CITY & COUNTY OF DENVER Department of Excise and License 201 W Colfax Ave Dept 206 Denver, CO 80202						
Contact:	Dominic N. Vaiana					
Phone:	(720) 913-1311					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
New Purchase Order - Restaurant License Reimbursment This Purchase Order shall not exceed \$691,826.25						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$691,826.25	<input type="checkbox"/>
Description: FEFA, SPCL, Restaurant Fees						
Service From: 01/01/21			Service To: 01/31/22			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$691,826.25						

STATEMENT OF WORK

I. Entity Name: City and County of Denver

Term: January 1, 2021 - January 31, 2022

II. Project Description: Senate Bill 20B-001 provided funding to support retail food establishments impacted by capacity restrictions imposed to address the COVID-19 pandemic. The bill provided funding to Colorado Department of Public Health and Environment to contract with local public health agencies to provide state funding in lieu of local government agencies charging annual licensing fees to certain retail food establishments (restaurants and “limited” retail food establishments (“bars”) that held a 2020 license). Nothing in this scope of work shall interfere with or supersede the provision of traditional retail food inspection services to retail food establishments not addressed by SB20B-001.

III. Definitions:

1. **CDPHE:** Colorado Department of Public Health and Environment
2. **DEHS:** Division of Environmental Health and Sustainability

IV. Work Plan:

Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance while promoting sustainability practices.		
Objective #1: No later than the contract end date, the Contractor shall provide relief to the retail food establishments that have been impacted by the capacity restrictions imposed to address the COVID-19 pandemic.		
Primary Activity #1	1. The Contractor shall provide an inventory of eligible establishments, which include brick and mortar facilities commonly referred to as restaurants and bars, to CDPHE.	
Primary Activity #2	2. The Contractor shall provide license fee relief to restaurants and bar license types that held a 2020 license with the Contractor.	
Expected Results of Activity(s)	Retail food establishments impacted by capacity restrictions imposed to address the COVID-19 pandemic receive a no fee license for 2021.	
Measurement of Expected Results	1. Inventory of eligible establishments.	
		Completion Date (no later than)
Deliverables	1. The Contractor shall provide an inventory of eligible establishments to CDPHE-DEHS Division Director.	January 15, 2021

V. Budget:

Agency Name	# of Eligible Facilities	PO Total
City and County of Denver	1891	\$691,826.25

VI. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS -- Invoicing

To receive compensation under the Purchase Order, the Contractor shall submit a signed CDPHE Reimbursement Invoice Form [“Invoice Form”] as the quarterly activities listed above in Section IV “work plan” are completed. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget and should include the following justification:

The distribution will be provided by CDPHE no later than January 31, 2021.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned to: Joe Lomeli, Data and Business Services Unit Manager at joe.lomeli@state.co.us

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

VIII. Monitoring:

CDPHE’s monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor.

IX. Resolution of Non-Compliance:

The Contractor will be notified in writing within fifteen **(15)** calendar days of discovery of a compliance issue. Within thirty **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Deputy Director of DEHS and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

Contract Control Number:

EXCIS-202157458-00

Contractor Name:

COLO DEPT OF PUBLIC HEALTH & ENVIRONMENT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

EXCIS-202157458-00
COLO DEPT OF PUBLIC HEALTH & ENVIRONMENT

By: SIGNATURE NOT NEEDED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)