

Reference Number 026

**REQUEST FOR PROPOSAL
FOOD SERVICE VENDOR**



**Rocky Mountain S.E.R./
Jobs for Progress, Inc.**

PROPOSAL Opening

Date: June 23, 2016

Time: 1:00pm MST

Written Questions Due:

Date: June 9, 2016

Time: 12:00pm



Rocky Mountain S.E.R./Jobs for Progress, Inc., herein after referred to as “RMSEr” by and through its Department of Health and Nutrition Services, is soliciting proposals for food product services to provide commercial food products, paper products related to food services, non-food products, and related services for its Early Learning Centers. All products provided will be in accordance with the USDA Food Program Regulations, 7CFR, Part 226.2, as administered by the Colorado Department of Public Health and Environment (“CDPHE”), Child and Adult Care Food Program (“CACFP”) and the CDPHE/-CACFP Center Manual and the Creditable Food Guide.

I. OBJECTIVE

To award a one year contract, beginning August 1, 2016, establishing a centralized purchasing unit within the Health and Nutrition Services Department by contracting with a single food vendor with the capacity to supply and drop ship, at minimum, eighty percent (80%) of RMSEr’s specified commercial food requirements to multiple Early Learning Centers throughout the state of Colorado.

II. FOOD SERVICES OVERVIEW

The nutrition service of providing healthy meals and snacks to children is offered for free to any child enrolled in RMSEr’s Early Learning Centers. The mission of RMSEr’s Health and Nutrition Services Department is to provide a wide variety of healthy foods, purchased at affordable prices and used in the preparation of nutritious meals provided to children enrolled in RMSEr’s Early Learning programs. RMSEr participates in the Child and Adult Care Food Program (“CACFP”) for reimbursement of meals that 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, RMSEr purchases domestic food products to the greatest extent possible for its food service program.

Additional food requirements and specifications are outlined in Exhibits A and B attached herein.

By responding to this RFP, Vendor agrees to the following:

1. Products provided for food service program will conform to all health, sanitation and service requirements as specified by local and state agencies; adhere to CDPHE and CACFP guidelines for child care centers; and support the nutritional needs of children between the ages of three to five.
2. All food products must meet all nutritional requirements as stated in the USDA Food Program Regulations, 7CFR Part 226.20 (see Section 12 - Program Regulations and the *Creditable Food Guide*).
3. RMSEr reserves the right to demand replacement of, or refuse payment for food products that do not meet USDA nutritional requirements, or are spoiled and unwholesome at the time of delivery.
4. Food products will be delivered Monday through Friday, following a prearranged schedule developed by RMSEr, barring unforeseen circumstances. RMSEr reserves the right to refuse payment for food products that are delivered outside of the agreed upon delivery time.
5. All menu changes and/or substitutions must be approved by RMSEr should Vendor encounter outages and/or shortages beyond Vendor’s control.

6. Vendor will accommodate food products required for all special meals and/or snacks, based on their ability to provide the special service. This notice shall include any specific instructions for preparation.
7. Vendor shall provide to RMSER on a monthly basis:
 - Itemized statement showing daily quantities, unit price and total bill for food provided.
 - Delivery invoices signed by designee of RMSER certifying quantity and quality.
8. Vendor shall maintain such records to document food costs:
 - Delivery invoices signed by a designee of RMSER certifying that quantities and quality meet specification.
 - Itemized statements showing quantities, unit prices and total bill for food delivered each month.
 - Receipts for payment of food services.
 - Records of discounts if not reflected on itemized bill.
 - Menu and production records reflecting actual types and amount of food delivered.
 - Use of menu cycles. If there are changes during the contract period, revised menus shall be submitted to RMSER for approval.
9. Vendor's records pertaining to RMSER shall be available for inspection and audit by representatives of CDPHE, CACFP, USDA and the U.S. General Accounting Office at any reasonable time and place for a period of three years and four months from the date of receipt of final payment under the contract, or in cases where an audit requested by CDPHE, CACFP or USDA remains unresolved, until such time as the audit is resolved.
10. Any and all price increases, revisions in provisions, or program during the term of the Contract period shall be by mutual consent of RMSER and Vendor.

III. RFP BIDDING PROCESS

All RFP, Bid, Addendum or other documents related to this RFP (but not proposals received in response to this RFP) will be posted on RMSER's website at www.rmser.org unless otherwise noted by the RMSER.

Issuance of this invitation does not commit RMSER to award any contract or to procure or contract for any equipment, materials or services.

A successful bid will include three key elements:

1. A proven track record of providing quality food products, including healthy options, at reasonable prices;
2. Provision of as many domestic food products as foundation to its comprehensive food service program.
3. A commitment to sustainable practices.

Vendor Qualifications

Minimum requirements will include:

- Must be licensed to do business in Colorado; have a surety bond, liability insurance;
- Must not have been suspended or disbarred from contracting with a public or private company.
- Experience with federal or state funded food programs; working knowledge of CACFP and USDA guidelines for child care centers – preferred.

General Information

Written questions may be submitted through June 9, 2016. All questions are to be submitted to Jan Miller via E-mail at jan@rmser.org. Reference RFP NO. **026 – EARLY LEARNING PROGRAM FOOD SERVICES** in the subject line.

Proposal

All proposals shall include a proposal / cover letter which provides an overview of your company and described the company's ability to provide the services which are the subject of this RFP. At minimum the proposal must include the following items:

1. Company background, including total number of years in business.
2. Company's philosophy regarding customer service and inventory and any other information which may be relevant.
3. Provide contact name and information.
4. List all contracts for the past three years and include the name, address and telephone number, and the person to contact for a reference.
 - At a minimum of one contract shall represent a customer who received services much like those being requested by RMSER.
5. Individual pricing for the food products to be provided; prices to both include and exclude milk.
 - Proposals must be furnished exclusive of taxes.
6. Provide proof of insurance and ability to provide RMSER with Certificate of Insurance if accepted for Business Liability with combined single limit of \$1,000,000.00 with "Rocky Mountain S.E.R./Jobs for Progress, Inc., its elected officials, employees, and others working on behalf of RMSER," added as additional insureds.
7. Show proof of Food Service License provided by the County Health Department.
8. Submit one (1) original Proposal and two (2) copies plainly marked with the name address and telephone number of the Respondent and bearing the words: "RFP NO. **026– EARLY LEARNING PROGRAM FOOD SERVICES**".
 - The two proposal signature pages "**CONTRACTOR'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 "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the flash drive. (These are the last two pages of the RFP.)
 - If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership (or a similar document applicable to a joint venture, such as a proposed operating agreement) stating each partner's or joint venture's responsibilities shall be furnished and submitted with the proposal.
9. It is the sole responsibility of the Respondent to see that the Proposal is received before the submission deadline.
10. Informal discussion and interviews with Respondent may be conducted by RMSER. All such discussions will be for the purpose of evaluating the Proposals and permitting RMSER to become more familiar with the qualifications of the Respondent.

Proposal Submissions

Sealed proposals submitted for consideration will be received at the main administrative offices of **Rocky Mountain S.E.R./Jobs for Progress, Inc.** at **3555 Pecos Street, Denver, CO 80211**, commencing at the opening time set forth above up to **1:00 P.M.** June 23, 2016, (the "**Proposal Deadline**").

The proposal must be submitted on a flash drive in PDF Format **as one document**. Brochures or other supportive documents may be included with the proposal. Proposals may be mailed

or delivered in person, but must be in a sealed envelope. No proposal will be considered above all other proposals by having met the Proposal Deadline to the exclusion of those who were unable to present their proposal due to a situation requiring RMSER Administrative Office closure. No proposals will be accepted after the Proposal Deadline, except by written addenda.

- Proposals must be furnished in the format described by RMSER. Failure to submit the proposal in the format described may, in the sole discretion of RMSER, be cause for rejection of the proposal.

In the event of a situation that causes RMSER Administrative Offices to close for any reason, RMSER's Department of Health and Nutrition Services has the prerogative of rescheduling the Proposal Deadline and the proposal opening time and date. RMSER assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system, or for failures or incompatibility of any USB drive on which a proposal has been submitted. RMSER assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside: "RFP NO. **026** – EARLY LEARNING PROGRAM FOOD SERVICES".

Proposal Review Process

At the close of the submission period, the names of the Vendors submitting proposals will be read out loud. The proposal opening time and Proposal Deadline shall be according to our clock. Proposals may not be withdrawn after the Proposal Deadline for a period of ninety (90) days. Failure to enter into contract based on the submitted proposal, or to honor the purchase order will be cause for removal of supplier's name from the RMSER Vendors List for a period of twelve (12) months from the date of this opening (or longer in RMSER's sole discretion).

RMSER reserves the right to waive any irregularities or informalities in submitted proposals, and further reserves the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form, all of which may be determined by RMSER in its sole discretion. RMSER reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require the submission of new proposals or modifications to proposals received.

Award Criteria

Proposals will be scored on the following criterion:

- Quality of food/service
- References
- Price
- Overall Proposal

Special consideration may be given to a Vendor who limits the amount of processed food in the menu cycle; includes a description of freshly prepared items, use of fresh fruits and vegetables, use of whole grains, and hormone-free milk.

Notice of Award

In submitting the proposal, the Vendor agrees that written acceptance ("Notice of Award") of any or all proposals by RMSER's Review Committee sent within **45 days** constitutes a contractual obligation on the part of the Vendor. A formal and properly executed contract by all parties will be required. A sample contract has been attached as "Exhibit B" for reference purposes only. No delivery shall become due or be accepted unless a purchase order shall first have been issued by RMSER's Department of Health and Nutrition Services.

No award will be made to any person, firm or corporation that is or has been in arrears in the past, and/or has breached any obligation to RMSER and/or has been suspended or disbarred from

contracting with a public or private company, as determined by RMSER in its sole discretion. RMSER may rescind the award and acceptance of any proposal within one week thereof or prior to the issuance of a purchase order, whichever is later, when the public interest will be served thereby.

The parties agree to negotiate the terms of the contract in good faith, and further agree that the contract will contain the material terms of the submitted proposal. If, despite their good faith, efforts to agree on the terms of a formal contract, the parties are not able to do so within **thirty (30) days** from the date the Notice of Award was sent, then RMSER reserves the right to withdraw its Notice of Award, and will have no obligation whatsoever to the Vendor. The requirements set forth below in this RFP (including without limitation the requirements listed in Sections 4) will not preclude RMSER from including additional requirements not listed herein in the formal agreement, if determined reasonably necessary by RMSER in its discretion.

IV. GENERAL PROVISIONS

1. **Option to Extend:** Contract may be extended by RMSER on a yearly basis, not to exceed four (4) such extensions. RMSER shall give thirty (30) day written notification to Vendor of Intent to Renew, if RMSER intends to exercise its option to renew. Renewal is entirely at the option of RMSER.
2. **Changes Clause:** No change will be made to the requirements without the express written consent of RMSER. Any excess cost incurred by the Vendor, in the event an unauthorized change is made, will be at his expense and not chargeable to RMSER. Any change made without the consent of RMSER may result in cancellation of the contract.
3. **Pricing:** Pricing shall remain firm for the contract period. The Vendor shall have the opportunity to discuss pricing changes with RMSER during new bid opportunities. A fuel surcharge will not be a fixed cost and shall be the only charge that will be allowed to fluctuate. RMSER 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. Cost information must be available for audit upon request.
4. **Inspection and Acceptance:** Each item delivered under the contract will be inspected by RMSER at the time of delivery or as soon thereafter as possible. Any item found not to meet the specifications of this order will be returned to the Vendor for replacement or substitution. Any item will be considered accepted by RMSER after a satisfactory inspection has been made and any replacement or substitution required has been accomplished.
5. **Payment:** RMSER payment terms are Net 30 days, unless otherwise negotiated. Payment by monthly invoicing is preferred. Payment shall be processed upon receipt by RMSER of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to the Health and Nutrition Services Department for review and forwarding to the Finance Department for payment processing.

Purchase order numbers must be listed on each invoice. A monthly statement is requested to keep payment records current.

6. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless RMSER, its officers, employees, and insurers, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Vendor agrees to investigate, handle, respond to, and to provide defense for any such liability, claims, or demands at the sole expense of the Vendor, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
7. **Equal Opportunity Employer:** The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The successful bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful bidder agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws. RFP 3250.

8. **Americans with Disabilities Act:** The Vendor shall be in compliance with the appropriate area of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by RMSER.
9. **Insurance Requirements:** The Vendor, prior to commencing work, shall provide at his own cost and expense, proof of the following insurance to RMSER. Such insurance shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and acceptable to RMSER. Prior to cancellation of or material changed in any required policy, a minimum of thirty (30) days written notice shall be given to the Risk Manager at RMSER by means of registered mail, return receipt requested. All notices shall name the Contractor and identify the RFP number.

The Contractor agrees to maintain insurance of the following types and amounts:

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

Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed the assigned to or used in performance of this contract.

Bodily Injury/Property Damage	\$1,000,000 (each occurrence)
Personal Injury Protection	Per Colorado Statutes
Uninsured / Underinsured	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

The policies and/or certificates of insurance required above shall be endorsed to include RMSER and RMSER's officers and employees as "additional insureds". The name of the proposal or project must appear on the certificate of insurance and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against RMSER, 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.
2. 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 RMSER.

Every policy required above shall be primary insurance and any insurance carried by RMSER, its officers, or its employees, or carried by or provided through any self-insurance pool RMSER, shall be excess and not contributory insurance to that provided by the Vendor. The insurance companies issuing the policy or policies shall have no response against RMSER for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

At any time during the term of this Contract, RMSER may require the Contractor to provide proof of the insurance coverage's or policies required under this Contract. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Contract, at the election of RMSER, 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.

If any of the said policies shall be or at any time become unsatisfactory to RMSER as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to RMSER, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager of RMSER for approval and thereafter submit a certificate of insurance as herein above provided.

10. **Tax Exemptions**: In accordance with regulations of the Department of Revenue, State of Colorado, all manufacturer's excise and sales tax due in the State of Colorado and other local taxing entities, on any items provided pursuant to this order are exempted from payment by RMSER. A tax exemption certificate is available through the Finance Department upon request.
11. **Assignment**: The Vendor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the prior written consent of RMSER.
12. **Appropriations**: RMSER will not obligated to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of RMSER other than funds appropriated for the payment of current expenditures. All payment obligations of RMSER will be from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of RMSER.
13. **Contract Termination**: RMSER reserves the right to terminate any contract, at any time, upon giving 30 days written notice to the contractor.
14. **Open Records**: RMSER is a governmental agency and as such is subject to the Colorado Open Records Act.
15. **Venue**: Venue of any suit or cause of action under this Agreement shall lie in Denver County, Colorado.
16. **Lawful Performance**: It is further agreed that no party to the contract will perform contrary to any state, federal, or county law, or any of the Ordinances of the State of Colorado.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, as a prerequisite to entering into a contract for services with RMSER, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

VENDOR:

Company Name

Date

Signature

Name (Print or Type)

Title



PROPOSAL FORM

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____
 (If None, Please indicate "NONE")

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

EXHIBIT A

PRODUCT SPECIFICATIONS

For evaluation of pricing for the RFP, a Sample Market Basket Product List of frequently ordered items is provided. This list represents a sampling of what RMSER may order but is not limited to items that will be ordered. RMSER requests access to all food products available for purchase from the vendor, including items not identified on the Market Basket Product List. For the purpose of this proposal, distributor shall determine costs on the Market Basket items during the time period this proposal is out for solicitation.

To the greatest extent possible, contractors will limit the addition of items containing the following ingredients:

- High fructose corn syrup
- Meat Fillers and Extenders
- Sulfates
- Gelatin from animal sources

All quantities provided indicate RMSER's estimated, combined yearly usage totals and are for estimating purposes only. RMSER neither states, nor implies that actual purchases will equal the estimates stated in the proposal. These quantities may be adjusted up or down as program enrollment changes and/or as result of changes to the CACFP program. RMSER 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.

Frozen & Refrigerated Food

All refrigerated and frozen food items shall be delivered COMPLETELY BLAST FROZEN unless otherwise specified. Any item(s) delivered to RMSER kitchens that are thawed or only partially frozen will be subject to immediate refusal, in part, or in its entirety. All frozen and refrigerated food must be delivered in refrigerated trucks. A minimum of two boxes from each pallet delivered will be checked with a laser thermometer to ensure the following temperature guidelines are maintained:

Frozen Foods:

If outside temperature is greater than 32°F and:

- Internal temperature is below 21°F, the product will be accepted
- Internal temperature is above 21°F, the product will be rejected

Refrigerated Foods:

If outside temperature is greater than 45°F and:

- Internal temperature is below 41°F, the product will be accepted
- Internal temperature is above 41°F, the product will be rejected

Substitutions

Substitutions of any specified product will be allowed only with prior approval from RMSER nutrition services representatives. RMSER will be promptly notified of any items that are unavailable for delivery. Items **will not** be added to the next scheduled delivery by default. Vendor shall consult RMSER staff regarding items that are "back ordered" prior to delivery to ensure RMSER is still in need of the item.

Nutritional Information

Prospective vendor must provide the following information on all Market Basket items to ensure all food products remain in compliance with CACFP regulations in order to be considered in the bidding process:

- Product specification sheets
- CN label sheets (if applicable)
- Nutrition Label/Information

Product Specifications

Refer to attached Market Basket Product List for all specifications and anticipated purchase quantities.

Please complete all required columns for each product listed in the Market Basket Product List and include completed guide in completed materials turned in with the completed bid. All listed items MUST have a brand name. 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, RMSER may request the samples of the products to make a final product determination.

Special Orders

Lead times for special order items must be indicated in the Market Basket Product List. If no lead time is indicated, it will be assumed that the item is stocked by the vendor, and available for delivery upon request.

Food Quality

RMSER requires the food supplied to be of highest quality, at the best cost, (as determined by RMSER in its reasonable discretion). Should any order(s) and/or item(s) not meet the standards of the RMSER staff, at staff's discretion, vendor shall immediately deliver replacement(s), acceptable to RMSER staff or credit the invoice for the order(s) and/or item(s).

EXHIBIT B

DELIVERY LOCATIONS

3555 Pecos Street
Denver, CO 80211

150 Sheridan Blvd
Denver, CO 80226

4440 Navajo Street
Denver, CO 80211

700 School Street
Craig, CO 81625

152 N Mulberry Street
Fruita, CO 81521

225 E 30th Street
Rifle, CO 81650

290 Hap Court
Olathe, CO 81425

3093 E ¼ Road.
Grand Junction, CO 80594

1107 Hunt Street
Alamosa, CO 81101

6535 County Road 12.9
Conejos, CO 81129

303 Vega Street
San Luis, CO 81151

390 Green Leaf Street
Sanford, CO 81151

513 Alta Street
Trinidad, CO 81082

330 Lake St.
Pueblo, CO 81004

973 E Spaulding
Pueblo West, CO 81007

The contractor must include a list where provision of delivery services is ***not possible*** for the locations listed above in the bid proposal. If a formal contract is entered between RMSEER and a Proposer, it is possible that RMSEER will add more locations, or may change or eliminate certain locations, over time.

Product delivery dates and times will be determined regionally.



Market Basket Product List

Description	Brand	Pack	Size	Estimated Annual Use	Manufacturer's Invoice Cost per Case on June 1, 2016	Percent Mark-up on Cost	Pricing to RMSEr On June 1, 2016
BREAD							
Bagel, WW, Mini		12/12	1oz	156			
Tortilla, corn, yellow, tostada shell		6	28CT	100			
English Muffin, WW, sliced		72	2oz	200			
Dinner Rolls, WW	Rich's	90	2oz	230			
Tortilla, WW, 6" , flour		24	12CT	250			
Pita Bread, WW, 6" Pocket		12/6	CT	135			
Bread, Whole Wheat, Pullman 28sl		10	24oz	75			
Tortilla, 6", corn, yellow		12/5	12CT	100			
DRY STORAGE							
Potato pearls		6	3.5#	100			
BULK CEREAL, LIFE		4	40oz	135			
CEREAL, CHEX CORN ALL FLAVORS		4	33oz	150			
CEREAL, CHEERIOS		4	29oz	135			
CEREAL, FARINA ENRICHED		12	28oz	135			
CEREAL, GRANOLA TSTD OATS		4	50oz	100			
CEREAL, OATMEAL OLD FASHN TUBE		12	42oz	150			
Pasta, WW, penne		2	10#	100			
		1	20#	100			

Description	Brand	Pack	Size	Estimated Annual Use	Manufacturer's Invoice Cost per Case on June, 1 2016	Percent Mark-up on Cost	Pricing to RMSER On June 1, 2016 with Mark-Up
Pretzels, bulk, stick		1	7#	120			
Pumpkin Seeds, pepititas		1	5#	45			
CANNED GOODS							
BEAN, BAKED		6	10#	88			
BEAN, CHILI MEX STYL FCY		6	10#	88			
Marinara/Spaghetti sauce		6	10#	75			
Applesauce, unsweetened, Fancy		6	10#	200			
Pumpkin, pack		6	10#	40			
Soup, Cream of Chx	Campbell's	12	50oz	65			
Tropical Fruit	Dole	6	10#	188			
Oranges, Mandarin	Dole	6	10#	300			
Peaches, Diced in light syrup		6	10#	200			
Pineapple, tidbits		6	10#	225			
Pears, diced		6	10#	200			
Apricots, halves in light syrup		6	10#	100			
Tomatoes, diced in juice		6	10#	45			
Beans, pinto		6	10#	188			
FROZEN							
Blueberries, IQF		1	30#	200			
Peaches, sliced, IQF		2	5#	250			
Waffles, WW	Aunt Jemima	144	1.40oz	156			
Green Chile Sauce, vegetarian	Ticos	5	5#	30			

Description	Brand	Pack	Size	Estimated Annual Use	Manufacturer's Invoice Cost per Case on June, 1 2016	Percent Mark-up on Cost	Pricing to RMSER On June 1, 2016 with Mark-Up
MEAT / PROTEIN							
Ham, sliced, shank		5	2#	35			
Eggs, hard cooked /peeled		8	18ct	200			
Beef, ground, 85/15 chuck		4	5#	625			
Ham, smoked, diced ¼"cube		2	5#	50			
Beef, roast beef sliced		6	2#	100			
Sausage, Link Turkey FC 20-1		1	10#	100			
Chicken, Diced 1/2" cooked	Tyson	1	10#	450			
Chicken, fajita breast strip, cooked	Tyson	5	2.5#	300			
Macaroni & Cheese	Land O' Lakes	8	10#	100			
Turkey, sliced breast, 0.67oz		6	2#	200			
Turkey-O, roasted, sliced		4	2.5#	150			
Beef, PTY FLBRLD SEASN CKD	Pierre Adv	50	3.2oz	750			
Eggs, LIQ, w. citric acid		5	2#	175			
Sausage, Turkey, patty, 1.5oz		1	10#	75			
VEGETABLES							
Jicama		1	20#	50			
Carrots, baby, peeled		4	5#	450			
Cabbage, shred, red		1	5#	270			
Cauliflower, carnival colors		1	6#	180			
Celery Sticks		4	5#	300			
Peas, Sugar Snap, stringless		1	10#	350			
Pepper, bell, tri-color, stoplight		1	15#	125			
		1	5#	50			

Description	Brand	Pack	Size	Estimated Annual Use	Manufacturer's Invoice Cost per Case on June, 1 2016	Percent Mark-up on Cost	Pricing to RMSEr On June 1, 2016 with Mark-Up
Lettuce, Romaine, Chopped		6	2#	187			
Potato, Sweet		1	50#	50			
Potato, Red		1	50#	40			
FRUIT							
APPLE, RED DEL XFCY 163-175		163-175	ct	200			
BANANA, STAGE 2-2.5		1	40#	350			
Grapes, Red, seedless		9	2#	100			
Strawberries, fresh, clamshell		8	1#	270			
Oranges		113	ct	200			
Cantaloupe, whole		1	9-12ct	150			
Kiwi		1	33-39ct	600			
DAIRY							
Yogurt, greek, plain, low-fat		6	32oz	100			
Yogurt, vanilla, low-fat	Dannon, Yoplait	6	32oz	200			
Cheese, mozz, LMPS, shred		4	5#	100			
Cheese, cheddar, mild, shredded		4	5#	106			
Cheese, American, slice, 160ct		4	5#	200			
Cheese string, stick, IW	Land O' Lakes/Shriver	168	1oz	300			
Yogurt, assort fruit		6	32oz	400			
Milk, plain, 1%		4	1Gal	100			

SAMPLE ONLY

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ Day of _____,

2016, by and between Rocky Mountain Service Employment Redevelopment, located at 3555 Pecos St, Denver, CO 80211, hereinafter referred to as "RMSER," and _____, located at _____, hereinafter referred to as the "Contractor." RMSER and the Contractor may be collectively referred to herein as the "Parties".

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

SECTION I - SERVICES OF THE CONTRACTOR

Describe services or work to be performed by Contractor. The services described must be in conformance with the bid, if any, and should incorporate the RFP and Response thereto. Please insure that there are no inconsistencies between the RFP, the Response and this Contract.

Emergency Services In the event RMSER declares an emergency, RMSER may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If RMSER requests such additional services, 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, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - 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 Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. 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.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- C. 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.
- D. 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.
- E. 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.
- F. 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 RMSER 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.
- G. 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).
- H. If Contractor violates this Section II of this Agreement, RMSER 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 RMSER.

SECTION III - RESPONSIBILITIES OF RMSER

RMSER shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

Describe other responsibilities, if any, to be performed by RMSER.

SECTION IV - TERM

The term of this Agreement shall be from _____, through _____.

SECTION V - PAYMENT AND FEE SCHEDULE

A. Invoices

Invoices will be submitted to RMSER by the Contractor on a _____ (weekly, monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by RMSER will be made within 30 days of the receipt thereof.

B. Fund Availability

RMSER has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of RMSER funds for the purposes hereof. In the event funds become unavailable, as determined by RMSER, RMSER may immediately terminate this Agreement or amend it accordingly.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of RMSER. 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 RMSER 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 RMSER. 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.**

SECTION VII - 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.

SECTION VIII - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless RMSER, 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.

SECTION IX - INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

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

Each Occurrence	\$
General Aggregate	\$

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

Bodily Injury/Property Damage	\$	(each accident)
Personal Injury Protection		Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
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* 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.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to

include RMSER as an "additional insured," and shall include the following provisions:

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

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 RMSER, 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.

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 RMSER.

The Contractor must provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. For Cause

If, through any cause, RMSER in its reasonable discretion determines that (i) the Contractor has failed to fulfill its obligations under this Agreement in a timely and proper manner, or (b) the Contractor has violated any of the covenants, conditions, or stipulations of this Agreement, RMSER 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. If the Agreement is terminated by RMSER for cause, Contractor will not be entitled to any further compensation other than for services already performed in accordance with this agreement.

B. For Convenience

RMSEER may terminate the 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 the Agreement is terminated by RMSEER for convenience, 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 the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI – LIMITATION OF LIABILITY

The total liability of RMSEER, its officers, directors, employees, or related entities (the “RMSEER Parties”) for all matters arising out of or relating to this Agreement shall be limited to [LET’S DISCUSS... WE CAN INSERT A SPECIFIC AMOUNT, OR CAN LIMIT IT TO THE TOTAL ANTICIPATED PAYMENTS TO THE VENDOR UNDER THE AGREEMENT, ETC.]. In no event shall any RMSEER Party be liable for any indirect, special, incidental, consequential, or punitive damages.

SECTION XII - MUTUAL UNDERSTANDINGS

A. 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 exclusive jurisdiction and venue for any disputes arising under this Agreement shall be with the Second Judicial District, Colorado.

B. 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, 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), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be “Protected Health Information.”

C. 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 and four (4) months 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 RMSER personnel.

D. 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 RMSER.

E. 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.

F. 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.

G. 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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For RMSER:

Rocky Mountain Service Employment Redevelopment
3555 Pecos St, Denver CO, 80211

<insert name>

<insert position title>

<insert phone>

<insert fax>

For the Contractor:

Name

Address

Name of Contact Person

Phone:

Fax:

H. 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.

I. 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.

J. Authority

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.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. RMSER may, from time to time, 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by RMSER and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. RMSER may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

SECTION XIII – FUNDING-OUT CLAUSE

Notwithstanding any contrary provision of this agreement, each payment obligation of Rocky Mountain S.E.R./Jobs for Progress, Inc. (“RMSER”) created by this Contract is conditioned upon the availability of funds. If such funds are not allocated and available, this Contract may be terminated by RMSER at the end of the period for which funds were available. RMSER shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to RMSER in the event this provision is exercised, and RMSER shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit RMSER to terminate this Contract in order to obtain similar services from another party.

SECTION XIV – IN-KIND

RMSER is a federally funded program, and pursuant to its grant requirements, RMSER is required to obtain community partnerships that are willing to “give back” to the program in the following forms: services provided to RMSER Head Start at a free or reduced rate, volunteer time or cash given to the program.

This Contract is providing services/goods that are to RMSER at a reduced fee. The products or services are valued at [Insert Market Value]. The partner is providing these services/goods to RMSER at a rate of [Insert RMSER’s rate]. The discount of [insert value of in-kind] can be counted towards RMSER’s non-federal share obligation.

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

CHIEF EXECUTIVE OFFICER
RMSER

CEO

Date

ATTEST:
<insert name>
<insert title>

APPROVED AS TO FORM:

<insert Office>

<insert title>

CONTRACTOR

Name

Date

Title

Signed and sworn to before me on this _____ day of _____, 2016 by

_____.

SAMPLE

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 RMSE, 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:

Company Name

Date

Name (Print or Type)

Signature

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