

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 10<sup>th</sup> day of May 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ANDREWS PRODUCE INC., D.B.A. ANDREWS FOOD SERVICE**, located at 717 Industrial Blvd, Pueblo West, Colorado 81007, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP 2015.297 and the Contractor's response to the RFP 2015.297 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

**3. TERM:**

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **two hundred-two thousand, four hundred-fifteen dollars and no cents** (\$202,415.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

**9. WARRANTY:**

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

**10. TERMINATION:**

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**11. MUTUAL UNDERSTANDINGS:**

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are

present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Human Services Head Start Division  
Contact: Leslie Oliver, RDN, RN  
Address: 7111 East 56<sup>th</sup> Avenue  
City, State, Zip: Commerce City, Colorado 80022  
Office Number: 303.286.4157  
Email: [loliver@adcogov.org](mailto:loliver@adcogov.org)

Department: Adams County Purchasing Division  
Address: 4430 South Adams County Parkway, Suite C4000A  
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601

**Contractor:**

Company: Andrews Produce Inc., d.b.a. Andrews Food Services  
Contact: Mike Hinkle, Director of Procurement  
Address: 717 East Industrial Blvd  
City, State, Zip: Pueblo, Colorado 81007  
Office Number: 719-543-3846  
E-mail: [mhinkle@andrewsfoodservice.com](mailto:mhinkle@andrewsfoodservice.com)

11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**12. CHANGE ORDERS:**

12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

**13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**Signature Page**

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By: Steve O'Donoghue  
Chairperson

Date: 5/10/16

**CONTRACTOR  
ANDREWS PRODUCE INC.  
D.B.A. ANDREWS FOOD SERVICE**

By: George Andrews III  
Name (Print or Type)

Date: 4/15/16

[Signature]  
Authorized Signature

President/CEO  
Title

**Attest:**  
Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: [Signature]  
Attorney's Signature

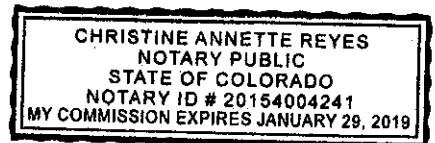
**NOTARIZATION:**  
COUNTY OF Pueblo )  
STATE OF Colorado )SS.

Signed and sworn to before me this 15 day of April, 2016,

by George Andrews III

Notary Public Christine Annette Reyes

My commission expires on: January 29, 2016





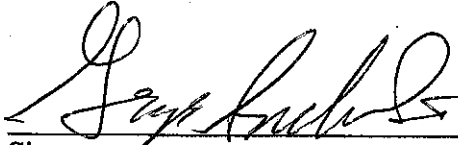
**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

ANDREWS FOODSERVICE  
Company Name

4/15/16  
Date

  
Signature

George ANDREWS III  
Name (Print or Type)

PRESIDENT / CEO  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**ATTACHMENT A**  
(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated February 24, 2016
2. Fee Schedule (Base Year)
3. Proposal, dated December 10, 2015
4. Offeror's Certification of Compliance
5. Offeror's Signature Page

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# ANDREWS

Since 1926

FOODSERVICE  
SYSTEMS

717 E. Industrial Blvd.  
Pueblo West, CO 81007  
Telephone: (719) 543-3846  
Marketing Fax: (719) 543-3021  
Accounting Fax: (719) 543-0553

Ms. Heidi Ellis  
Purchasing Agent II  
4430 S. Adams County Parkway  
Suite 4000A  
Brighton, CO 80601

Subject: Best and Final Offer for Proposal #2015.297 Nutrition Food Services Prime Vendor.

February 24, 2016


Dear Ms. Ellis

After reviewing the questions that you have requested a response to and discussing it in more detail on the phone we believe that the pricing we originally submitted are fair and in your best interest. We are unable to provide fair and accurate pricing for any time period past June 30, 2016 nor can any other distributor. We can however offer you audit privileges so that you would not have to go back out to bid for the second or third year. This option would give you assurances that we are selling all items to you at our cost minus any deviations or allowances that manufacturers offer for your specific bid and then only charging you the delivery fee that we quoted per case in the original bid.

We believe we are offering you a fair pricing structure that would be in your best interest to meet your budgeted needs each year along with any product needs that may arise due to our flexibility to adjust to your needs.

Please feel free to contact us with any additional questions and we look forward to developing a strong partnership with you.

Thank you,  
Michael Hinkle



Director of Procurement  
Andrews Foodservice Systems  
717 E. Industrial Blvd  
Pueblo West, CO 81007  
719-543-3846 ext. 321

**Andrews Foodservice Systems 90 Years in the Making**

## **Pricing**

We have included information/price breakdown sheets as attached. We try to procure the best quality, coupled with the best price, to meet your needs. We did not fill out years two and three price lists. These prices submitted for this RFP will be fixed through June 30 2016. After that date, new pricing will go into effect. We believe going out further with pricing would be a detriment to Adams County Head Start. Andrews Foodservice will work closely with the BOCC on any new items and pricing for the following year. We will provide pricing from a multitude of manufacturers and Adams County Head Start will always have audit privileges given a 7 day notice.

**Andrews Foodservice will charge \$2.95 per case up charge on all items purchased. Any "broken or split cases will be \$3.25 over the cost of the product.**

**There will be no Fuel Surcharge added, however we reserve the right to renegotiate at any time.**

**ATTACHMENT A  
FEE SCHEDULE  
BASE YEAR**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Bread and Grain Products</b>					
1	Cereal, Multi-Grain Cherrios, Bowls, 96/1oz, per case. General Mills, or an approved equal <i>General Mills</i>	197 cases	\$ 2.95	\$ 20.67	\$ 23.62
2	Cereal, Berry Berry Kix, Bowls, 96/68oz, per case General Mills, or an approved equal <i>General Mills</i>	197 cases	\$ 2.95	\$ 20.67	\$ 23.62
3	Cereal, Rice Chex Bowls, 96/1oz, per case General Mills, or an approved equal <i>General Mills</i>	197 cases	\$ 2.95	\$ 20.67	\$ 23.62
4	Cereal, Trix Bowls, 96/1oz per case General Mills, or an approved equal <i>General Mills</i>	197 cases	\$ 2.95	\$ 20.67	\$ 23.62
5	Cereal, Corn Puff Bowls, 96/63oz, per case. General Mills, or an approved equal <i>General Mills</i>	197 cases	\$ 2.95	\$ 20.67	\$ 23.62
6	Cereal, Granola Low Fat, 4 bags, per case Nature Valley, or an approved equal <i>Nature Valley</i>	80 cases	\$ 2.95	\$ 38.95	\$ 41.90
7	Breadstick Dough, 250/1.2 oz, per case Richs, or an approved equal <i>Richs</i>	75 cases	\$ 2.95	\$ 20.00	\$ 22.95
8	Bagels, WG, 72/2 oz, per case Lenders or an approved equal <i>Lenders</i>	250 cases	\$ 2.95	\$ 14.59	\$ 17.90
9	French Toast Slices, WG, 130/2.9-oz per case Sunny Fresh, or an approved equal <i>Sunny Fresh</i>	150 cases	\$ 2.95	\$ 52.88	\$ 55.83
10	Waffles, WG, 144/1.39 oz, per case Aunt Jemima, or an approved equal <i>Aunt Jemima</i>	150 cases	\$ 2.95	\$ 17.09	\$ 20.04
11	Pancakes, WG, 144/1.14 oz, per case Aunt Jemima, or an approved equal <i>Aunt Jemima</i>	150 cases	\$ 2.95	\$ 15.86	\$ 18.81
12	Muffin, Banana WG, 72/2 oz, per case Otis Spunkmeyer, or an approved equal <i>Sara Lee</i>	250 cases	\$ 2.95	\$ 20.40	\$ 23.35

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Bread and Grain Products...continued</b>					
13	Muffin, Wild Blueberry, 72/2 oz, per case Otis Spunkmeyer, or an approved equal <u>Sara Lee</u>	250 cases	\$ 2.95	\$ 20.40	\$ 23.35
14	Muffin Loaf, Very Berry WG, 90/2 oz, per case Super Bakery, or an approved equal <u>Super Bakery</u>	250 cases	\$ 2.95	\$ 23.78	\$ 26.73
15	Rice, Brown WG, 25 lb, bag Par Excellence, or an approved equal <u>Par Excellence</u>	50 cases	\$ 2.95	\$ 14.00	\$ 16.95
16	Pasta, Elbow, WG, 20 lbs, per case Zerega, or an approved equal <u>Barilla</u>	50 cases	\$ 2.95	\$ 15.50	\$ 18.45
17	Pasta, Rotini, WG, 20 lbs, per case Zerega, or an approved equal <u>Barilla</u>	50 cases	\$ 2.95	\$ 15.50	\$ 18.45
18	Tortilla, Corn, 12/60 ct, per case Mission, or an approved equal <u>Don Pancho</u>	50 cases	\$ 2.95	\$ 17.29	\$ 20.24
19	Tortilla, 6" WG, 288 ct, per case Mission, or an approved equal <u>Don Pancho</u>	50 cases	\$ 2.95	\$ 24.85	\$ 27.80
20	Tortilla, 10" WG, 12/12ct, per case Mission, or an approved equal <u>Don Pancho</u>	50 cases	\$ 2.95	\$ 24.60	\$ 27.55
21	Tortilla, 8" WG, 12/12ct, per case Mission, or an approved equal <u>Don Pancho</u>	50 cases	\$ 2.95	\$ 18.84	\$ 21.79
22	Tortilla Chips, WG 6/2lbs, per case Mission, or an approved equal <u>Mission</u>	50 cases	\$ 2.95	\$ 16.71	\$ 19.66
23	Roll, Hoagie 5", Hinged WG 10/12 ct, per case European Bakery, or an approved equal <u>European Bakery</u>	300 cases	\$ 2.95	\$ 26.28	\$ 29.23
24	Roll, Dinner WG, 288/1.25 oz, per case Richs, or an approved equal <u>Richs</u>	125 cases	\$ 2.95	\$ 23.00	\$ 25.95
25	Crackers, Wheat Thins WG, 72/1.75 oz., per case Nabisco, or an approved equal <u>Nabisco</u>	400 cases	\$ 2.95	\$ 26.29	\$ 29.24

Item	Description	Estimated Quantity	Mark-up per Case	Unit Cost	Total
<b>Bread and Grain Products...continued</b>					
26	Oatmeal, Old Fashioned, 12/42 oz, per case Unipro, or an approved equal <u>Unipro</u>	40 cases	\$ 2.95	\$ 31.65	\$ 34.60
27	Oatmeal, Instant Variety Pack, 64/1 oz, per case Malt O Meal, or an approved equal <u>Malt O Meal</u>	197 cases	\$ 2.95	\$ 15.31	\$ 18.26
28	Slider Buns WG, 144 ct, per case <u>168/11.02</u> European Bakery, or an approved equal <u>Super Bakery</u>	300 cases	\$ 2.95	\$ 24.09	\$ 27.04
29	Edibowls, Salad Shells, Baked WG, 144 /26g, per case True Natural, or an approved equal <u>True Natural 4.5"</u>	120 cases	\$ 2.95	\$ 35.30	\$ 38.25
30	Bread, Pita WG, 12/10 ct, per case Kuzina, or an approved equal <u>Ricks</u>	150 cases	\$ 2.95	\$ 32.15	\$ 35.10
31	Buns, Hamburger WG 4", 10/12 ct, per case <u>96 ct</u> European Bakery, or an approved equal <u>3.75"</u> <u>Super Bakery</u>	150 cases	\$ 2.95	\$ 17.15	\$ 20.10
32	Pretzels, WG, Soft, 180/1oz, per case J&J Snack Foods, or an approved equal <u>J+J Snack</u>	100 cases	\$ 2.95	\$ 28.70	\$ 31.65
33	Chewy Granola Bars, 120/.89 oz, per case Nature Valley, or an approved equal <u>Nature Valley</u>	150 cases	\$ 2.95	\$ 29.48	\$ 32.43
34	English Muffins, Plain, WG, 6 doz, per case Thomas Honey Wheat, or an approved equal <u>European Bakery</u>	250 cases	\$ 2.95	\$ 14.37	\$ 17.32
35	Goldfish Crackers, WG, 300/.75 oz, per case Pepperidge Farms, or an approved equal <u>Pepperidge Farms</u>	65 cases	\$ 2.95	\$ 40.07	\$ 43.02
<b>Fresh/ Frozen /Canned Fruits</b>					
36	Oranges - Navel, 113 ct, Fresh <u>113/case</u> <u>15 cs</u> 16,950 ct		\$ 2.95	\$ 18.30	\$ 21.25
37	Bananas - Medium Green Tip, 40 lbs, Fresh <u>40#</u> <u>4 cs</u> 150 lbs		\$ 2.95	\$ 18.10	\$ 21.05
38	Apples Gala, 113 ct, Fresh <u>113 ct</u> <u>15 cs</u> 16,950 ct		\$ 2.95	\$ 30.00	\$ 32.95
39	Apples Granny Smith, 113 ct., Fresh <u>113 ct.</u> <u>15 cs</u> 16,950 ct		\$ 2.95	\$ 30.00	\$ 32.95
40	Grapefruit, 48 ct, Fresh <u>48 ct.</u> <u>150 cs</u> 7,200 ct.		\$ 2.95	\$ 22.00	\$ 24.95
41	Blueberries, 12 ct packs, Fresh <u>12/ 1/2 PT</u> <u>19 cs</u> 150 pkg		\$ 2.95	\$ 11.00	\$ 13.95

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Fresh/ Frozen /Canned Fruits...continued</b>					
42	Strawberries, 8/1lb., Fresh	1905 150 lbs	\$ 2.95	\$ 20.00	\$ 22.95
43	Cantaloupe, 35 # avg, Fresh	507 150 avg	\$ 2.95	\$ 20.00	\$ 22.95
44	Kiwi, 110 ct., Fresh	15105 16,550 ct	\$ 2.95	\$ 22.00	\$ 24.95
45	Apples Granny Smith, 113 ct., Fresh	19065 16,950 ea	\$ 2.95	\$ 29.00	\$ 31.95
46	Grapefruit, 48 ct, Fresh	150 7,200 ea	\$ 2.95	\$ 22.00	\$ 24.95
47	Pineapple Tibits, Canned, 6/ #10 cans, per case Company Brand, or an approved equal	25 cs	\$ 2.95	\$ 31.45	\$ 34.40
45	Fruit Cocktail, Light Syrup, 6/ #10 cans, per case Company Brand, or an approved equal	25 cs	\$ 2.95	\$ 42.44	\$ 45.39
46	Peaches, Diced, Canned, 6/ #10 cans, per case Company Brand, or an approved equal	25 cs	\$ 2.95	\$ 39.94	\$ 42.89
47	Mandarin Oranges, Canned, 6/ #10 cans, per case Jack Pot, or an approved equal	25 cs	\$ 2.95	\$ 27.55	\$ 30.50
48	Pears, Diced, Canned, 6/ #10 cans, per case Sysco, or an approved equal	25 cs	\$ 2.95	\$ 34.45	\$ 37.40
49	<sup>Halves</sup> Apricots, <del>Sliced</del> Canned, 6/ #10 cans, per case Mission Pride, or an approved equal	25 cs	\$ 2.95	\$ 40.15	\$ 43.10
50	Applesauce, Plain, Canned, 6/ #10 cans, per case Company Brand, or an approved equal	25 cs	\$ 2.95	\$ 22.75	\$ 25.70
51	Blueberries, Frozen, 20 lb.s per case Simplet, or an approved equal <u>Simplet</u>	100 cs	\$ 2.95	\$ 37.93	\$ 40.88
52	Mangos, Diced, Frozen, 2/5lbs, per case Dole, or an approved equal <u>Dole</u>	50 cs	\$ 2.95	\$ 24.10	\$ 27.05
53	Applesauce Cup, Plain, 96/4.5 oz, per case National Food, or an approved equal	150 cs	\$ 2.95	\$ 23.75	\$ 26.70
54	Applesauce Cup, Peach, 96/4.5 oz, per case Dole, or an approved equal	150 cs	\$ 2.95	\$ 24.75	\$ 27.70



Item	Description	Estimated Quantity	Mark-up per Case	Unit Cost	Total
<b>Fresh/ Frozen /Canned Fruits...continued</b>					
55	Fruit Cup, Mixed 100% Fruit, PC Pack size. Any Brand, or an approved equal <u>DATE</u>	150 cs	\$ 2.95	\$ 17.77	\$ 20.72
56	Cherry Dried Fruit Snacks, 200/1.16 oz per case. Ocean Spray, or an approved equal <u>Ocean Spray</u>	150 cs	\$ 2.95	\$ 43.00	\$ 45.95
<b>Fresh/ Frozen /Canned Vegetables</b>					
57	Lettuce, Spring Mix, 2.5 lb, Fresh <i>2# bag</i>	146540 lbs	\$ 2.95	\$ 7.63	\$ 10.58
58	Lettuce, Leaf Sandwich Pieces, any pkg size, Fresh	5 40 lbs	\$ 2.95	\$ 25.00	\$ 27.95
59	Lettuce, Shredded, 4/ 5lbs, Fresh	1 25 cs	\$ 2.95	\$ 14.20	\$ 17.15
60	Lettuce, Romaine, 4/5lbs per case, Fresh	1 25 cs	\$ 2.95	\$ 16.20	\$ 19.15
61	Cucumbers, 5 lbs, Fresh	165 25 lbs	\$ 2.95	\$ 5.00	\$ 7.95
62	Shredded Carrots, 4/5lbs, per case, Fresh	1 25 lbs	\$ 2.95	\$ 19.15	\$ 20.10
63	Tomatoes, 5x6 Flat, Fresh	1 25 lbs	\$ 2.95	\$ 14.35	\$ 19.30
64	Celery Sticks, 4/ 5lbs, Fresh	1 25 lbs	\$ 2.95	\$ 26.85	\$ 29.80
65	Carrot Sticks, 4/ 5lb., Fresh	1 25 lbs	\$ 2.95	\$ 26.15	\$ 29.10
66	Carrot, Baby, 4/ 5lbs, Fresh <i>8/5*</i>	1 25 lbs	\$ 2.95	\$ 25.00	\$ 27.95
67	Cabbage, Shredded, 4/ 5lbs, Fresh	1 25 lbs	\$ 2.95	\$ 11.20	\$ 14.15
68	Jicama Sticks, 4/5lbs, per case, Fresh	25 cs	\$ 2.95	\$ 14.25	\$ 17.20
69	Mixed Vegetables, Frozen, 24 lbs, per case Company Brand, or an approved equal <u>Simplex</u>	35 cs	\$ 2.95	\$ 16.93	\$ 19.88
70	California Blend Vegetables, Frozen, 6/4lb.s per case Company Brand, or an approved equal <u>Simplex</u>	35 cs	\$ 2.95	\$ 23.37	\$ 26.22
71	Green Beans, Frozen, 12/2lbs per case Company Brand, or an approved equal <u>Simplex</u>	35 cs	\$ 2.95	\$ 20.99	\$ 23.94
72	Roasted Butternut Squash, Frozen, 1/ 5#, per case Mrs. C, or an approved equal	70 cs	\$ 2.95	\$ 9.50	\$ 12.45

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
Fresh/ Frozen /Canned Vegetables ...continued					
73	Oriental Blend Vegetables, Frozen, 6/4lbs per case Company Brand, or an approved equal <u>Simplet</u>	25 lbs	\$ 2.95	\$ 23.55	\$ 26.50
74	Potato Wedges, Frozen, 6/5lbs, per case Company Brand, or an approved equal <u>Simplet</u>	25 cs	\$ 2.95	\$ 16.92	\$ 19.87
75	Corn, Frozen, 12/2.5 lbs, per case 24 lbs per case, or an approved equal <u>Simplet</u>	25 cs	\$ 2.95	\$ 33.09	\$ 36.04
76	Corn, Mexicali Style, Frozen, 24 lbs, per case 24 lbs per case, or an approved equal	25 cs	\$ 2.95	\$ 15.39	\$ 18.34
77	Broccoli, Dice Florets, Frozen, 12/2lbs, per case Company Brand, or an approved equal	25 lbs	\$ 2.95	\$ 20.85	\$ 23.80
78	Tomato Sauce, Canned, 6/ #10 cans, per case Company Brand, or an approved equal <u>Nuts</u>	25 cs	\$ 2.95	\$ 20.93	\$ 23.88
79	Tomato, Diced, Canned, 6/ #10 cans, per case Casa Solano, or an approved equal <u>Angela Mia</u>	25 cs	\$ 2.95	\$ 21.92	\$ 24.87
80	Tomato, Paste, Canned, 6/ #10 cans, per case Mrs. C, or an approved equal <u>Nuts</u>	15 cs	\$ 2.95	\$ 32.08	\$ 35.03
81	Spaghetti Sauce, Canned, 6/ #10 cans, per case Angelina, or an approved equal <u>Angela Mia</u>	25 cs	\$ 2.95	\$ 28.30	\$ 31.25
82	Marinara Sauce, Canned, 6/ #10 cans, per case Arrezzo, or an approved equal <u>Angela Mia</u>	25 cs	\$ 2.95	\$ 30.14	\$ 33.09
83	Beans, Black, Low Sodium, Canned, 6/ #10 cans, per case Bushs, or an approved equal <u>Bushs</u>	15 cs	\$ 2.95	\$ 20.00	\$ 22.95
84	Beans, Great Northern White, Canned, 6/ #10 cans, per case Bushs, or an approved equal <u>Bushs</u>	25 cs	\$ 2.95	\$ 19.92	\$ 22.87
85	Beans, Pinto, Canned, 6/ #10 cans, per case Casa Solano, or an approved equal <u>Bushs</u>	25 cs	\$ 2.95	\$ 19.92	\$ 22.87

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Fresh/ Frozen /Canned Vegetables ...continued</b>					
86	Beans, Refried, 6/29.77 oz, per case Santiago, or an approved equal <u>Rosamita</u>	25cs	\$2.95	\$28.22	\$31.17
<b>Fresh Meat/ Frozen</b>					
87	Ground Beef 81/19, Fresh, 40-lbs Fire River Farms, or an approved equal <u>FRF</u>	15 cs	\$2.95	\$1.89/#	\$1.89 + 2.95/cs
88	Chicken, Fajita Style, Frozen, 195/2.45 oz, Pilgrims Pride, or an approved equal <u>Pilgrims Pride</u>	75 cs	\$2.95	\$84.27	\$87.22
89	Chicken, Diced, Frozen, 6/5lbs, per case Pilgrims Pride, or an approved equal <u>Pilgrims Pride</u>	75 cs	\$2.95	\$84.27	\$87.22
90	Chicken, Patti, WHL MSCL, Frozen, 105/3-oz, Pilgrims Pride, or an approved equal <u>Pilgrims Pride</u>	150 cs	\$2.95	\$84.17	\$87.12
91	Chicken, Teriyaki Style, 240/2.8 oz, per case Mint, or an approved equal <u>Mint</u>	75 cs	\$2.95	\$136.90	139.85
92	Turkey, Sliced, Fresh, 6/2lbs, per case Jennie O, or an approved equal	15 cs	\$	\$	\$
93	Ham, Sliced, Fresh, 6/2lbs, per case Jennie O, or an approved equal <u>Jennie O</u>	15 cs	\$2.95	\$39.00	42.90
94	Meatball, Mini, Frozen, 6/5lbs, per case JTM, or an approved equal <u>JTM</u>	75 cs	\$2.95	\$65.77	68.72
95	Fish, Alaskan White Pollock Fillets, Frozen, 80/2.6 oz, per case High Liner Foods, or an approved equal <u>High Liner</u>	25 cs	\$2.95	\$35.16	38.11
96	Hamburger, Patties, Frozen, 53/3-oz, per case Fire River Farms, or an approved equal <u>Kings Command</u>	325 cs	\$2.95	\$89.15	\$92.10
97	Pork, Carnitas, Frozen, 4/8lbs per case JTM, or an approved equal <u>JTM</u>	35 cs	\$2.95	\$74.23	\$77.88

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Meat Alternatives</b>					
98	Eggs, Hard boiled, 144/; per case Sunny Fresh, or an approved equal <u>Sunny Fresh</u>	75 cs	\$ 2.95	\$32.79	\$ 35.74
99	Eggs, Fresh, 1 doz, Meadow Gold, or an approved equal <u>Morning Fresh</u> 15 doz	25 dz	\$ 2.95	\$25.28	\$ 28.23
100	Hummus, Red Pepper, Cups, 195/2.43 oz, per case JTM, or an approved equal <u>JTM</u>	50 cs	\$ 2.95	\$66.03	\$ 68.98
101	Sun Butter Cups (peanut butter replacement), 200/1.1 oz, per case Sun Butter, or an approved equal <u>Sun Butter</u>	75 cs	\$ 2.95	\$54.00	\$ 56.95
<b>Processed Products</b>					
102	Burrito, Breakfast, Saus, Ch, Pot, Egg, 72/2.6 oz, per case Schwans, or an approved equal <u>Schwans</u>	450 cs	\$ 2.95	\$28.50	\$ 31.45
103	Burrito, Bean & Cheese, 96/5.75 oz, per case Los Cabos, or an approved equal <u>Los Cabos</u>	177 cs	\$ 2.95	\$54.23	\$ 57.18
104	Grilled Ham/Cheese Sandwich, 72/4.25 oz, per case Integrated, or an approved equal <u>Integrated</u>	450 cs	\$ 2.95	\$61.03	\$ 63.98
105	Egg/Cheese WG Sandwich, 100/2.35 oz, per case Advance Pierre, or an approved equal <u>Advance Pierre</u>	150 cs	\$ 2.95	\$40.69	\$ 43.64
106	Deep Dish Cheese Pizza, 60/5.03 oz, per case Schwans, or an approved equal <u>Schwans</u>	350 cs	\$ 2.95	\$43.20	\$ 46.15
<b>Dairy Products</b>					
108	Yogurt, Low Fat Vanilla, 6/32 oz, per case Dannon, or an approved equal <u>Dannon</u>	10 cs	\$ 2.95	\$14.64	\$ 17.59
109	Cream Cheese, Strawberry, 100/1 oz; per case Kraft, or an approved equal <u>Philadelphia</u>	150 cs	\$ 2.95	\$18.00	\$ 21.55
110	Cheese, Sliced American, Red Sodium, 4/5lbs, per case Bongards, or an approved equal <u>Bongards</u>	35 cs	\$ 2.95	\$41.85	\$ 44.80

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Dairy Products...continued</b>					
107	Ravioli, Beef, 6/#10 cans, per case Chef Boyardee, or an approved equal <u>Chef Boyardee</u>	25 cs	\$ 2.95	\$32.62	\$ 35.57
111	Cheese, Cheddar Jack, Shredded, 4/5lbs, per case Bongards, or an approved equal <u>Bongards</u>	35 cs	\$ 2.95	\$46.50	\$ 49.45
112	Cheese, Marbel Jack Sticks, 168/1 oz, per case Bongards, or an approved equal <u>Bongards</u>	103 cs	\$ 2.95	\$32.66	\$ 35.61
113	Cheese, Mozzarella Sticks, 168/1 oz per case Bongards, or an approved equal <u>Bongards</u>	103 cs	\$ 2.95	\$31.05	\$ 34.00
114	Cheese, Cubes - Cheddar, Swiss, Mont Jack, <sup>2/5#</sup> 3/5lbs, per case Block & Barrel, or an approved equal <u>Arthur Schuman</u>	35 cs	\$ 2.95	\$ 2.40#	\$ 2.40# + 2.95/05
115	Cheese, Cottage 2%, 2/5 lbs, Wholesome Farms, or an approved equal <u>Meadow Gold</u>	10 lbs	\$ 2.95	\$ 7.95	\$ 10.90
116	Cheese, Mozzarella, Shredded, 4/5lbs, per case Arrezzo, or an approved equal <u>Bongards</u>	15 cs	\$ 2.95	\$45.50	\$ 48.45
117	Cheese, Parmesan, Shredded, 4/5lbs, per case Arrezzo, or an approved equal <u>Mexico</u>	15 cs	\$ 2.95	\$61.60	\$ 64.55
<b>Miscellaneous Food Products- Pantry</b>					
118	Salsa, 4 gallons, per case Rosarita, or an approved equal <u>Rosarita</u>	10 gal	\$ 2.95	\$34.21	\$ 37.16
119	Ranch Dressing, Low Fat, 4 gallons, per case Kens, or an approved equal <u>Kens</u>	10 gal	\$ 2.95	\$34.67	\$ 37.62
120	Syrup Cups, 100/1.5 oz, per case. Americana, or an approved equal <u>Americana</u>	350 cs	\$ 2.95	\$ 5.92	\$ 8.87
121	Mustard Packets, 1000/4.5 gm, per case Company Brand, or an approved equal <u>Americana</u>	5 cs	\$ 2.95	\$ 4.17	\$ 7.12

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Miscellaneous Food Products- Pantry... continued</b>					
122	Ketchup Packets, 1000/7 gm, per case Company Brand, or an approved equal <u>Kuats</u>	5 cs	\$ 2.95	\$ 16.57	\$ 19.52
123	Mayonnaise Packets, Light, 210/ 3/8 oz, per case Helimans, or an approved equal <u>Kens</u>	5 cs	\$ 2.95	\$ 14.30	\$ 17.25
124	Mayonnaise, Light, 4 gallons, per case Kens, or an approved equal <u>Kens</u>	10 cs	\$ 2.95	\$ 24.28	\$ 27.23
125	Flour - White, 50 lbs, Company Brand, or an approved equal <u>Canagna</u>	5 cs	\$ 2.95	\$ 10.78	\$ 13.73
126	Flour - Whole Wheat, 50 lb, Company Brand, or an approved equal <u>Canagna</u>	5 cs	\$ 2.95	\$ 11.54	\$ 14.49
127	Sugar -Granulated, 25 lbs, Company Brand, or an approved equal. <u>Western</u>	10 cs	\$ 2.95	\$ 15.27	\$ 18.22
128	Salt - Kosher, 12/3 lbs, per case. Cargill, or an approved equal <u>Cargill</u>	2 cs	\$ 2.95	\$ 25.22	\$ 28.17
129	Dehydrated onions, 15 lbs, CF Sauerl, or an approved equal <u>CF Sauerl</u>	2 cs	\$ 2.95	\$ 38.37	\$ 41.32
130	Spices - Variety, As Needed	10 ea	\$ 2.95	\$ <u>Varies</u>	
131	Sauce, BBQ, 4 gallons, per case Sweet Baby Rays, or an approved equal <u>Sweet Baby Rays</u>	5 cs	\$ 2.95	\$ 36.30	\$ 39.25
132	Soup, Cream of Mushroom, 12/50 oz, per case Campbells, or an approved equal <u>Campbells</u>	5 cs	\$ 2.95	\$ 43.56	\$ 46.51

**Supplied-Sites/Storage, Etc.**

133	Sporks, 1000 ct, Company Brand, or an approved equal <u>Companiens</u>	75 cs	\$ 2.95	\$ 6.80	\$ 9.75
134	Spoons, 1000 ct, Company Brand, or an approved equal <u>Companiens</u>	75 cs	\$ 2.95	\$ 6.80	\$ 9.75

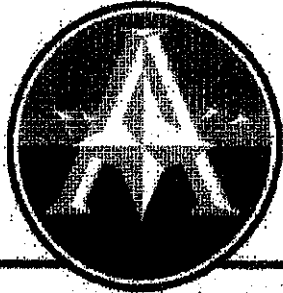
<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
Supplied-Sites/Storage, Etc. ... continued					
135	Forks, 1000 ct Company Brand, or an approved equal <u>COMPANIONS</u>	75 cs	\$2.95	\$6.80	\$9.75
136	Napkins, <del>4/500 ct</del> , 20/500 ct Company Brand, or an approved equal <u>HI VALU</u>	25 cs	\$2.95	\$30.90	\$33.85
137	Paper Towels, 30 per case Company Brand, or an approved equal <u>PRIME SOURCE</u>	50 cs	\$2.95	\$23.60	\$26.55
138	Soap, Liquid Dishwashing, 3/38 oz, per case Dawn, or an approved equal <u>DAWN</u>	10 cs	\$2.95	\$32.21	\$35.16
139	Cups 7 oz, Plastic, <del>20/70 ct</del> , per case 25/100 ct Company Brand, or an approved equal <u>FABRIKAL</u>	75 cs	\$2.95	\$84.96	\$87.91
140	Cups 1 oz, Paper Souffle, 10/100 ct, per case Company Brand, or an approved equal <u>FABRIKAL</u>	25 cs	\$2.95	\$45.25	\$48.20
141	Bowls, Cereal, Soup <sup>12</sup> 16 oz, <del>10/100 ct</del> , per case 8/125 ct Company Brand, or an approved equal <u>GENPAK</u>	25 cs	\$2.95	\$24.26	\$27.21
142	Plates, Paper 9", 500 ct, per case 1000 ct Earth Choice, or an approved equal <u>ATM</u>	75 cs	\$2.95	\$15.14	\$18.09
143	Plastic Wrap with Cutter, 1 Unit Company Brand, or an approved equal <u>COMPANIONS</u> 18" x 2000'	5 cs	\$2.95	\$14.67	\$17.62
144	Foil Wrap, 1 Unit Company Brand, or an approved equal <u>COMPANIONS</u> 12" x 1000'	5 cs	\$2.95	\$19.94	\$22.89
145	Bags, Gallon Ziploc, or an approved equal <u>HANSGARD</u> 4985130	5 cs	\$2.95	\$11.73	\$14.68
146	Bags, Quart Ziploc, or an approved equal <u>HANSGARD</u> 4985120	5 cs	\$2.95	\$11.80	\$14.75
147	Parchment Paper, 1000 ct. Primesource, or an approved equal <u>PRIME SOURCE</u>	5 cs	\$2.95	\$33.27	\$36.22

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Mark-up per Case</u>	<u>Unit Cost</u>	<u>Total</u>
<u>Supplied-Sites/Storage, Etc...</u> continued					
148	Bun Bags, 200 ct, Handgards, or an approved equal <u>HANDS ARE 3678979</u>	5 cs	<u>\$2.95</u>	<u>\$11.50</u>	<u>\$14.45</u>
149	Spray, Non Stick Oil, 6/17 oz, per case Pam, or an approved equal <u>PAM 32288</u>	5 cs	<u>\$2.95</u>	<u>\$20.68</u>	<u>\$23.63</u>
150	Spray Bottles, 12, per case <sup>3</sup> W/NOZZLE Eco-Lab, or an approved equal	5 cs	<u>\$2.95</u>	<u>\$4.19</u>	<u>\$7.14</u>
151	Spray Bottle Nozzels (sprayer), 12, per case Eco-Lab, or an approved equal <u>(SEE ABOVE)</u>	5 cs	\$	\$	\$
152	Trash Bags, 100 ct, Company Brand, or an approved equal <u>CRIBAG</u>	50 cs	<u>\$2.95</u>	<u>\$35.24</u>	<u>\$38.19</u>
153	Black 24 oz Bowls w/lids, Company Brand, or an approved equal <u>GENPAK</u>	5 cs	<u>\$2.95</u>	<u>\$33.45</u>	<u>\$36.40</u>
154	Black 16 oz Bowls w/lids Company Brand, or an approved equal <u>GENPAK</u>	5 cs	<u>\$2.95</u>	<u>\$28.35</u>	<u>\$31.30</u>
155	Pans, Steam Table 1/2 Size 4" Company Brand, or an approved equal <u>HANDI FOIL</u>	5 cs	<u>\$2.95</u>	<u>\$25.69</u>	<u>\$28.64</u>

BASE YEAR TOTAL \$ 401,204.00\*

Note: \* Agreement is being awarded for \$202,415.00 for the first year.





**ADAMS COUNTY**

**COLORADO**

*Partnering With*

**ANDREWS**

FOODSERVICE  
SYSTEMS

*Nutrition Food Services Bid for 2016*

*RFP #2015.297*

*Nutrition Food Services*

*December 10, 2015*

*4:00 p.m.*

# QUALIFICATIONS



Back in 1926, George Andrews Sr. and his brother Joe established J.G. Andrews Fruit and Vegetable Company. They started by selling a train boxcar of peaches bought on consignment. At that time, there were ten other produce houses in the city of Pueblo. The business at that time, dealt strictly with the sales of fresh fruits and vegetables. In 1969, George Jr., son of founding father George Andrews Sr., purchased the company, incorporated it, and renamed it Andrews Produce, Inc. In 1977, due to stiff competition and the need to survive, the decision was made to expand the corporation's product line to include groceries.

Succeeding their father into the third generation of family ownership are current owners George Andrews III, Deb Hinkle and Jacque Ponx. The year 2000 marked the year Andrews acquired its first company, Stein Foods. The business is now named Andrews Foodservice Systems and is 76% woman owned.

March of 2004 marked another milestone for AFS. We moved into our state of the art, modern 110,000 square foot facility located in Pueblo West, Colorado. Today, Andrews Foodservice Systems is a broad line grocery, restaurant, institutional and retail supplier of a wide variety of paper products, cleaning supplies, dry groceries, frozen foods, boxed beef, dairy products, small wares, USDA Commodities, and of course, fresh fruits and vegetables.

In February, 2010 Andrews went "Green." A 100 KW Solar array was installed at AFS. This is by far the largest - on building - commercial array in Southern Colorado to date. This is our part of helping the environment by being energy conscious while reducing our company's carbon footprint.

January 2011, the owners of Andrews Foodservice became partners in Tucci Fresh Produce, located in Denver, CO. This partnership has enabled Andrews Foodservice to reach a broader spectrum of customers within the fresh produce world as well as having a consolidation dock in the Denver area. This move has helped tremendously with regional logistics as well as supply chain management.

From that one pushcart and that one item, we sell and distribute today over 7,500 commercial items. The corporation's market base extends throughout the entire state of Colorado, into Wyoming and New Mexico.

Knowledge of our market and competition has allowed us to meet our customer's needs with the greatest expertise possible. Service and flexibility are two of our greatest attributes. Andrews Foodservice Systems has survived recessions, competition and layoffs due to the outstanding rapport we share with our customers and also our willingness to adapt.

Because we are a Colorado Company and believe in keeping Colorado's business in Colorado, Andrews Foodservice Systems desires to form and maintain this alliance with the Adams County Head Start department as we have in the past. We are always prepared to restructure our entire organization for a long-term competitive advantage. Andrews Foodservice Systems therefore has a personally vested interest in the success of BOCC. This is something you may not find with another company.

**Our stability and staying power of 90 years speaks for itself!**

Andrews Foodservice Systems has been providing distribution services for the foodservice industry for several decades, and has partnered with Colorado School Districts since 1980.

From 1983 through 2008, AFS was a distributor for the USDA/CDHS commodity program in Colorado. From 2004 through 2008, AFS was the distributor for the entire state. Our knowledge of the commodity program and school food service delivery is quite extensive.

# **OPERATING EXPERIENCE**

Andrews Foodservice Systems proudly markets the CODE Label under the UniPro Foodservice Systems Cooperative with over 550 individual member distributors in the nation and worldwide. UniPro Foodservice Systems consistently ranks as the #1 or #2 customer to most manufacturers in the foodservice industry. Based in Atlanta, Georgia, with an employee staff of over 180 people, UniPro Foodservice Systems is a premier distributor buying group. Purchasing agents are employed in the grocery, canned goods, disposables, boxed beef, and supplies and equipment lines. These agents are responsible to negotiate programs and pricing, as well as monitor quality assurance of the strict standards set by the co-op. Sales for members in the organization exceed 57 Billion dollars annually, making UniPro Foodservice Systems the largest cooperative of independent distributors in the world and the #1 Foodservice company in total sales nationally. Andrews Foodservice Systems takes every advantage this group offers to maximize competitiveness and profitability.

Andrews Foodservice Systems has been a Vendor for Aurora School District since 1997. We were awarded Prime Vendor for their Produce purchases this past fall. We take great pride in that. We have service the Adams County Head start Programs dating back to 2011. It is a great partnership, and we believe that both parties have benefitted.

Andrews has been the Prime Vendor for Denver Public Schools Produce items for the last two years. We have been the Prime Vendor for Harrison School District, Mesa County Schools, the Adams Arapahoe Co-op, the Northern Colorado Co-op, CCSTAR Co-op and Water World Water Park to name a few. AFS has also enjoyed much success over the past few years with "bids." With Annual purchases of over one million dollars we have partnered with Denver Public School District, The State and Federal Prison systems, as well as Aurora Public Schools, as well as the CCSTAR Co-op. We currently service six (7) state prisons, three (3) federal prisons, Colorado Mental Health Institute - Pueblo, Colorado Mental Health Institute Pueblo SRDA, Trinidad State Nursing Home, Homelake Veteran Center, and McCandless Veteran Center, along with numerous other School Districts and other organizations throughout the state. Numerous Nursing homes as well as Head Start Programs through out the state as well.

For the past fifteen years, Andrews Foodservice has been CCSTAR's service provider since their inception. We have provided all frozen, refrigerated and dry items to the CO-OP, as well as produce through DOD contracts as well as 4&11 dollars.

Currently, we stock over 7500 line items and approximately 4500 are "school items" or "kid friendly" items. Our school/contract sales were approximately 60% of our annual sales for 2014. Total produce sales for the company in 2014 was approximately 15%.

Spring 2016 marks our 90<sup>th</sup> anniversary!

# **DELIVERY SERVICES**

## **Change Orders – Additions/Deletions**

On a case-by-case basis, any additions or deletions can be made by 3:00 P.M. the day prior to shipment of the product. We realize special exceptions will apply. AFS will do everything possible to fill all orders as ordered without changes, deletions or substitutions.

## **Delivery Timelines**

AFS will have a dedicated truck and driver to deliver to your facilities daily. Your place of business will be given an itemized invoice upon delivery. When no order exists in our system, you will be contacted and asked to verify their order status.

## **Delivery**

Your delivery would be delivered to your facilities up to twice per week. We would ask for a standing delivery appointment. Our drivers would assist in off loading the product and placing it in your coolers, if desired. We currently deliver weekly on Tuesdays.

With regards to monitoring temperatures, we load all products in pre-cooled trailers. These temperatures are monitored throughout the loading process. When the driver comes to work, his trailer is already loaded and the doors are shut. He also monitors the temperature of the refrigerated unit on the truck at that time. If there is a problem, the issue is either fixed at that time, or product will be off-loaded and loaded onto another vehicle and/or trailer.

## **Transportation**

Trucks are pre-cooled and product is palletized. AFS uses a "two-pallet" selection process when loading product. (Two pallets are loaded on the truck at once.) Loads are "cubed" out according to how large the load is. This creates a "level load" throughout the trailer for easy transportation and off loading of product.

We would ask that AFS has a standing appointment daily at your place of business.

## **Fleet Maintenance**

All AFS tractors are leased with MHC Truck Leasing or owned by the company accordingly. All trailers are owned by Andrews Foodservice Systems. All equipment used for school delivery is two years old or younger. With the new engine technology,

all tractors run preventative maintenance (PM) checks every 24,000 miles. This is by the specifications set by the leasing companies.

Trailers run a PM check every 1000 to 3000 hours based on the unit. This work is done by MHC.

All equipment is given an annual Department of Transportation (DOT) inspection.

All drivers do a daily pre-trip and post-trip inspection on both their tractor and trailer used that day.

AFS has had one (1) DOT accident in the last 97 months. This equates to one major accident in every 5.7 million miles!

## **APPROACH**

Since 2000, AFS has been the major School Foodservice Distributor in the state of Colorado. We have been in business going on 90 years!

Andrews Foodservice requires that our entire organization be continuously customer oriented. Our future success is dependent upon meeting our customers' needs better than our competition. We desire to maintain a marketing concept and distribution capability to identify changing trends and emerging markets and effectively promote our products. We strive daily to provide our customers with continuous offerings of quality merchandise, competitively priced, while stressing value and service. We plan to maintain our facility as a modern, attractive, clean and orderly establishment that is pleasing to our customers and employees.

Profitable results from operations are required. Recognizing there are always better ways to perform many functions, continuous improvement in operating capability is a daily objective of the entire organization. Managers are expected to plan objectives, set monthly goals, delegate responsibilities, motivate people, control operations, and achieve results measured through planned objectives.

### **Contract Implementation**

Once awarded the contract, AFS would like copies of all menus with corresponding cases to purchase to ensure the items are available to meet your needs. We will review all menus and match up with product availability and timelines. AFS would obtain product forecasts (estimates) of your first week's usage. We would procure items accordingly to ensure the quantity ordered is correct and the quality is what is expected. We will purchase product from growers, shippers and manufacturers. We will fill your

orders accordingly and ship product to your warehouse. Daily and weekly communication will take place to ensure 100% order accuracy and fulfillment.

### **Ordering Process**

Our computer system will allow Adams County Head Start to utilize the worldwide web to input their orders, run usage reports, check quantities on hand and review account activity. The order is submitted to AFS via the web. Our personnel will review the order for accuracy; i.e. item numbers, date, stock on hand, and stock substitutions or outs. Any changes will be communicated to Aurora School District staff members, which in turn will approve all changes the day prior to delivery, or earlier if needed.

Communication is key! We anticipate weekly communication with BOCC Staff regarding produce information, market trends, availability, and cost points. By doing this practice, AFS will order and procure product for Adams County Head Start. This will ensure the highest quality and freshest product possible, as well as best "use by" dates.

Via the Internet, Adams County Head Start may view any item we have received and allocated to them for future delivery. This information may assist you when they place their orders for delivery.

### **Rejection / Replacement Process**

AFS prides itself on our quality. Every attempt will be made to have every order perfect. We also understand that sometimes produce is extremely fragile and has needs to be handled in a specific way. Every quality issue is examined to find out what the true problem is. If product is not up to the standards set by you, product will be replaced by the next day. If problems exist with a specific product, AFS will switch immediately to a different manufacturer so this problem ceases to exist. If there is a handling issue "in house," we will take the necessary steps immediately to fix the problem.

### **Communication**

AFS will designate Terri Golob, our Customer Service Supervisor as the main point of contact with Adams County Head Start.

### **Reports**

AFS will track and summarize any report needed by Adams County Head Start. We can tailor the information anyway you desire. Andrews Foodservice will provide market information and pricing trends weekly to if needed. This will be in the form of an email along with weekly price changes.

### **Special Orders**

AFS can procure any item (with in reason) that is available. Obviously, if the product is not in season, or a large minimum needs to be met, we will not be able to procure that item. We would have the product delivered to you based on the manufacturer's lead time.

### **Forecasting**

We run daily reports of what is allocated in the system, and procure product, with safety stock accordingly. We then order fresh produce daily. We purchase items by what is allocated. This means we will bring in only what is needed with only a small amount of safety stock. This ensures the highest quality possible for our customers. You may not find this with other distributors.

AFS currently selects and loads product according to our outbound schedule. Our farthest outbound truck daily, get loaded first.

### **Warehouse**

Our warehouse is operated under a first in --first out (FIFO) inventory system. AFS is wireless and scans product both inbound and outbound. This state of the art scanning system allows every item to be scanned for inventory and slot verification purposes. Reports are generated daily for date issues (over five days old) and our Quality Assurance Manager reviews those items. A determination is made to keep the item, or dispose of it based on what the item actually are, i.e. apples vs. taco shred. Our goal is to give our customers at least 8 to 10 days shelf life, or more if possible.

Our facility is 100,000 square feet, with 35,000 feet of frozen and refrigerated space. All cooling units are equipped with alarms to notify staff if there is a mechanical issue. We carry over 7500 line items and over 500 produce (depending on the time of year) items.

### **Local Items**

AFS believes in supporting ABC - Always Buy Colorado, which support local farmers. Whenever possible and when quality is ensured, we procure as much as possible from our local Farmers. Obviously, the growing season is somewhat limited. However, we can tour the fields and packing houses, see what exactly is being grown and order accordingly.

### **Stocking Requirements**

Being the Prime Vendor for Adams County Head tart, our goal is to procure, inventory and ship product to you when needed. Having the order 7 days in advance, there will be no need to stock a minimum amount of product. We will procure the necessary items and ship accordingly.



There are no special hardware or network requirements to utilize the Andrews Foodservice Online Ordering Site. The website works with Internet Explorer and Firefox (Mac users; Firefox for Mac is compatible, Safari is not). The ordering system is entirely web based so no special software is necessary.

Andrews Foodservice website is located at: <http://www.andrewsfoodservice.com/>  
Our Online Ordering system is located at: <http://63.227.183.33/pnet/eOrderServlet>

You can access Andrews Foodservice Online Ordering system directly or navigate to the system using our main website. It is recommended to bookmark both addresses; our main website is hosted outside of Andrews Foodservice and Andrews therefore cannot guarantee uptime on those servers. The ordering page however is hosted internally and enjoys 99.9% uptime. In the rare event that our online order site is down, Andrews Foodservice has trained sales representatives who can assist with getting orders placed and shipped regardless of technical difficulties. It is important to Andrews Foodservice that our customers understand that part of our mission is *to be a leader in the wholesale food service industry by providing superior customer service*

## **KEY PERSONNEL**

**Terri Golob – Inside Sales/ Customer Service Supervisor** - Terri has been employed with AFS since 1991. She is an integral part of the day to day operations of the food supply chain at AFS. Her and her team is responsible for daily communication with our school customers as well as any customer "call ins." She ensures that all orders are received from our customers and handles any issues that may arise. Her extensive knowledge of product allows her to be a useful entity for Adams County Head Start.

**Mike Hinkle – Director of Procurement** - Employed since 2006, Mike is responsible for the procurement of inbound product, vendor negotiations and the administration of all government bids, including state and federal prisons, schools and health care institutions. Mike has a degree in Food Service and Hospitality Management and his analytical approach to merchandising provides the guidance necessary to ensure purchasing objectives are met daily.

**Phil Mondragon – Warehouse Manager** – Employed since 2005, has worked on our selection crew, became Receiving Manager, and was recently promoted to Warehouse Manager. Phil's stint in the Marine Corps has given him a wealth of knowledge and problem solving skills. His positive and outgoing personality makes the people around him become more productive and his ability to "get the job done" is second to none.

**Garrison Gurule - I.T. Director** – Garrison is responsible for the operation of information systems and services. He oversees daily reporting of information to all departments. Garrison provides technical support for all corporate computer users to ensure proficiency and understanding of information systems.

### **Special Programs**

Being part of UniPro, AFS can establish seminars and webinars for Aurora School District. UniPro University is a professional, on-going training system designed for foodservice distribution and foodservice operators. The foodservice training programs offered by UniPro University will be your most valuable asset in developing and positioning your business for the future.

UniPro University is strictly focused on foodservice training. You can choose from a variety of modules all designed to train for specific foodservice needs. All UniPro University trainers are industry experienced and are certified in adult training methods. Only the best can train the best.

UniPro University offers:

#### Operator/Customer Training

- Management Training

#### Operator Food Safety

- ServSafe Training
- Food Safety Training

This can all be initialized by Andrews Foodservice Systems.

We can also establish quarterly training seminars at a site of your choice. The aspects can be, but not limited to, storage, shelf life, growing areas, etc. This can be facilitated quite easily by the staff at Andrews Foodservice Systems.

With regards to managing Federal Funded projects and reporting, AFS has had over 30 years experience in dealing with Government agencies and project. We work in close contact with any state or Federal agency to ensure proper steps are taken. We manage USDA Commodities on a daily and weekly basis and any reporting monthly as well.

### OFFEROR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that The offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

ANDREWS FIRE SERVICE SYSTEMS  
Company Name

12/10/15  
Date

MIKE HUKLE  
Name (Print or Type)

Michael W. Hukle  
Signature

Director of Procurement  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



**REQUEST FOR PROPOSAL**

**2015.297  
NUTRITION FOOD SERVICES  
PRIME VENDOR(S)**

**OFFEROR'S STATEMENT/SIGNATURE PAGE**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE through Addenda # NONE  
(If None, Please write NONE)

ANDREWS FOODSERVICE  
Company Name

12/10/15  
Date

717 EAST INDUSTRIAL BLVD  
Address

MIKE HUNKLE  
Name and Signature of Authorized Person

PUEBLO WEST, CO 81007  
City, State, Zip Code

MIKE HUNKLE  
Printed Name

PUEBLO  
County

DIRECTOR OF PROCUREMENT  
Title

719-543-3846  
Telephone

719-543-3021  
Fax

M.HUNKLE@ANDREWSFOODSERVICE.COM  
E-mail Address

**EXHIBIT A**  
(All Documents following this page of the Agreement)

**Exhibit:**

1. RFP 2015.297 Scope of Services

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2015.297**

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**NUTRITION FOOD SERVICES**  
**PRIME VENDOR(S)**

**All Documents and Addendums related to this RFP  
will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**RFP Issuance Date:**  
Monday, November 23, 2015

**Written questions regarding this RFP will be accepted through**  
Monday, November 30, 2015  
by 2:00 p.m.

**RFP Opening Date:**  
Thursday, December 10, 2015  
Time: 4:00 p.m.

**Location: Adams County Government Center**  
**Purchasing Division**  
**4430 South Adams County Parkway**  
**Brighton, CO 80601**



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED OFFEROR.

- 4.6. The two (2) required signature pages at the end of this document **"OFFEROR'S CERTIFICATION OF COMPLIANCE"** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the **"OFFEROR'S SIGNATURE PAGE"** acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, The offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 4.16.1. Any Proposal which does not meet bonding requirements, or,
  - 4.16.2. Proposals which do not furnish the quality, or,
  - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 4.16.4. Proposals from offeror's who lack experience or financial responsibility, or,
  - 4.16.5. Proposals which are not made to form.
  
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
  
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
  
- 4.19. If a formal Agreement is required, the offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
  
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
  
- 5. Adams County is an equal opportunity employer.
  
- 6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
  
- 7. **INSURANCE:** The offeror agrees to maintain insurance of the following types and amounts:
  - 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 7.1.1. Each Occurrence \$1,000,000
    - 7.1.2. General Aggregate \$2,000,000
  
  - 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
    - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
    - 7.2.2. Personal Injury Protection Per Colorado Statutes
  
  - 7.3. Workers' Compensation Insurance: Per Colorado Statutes
  - 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
    - 7.4.1. Each Occurrence \$1,000,000



- 7.4.2. This insurance requirement applies only to offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.5. The offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the offeror.
- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
- 7.6. All insurers of the offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)-days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
  - 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
  - 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
  9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
    - 9.1. The offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
    - 9.2. The offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
    - 9.3. The offeror shall not enter into a contract with a subcontractor that fails to certify to the offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

- 9.4. At the time of signing the purchase of service agreement, the offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the offeror shall: notify the subcontractor and the County within three (3) days that the offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 9.8. If offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the offeror shall be liable for actual and consequential damages to the County.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

**End General Information**

## 11. STATEMENT AND SCOPE OF SERVICES

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual as the Prime Vendor for purchasing commercial food products to support Adams County Head Start, (refer to hereafter as the "County"), Nutrition Food Service Program.

The mission of the Nutrition Food Service Program is to provide a wide variety of healthy meals and other food service at a reasonable cost to prepare and serve nutritious meals to children enrolled in the head start program. The County participates in the Child and Adult Care Food Program (CACFP) for reimbursement of meals that are required to meet federal standards, and are allocated USDA commodities for use in pre-school meals through the government's program. In accordance with federal Buy American law.

### Scope of Work:

Offeror will be responsible for:

- Completing all food products orders within twenty- four (24) hours of request.
- Providing firm fees on all items listed on the Fee Schedule (Attachment A).
- Specifying how packets are sold for items, i.e. (ea, pkg., dz.) for purchase.
- Offeror shall provide hard copies of their standard food products and catalog, if applicable.
- Offeror must have online ordering capability that is easy for users to reference and order products.
- Offeror must have the ability to accept P-Card payments and provide an online invoice and receipt.

The offeror will provide a minimum of eighty (80%) percent of the County's commercial food products, except for a list of products listed below, the offeror will agree to provide all products specified by the nutrition department. List of Excluded Items:

- Milk
- Paper and non-food items

A sample product list of frequently ordered items of what may be ordered, but is not limited to. The County requests access to all food products available for purchase from the offeror, including items not listed.

The quantities listed are a combined estimated yearly usage ONLY. These estimated quantities may be adjusted up or down as the program enrollment changes; or as a result of changes to the County's program. The County reserves the right to purchase food products of opportunity/special buys from other vendors if it is deemed in the best interest of the program, which may alter purchasing needs.

### Delivery Program:

It is the intent of the County to administer the procurement, receiving, acceptance and payment in the most efficient and low cost manner while maintaining little to no inventory of food products. The County should be able to identify without a close examination of all items and packing slips.

Regular Delivery Program:

The offeror shall be issued individual purchase orders for delivery notices for items specified or unspecified herein. The County has the following needs:

- The offeror must have a large availability of items in stock or readily available to purchase in order to ensure reasonable deliveries.
- The offeror must provide a process to provide the County with the quick delivery approach for contracted items to be received within twenty-four (24) hours or ten (10) days of receipt of an online order request or a purchase order from the County.
- The offeror shall provide a process to eliminate or reduce the number of backorders.
- Invoices should reference the purchase order number or the requisition number.
- Each individual order should be individually identified and separately packaged.
- There shall be a liberal, generous and hassle-free return policy.

Frozen & Refrigerated Food Items:

- All refrigerated and frozen food items shall be delivered COMPLETELY FROZEN unless otherwise specified. Any item(s) delivered to the County's that is thawed out or only partially frozen will be subject to immediate rejection. All frozen and refrigerated food items must be delivered in refrigerated trucks.
- A minimum of one box from each pallet delivered will be checked with an appropriate thermometer, or physically inspected upon receipt, to ensure the following guidelines are maintained:

Frozen Foods:

- Should show no signs of thawing, refreezing and should be frozen solid. If frozen foods show any sign of thawing, and not delivered frozen solid will be rejected.

Refrigerated Foods:

- Fresh meats and poultry should have an internal temperature of 41° F or below
- Packaged products should be 41° F or below
- Eggs should have an ambient air temperature of 45° F or below

Substitutions:

Substitutions of any specified product will be allowed only with prior approval from the County Purchasing Division. The County's Purchasing Division must be notified of any items that are unavailable for delivery, and items **should not** be added to the next scheduled delivery by default.

Nutritional Information:

The offeror must provide the following information on all commercial food products to ensure all products remains in compliance with CACFP regulations.

- Product specification sheets
- CN label sheets
- Nutrition Label/Information

Product Specifications:

- Refer to attached commercial food products list for all specifications and estimated quantities.
- Refer to the Instructions for offerors for completion of the commercial food products, please complete all required columns for each product.
- All listed products **MUST** have a brand name or an approved equal. The term "Packer's Label" is not acceptable.

- If there is an instance of two or more types of the same product available at similar or equal cost, the County may request the potential offeror to provide samples of the products in question in order to make a final product determination

Special Orders:

Lead times for special order items must be indicated in submitted proposal and on commercial food products list. If no lead time is indicated, it will be assumed that the commercial food products are stocked by the offeror, and are available for delivery upon request.

Food Quality:

The County requires that the commercial food products being supplied be of highest quality at the most reasonable cost. Should any order not meet the standards of the County the offeror shall credit the invoice for the ordered items deemed unacceptable, or shall immediately deliver replacement items that are acceptable.

Fee Schedule:

The offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The offeror's fees for the options years will be used for evaluation and award consideration.

Offeror should submit a list of all items they propose to sell, including an approximate price list. All items and prices must be approved by the County.

Fees shall remain firm during the term of the agreement. A fuel surcharge will not be a fixed cost and shall be the only charge that will be allowed to fluctuate. The County has the right to audit the fuel surcharge being added to invoices in order to validate the charge based on current OPIS fuel pricing or a similar fuel cost tool used within the fuel industry.

For the purpose of this solicitation, offeror shall determine fees on the product items during the time period this for solicitation. Fees information must be available for audit upon request.

**12. REPORTS**

Offeror will provide monthly product purchase reports, and summary information at the end of each agreement term.

The offeror will be responsible for submitting and coordinating with the County all reporting formats, due dates, and content shall be required during the term of the awarded agreement.

**13. INVOICE BILLING**

Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of products.

**14. TERM:**

The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

**15. NOTIFICATION**

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

**16. USE, SECURITY, AND RETENTION**

Confidential information of any kind shall not be distributed or sold to any third party or used by offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by offeror or its agents, except as permitted in the Agreement or approved in writing by County.

**17. DISCLOSURE-LIABILITY**

Disclosure of County records or other confidential information by offeror for any reason may be cause for legal action by third parties against offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by offeror, or its employees, agents, subcontractors, or assignees.

**18. STANDARD AND MANNER OF PERFORMANCE**

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

**19. CONFLICT OF INTEREST:**

The offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

**20. INDEPENDENT OFFEROR:**

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither offeror nor any agent or employee of offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for offeror or any of its agents or employees. Unemployment insurance benefits will be available to offeror and its employees and agents only if such coverage is made available by offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

21. **NONDISCRIMINATION:**

The offeror shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.

The offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. **COMPLIANCE WITH LAWS:**

During the performance of the scope of services under the awarded Agreement, The offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The offeror hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The offeror warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, The offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

23. **SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA) - Section following this page**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13. The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below. **Grants; Contracts;**

- 1.1.1. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.2. Loans;
- 1.1.3. Loan Guarantees;
- 1.1.4. Subsidies;
- 1.1.5. Insurance;
- 1.1.6. Food commodities;
- 1.1.7. Direct appropriations;
- 1.1.8. Assessed and voluntary contributions; and
- 1.1.9. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.



**Award does not include:**

- 1.1.10. Technical assistance, which provides services in lieu of money;
  - 1.1.11. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
  - 1.1.12. Any award classified for security purposes; or
  - 1.1.13. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **Data Universal Numbering System (DUNS) Number**" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet' website may be found at:  
<http://fedgov.dnb.com/webform>.
- 1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. "Executive" means an officer, managing partner or any other employee in a management position.
- 1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **Subrecipient**" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
  - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
  - 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
  - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
    - 1.15.1. Salary and bonus;
    - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
    - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
    - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
    - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
  - 1.17. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
  - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

**5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
  - 7.1.1 Subrecipient DUNS Number;
  - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
  - 7.1.3 Subrecipient Parent DUNS Number;
  - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;  
and
  - 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.
- 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
  - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
  - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.