

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR CATERING SERVICES (2018.001)**

THIS AGREEMENT ("Agreement") is made this 23 day of March 2018, 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 Biscuits and Berries Catering Company, located at 16027 West 5th Avenue, Golden, Colorado 80401, 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 Informal RFP 2018.001 and the Contractor's response to the informal RFP 2018.001 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.

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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first written above.

- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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 \$13,266.11 plus \$6,733.89 for contingency expenses for the total sum of twenty thousand dollars and zero cents (\$20,000.00).

- 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:

6.1. **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.**

6.1.1. 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
- 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 the 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 or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials 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.

11. TERMINATION:

- 11.1. 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.
- 11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. 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 Adams County, Colorado.
- 12.2. 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. The Contractor 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 Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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:

Department: Adams County Human Resources
Contact: Shelley Lubick
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6072
E-mail: slubick@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: Biscuits and Berries Catering Company
Contact: Bonnie Vidal
Address: 16027 West 5th Avenue
City, State, Zip: Golden, Colorado 80401
Phone: 303-277-9677
E-mail: bonnie@biscuitsandberries.com

12.9. 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.

12.10. 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.

12.11. 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.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County 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. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 14.7. 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).
- 14.8. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

**ADAMS COUNTY, COLORADO
COUNTY MANAGER**


Raymond H. Gonzales

23 MARCH 2018
Date

BICUITS AND BERRIES CATERING COMPANY


Signature

3/13/18
Date

Robin Berhost
Printed Name

Director of Sales
Title

Attest:
Stan Martin, Clerk and Recorder

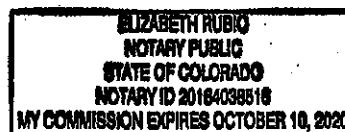

Deputy Clerk

Approved as to Form:


Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

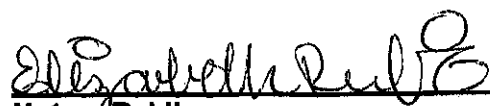
COUNTY OF Jefferson



STATE OF Colorado)SS.

Signed and sworn to before me this 13th day of March, 2018,

by Robin L Berhost,


Notary Public

My commission expires on: 10-10-2020

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:

Biscuits and Berries Catering
Company Name

3/13/18
Date

Robert Berhost
Signature

Robert Berhost
Name (Print or Type)

Director of Sales
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.

**ADAMS COUNTY INFORMAL REQUEST FOR PROPOSAL
2018.001**

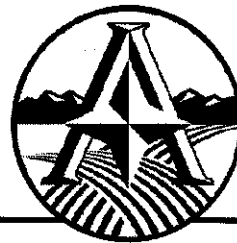
**CATERING SERVICES FOR THE EMPLOYEE
RECOGNITION LUNCHEON**

Written questions regarding this RFP will be accepted via email at
aforristall@adcogov.org through January 25, 2018

Proposal Due Date: January 31, 2018

Time: 2:00 p.m.

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



ADAMS COUNTY

COLORADO

GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Department is accepting proposals for Catering Services for an Employee Recognition Luncheon held on March 21, 2018 at the Adams County Regional Park at the Waymire Building (Dome) located at 9755 Henderson Road, Brighton, Colorado.

Proposals for consideration will be received up to **2:00 p.m. on January 31, 2018.** Proposals are due according to the time on our clock.

Proposals may be emailed. No proposals will be accepted after the due date and time established above, except by written addendum. Emailed proposals may be sent to AForristall@adcogov.org.

Issuance of this quote does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

SPECIAL INSTRUCTIONS

All proposals must be signed.

Whenever addenda are required, they must be acknowledged on the proposal form in the appropriate space so designated.

Proposals may not be withdrawn after due date and time. Failure to honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the due date of this RFP.

No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Contract Administrator has the prerogative to reschedule the proposal due date and time. No bidder will be considered above all other bidders by having met the proposal 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 Adams County Offices.

Proposals must be furnished on the forms as supplied by Adams County. Proposals must be furnished exclusive of taxes. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

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 any proposal which does 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. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.

Adams County is an Equal Opportunity Employer. Questions about this Request for Proposal shall be referred to Anna Forristall, Contract Administrator, who may be reached by phone at (720) 523-6297 or by email at AForristall@adcogov.org.

End of Special Instructions

SCOPE OF SERVICES

I. INTRODUCTION

Adams County (County) is seeking proposals from qualified and experienced firms for Catering Services for the Employee Recognition Luncheon at Adams County.

II. REQUIRED DOCUMENTATION

Items which must be included:

- RFP Proposal
- Cancellation Policy
- Copy of Occupational License
- Pricing Form (Signature required)
- Contractor's Certification of Compliance (Signature required)
- References Form – Two (2) recent events of similar size and scope
- One (1) marked ORIGINAL Proposal and Three (3) paper copies of Proposal submitted together on the due date and time

III. DETAILED SCOPE OF SERVICES FOR THE EVENT

The County is seeking proposals for a buffet luncheon for approximately four hundred twenty-five (425) people. The County will hold the luncheon on March 21, 2018, from 11:00 a.m. to 1:00 p.m. (Event time). Should a change in service be required, the County will notify the Successful Caterer to cancel their services no later than twelve (12) hours, or as agreed upon by both parties. Please include your cancellation policy with your proposal.

The Caterer's price per meal **shall** include their actual labor costs and total cost of doing business, including but not limited to the following:

- Overhead and profit
- Set-up and tear-down costs
- Travel time and service charges
- Delivery and gratuity
- Food products and transportation
- Drinks, for meals only to include, coffee, iced tea, and water (carafes at each table)
- All necessary catering and miscellaneous equipment
- Serving items (plates, cups, eating and serving utensils, linens, napkins etc., not disposable)
- Tools

Please include the following in your proposal, along with an attached proposed luncheon buffet menu:

- On the Table
 - Plated Pre-Set Salad
 - Assorted Bread Basket w/ Butter
- On the Buffet (please note on menu if gluten free, vegan, dairy free, etc)
 - Entrees (2)
 - Potato Dish
 - Vegetables
 - Dessert
- Beverages
 - Iced Tea (on the table)
 - Coffee (on the table)
 - Water (on the table)
- China and Glassware
- Linens (tablecloths and napkins) for 45 large rounds
- Four buffet stations
- Labor, including servers for buffet

NOTE: The County is exempt from paying taxes. A tax-exempt certificate will be provided upon request.

The Successful Caterer's Responsibility:

- The Caterer shall purchase and prepare an adequate quantity of food to serve four hundred and twenty-five (425) people.
- The Caterer shall provide separate meal choices for those with dietary needs including gluten free, vegan and dairy free restrictions.
- Buffet food items shall be prepared no more than twelve (12) hours prior to serving.
- All food items shall be prepared under national, state and local health safety and sanitary conditions.
- The successful Caterer shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation.
- All food and food products shall be stored at the recommended temperature.
- The Caterer shall provide containers and utensils.
- All refuse and waste material created by the Caterer's operation shall be promptly disposed of after the event. The County will provide a dumpster at the site.
- The Caterer shall provide an adequate number of employees to operate the catering event and for clean up.

County's Responsibility:

- Provide a commercial kitchen for use and set-up.
- Provide a dumpster at the site.
- Provide ice for beverages.
- Provide electrical power at the site, if applicable.
- Provide an estimated count for all meals to be provided at the site.
- Provide a final estimated count one week in advance of the event.

Qualified Caterers wishing to submit a proposal are responsible for providing all services described in this Scope of Service.

The Successful Caterer will appoint one of their employees as the key contact for approval by the County's Project Manager.

IV. EVALUATION:

This section is intended to indicate the minimum requirements to be properly evaluated. Please prepare your proposal utilizing the following format and provide a complete response to the following:

- Experience. Clearly indicate the specific experience of the individual/firm for events/projects of the same scale and type. The Caterer shall have a current occupational license for their city / county / state. Please provide a copy of your license.
- Key Personnel. Provide a complete list of the key personnel who will be assigned to this project along with their professional experience, their role and responsibility for this project. Caterer should have key personnel to serve entrées in buffet lines.
- At least two (2) recent references shall be provided for similar projects.

EVALUATION CRITERIA:

Award will be made to the single responsive, responsible proposal. Responses will be evaluated on the following criteria:

- Qualifications, Key Personnel & Experience
- Technical response, menu, mobilization, response time, equipment and cancellation policy
- Taste and quality of food – an interview may or may not be scheduled at a later date to taste the food proposed for this project
- References check – two (2) recent projects of similar size and scope
- Ability to work out of the Adams County Regional Park and Fairgrounds, Waymire Dome building, commercial kitchen
- Fee Schedule

End of Scope of Services



PRICE FORM

2018.001 CATERING SERVICES FOR EMPLOYEE RECOGNITION LUNCHEON

BIDDER'S STATEMENT

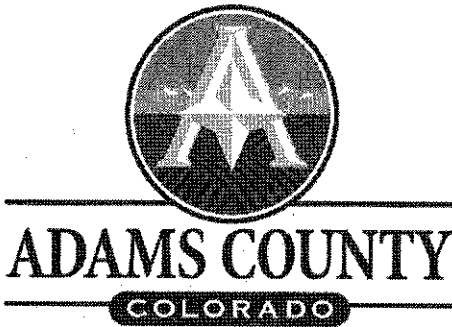
I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following quote is hereby submitted.

The Bidder shall furnish all labor, materials, equipment, and perform all work as specified in the Scope of Services. The quantity shown below is for evaluation purposes only.

<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Buffet-Luncheon	425 each	\$ _____ (cost per meal)	\$ _____

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA: (write numbers) _____ If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

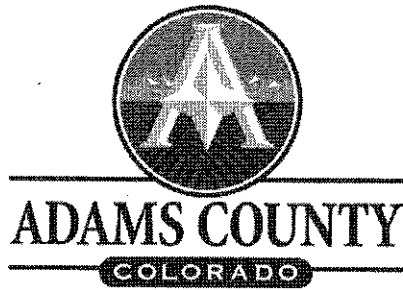
Printed or Typed Name

Signature

Title

Date

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.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of two (2) firms or government organizations for which the Contractor has provided similar projects:

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name & Value

Company Name

Address

Reference Name

Reference Email Address

Telephone Number

Project Name & Value

ORIGINAL

EXHIBIT A



Adams County Employee Recognition Lunch
Wednesday, March 21, 2018 | 11:00 am to 1:00 pm
Adams County Regional Park at the Waymire Building
425

Bonnie Vidal
(303) 565-5852 | bonnie@biscuitsandberries.com



Menu

On Guest Seating Tables

Freshly Baked Bread Assortment

Petite French Bread | Sundried Tomato and Multigrain Rolls | Herb Butter

Plated Salad

Classic Salad

Heritage Field Greens | Roma Tomato | Carrots | English Cucumber
Buttermilk Dressing | White Balsamic Dressing
Gluten Free, Vegetarian
White Balsamic is Dairy Free and Vegan

Lunch on the Buffet

Dual Entree (guests may have both entrees)

Citrus and Basil Chicken

Chicken Breast Medallions | Citrus Basil Butter
Gluten Free

Dijon Rosemary Crusted Pork Loin

Maple Glaze
Gluten and Dairy Free

French Green Beans

Caramelized Onion | Herbs
Gluten and Dairy Free, Vegan

Roasted Yukon Gold Potatoes

Rosemary | Garlic
Gluten and Dairy Free, Vegan

Artisan Brownies and House made Cookies

Gluten Free and Vegan Options Available Upon Request

Price Per Guest for Food \$12

Vegetarian/Vegan Option

Available Upon Request for Predetermined Guest Count

Quinoa Stuffed Red Peppers

Fennel | Pine Nuts | Arugula Pitsou
Gluten Free, Dairy Free, Vegan



Beverages

Iced Tea (Preset Carafes on Guest Seating Tables)
Lemon Wedges | Sugar | Sweeteners

Coffee (Carafes Preset on Guest Seating Tables)
Regular | Decaf | Sugar | Sweeteners | Cream

Ice Water (Carafes Preset on Guest Seating Tables)

**Total cost of
Food and Beverage:**
\$5,525.00

Staffing

We provide an excellent culinary team to prepare your food onsite, as well as an event manager to smoothly run the food and beverage aspect of your event.

Support staff are based on your guest count and service style.

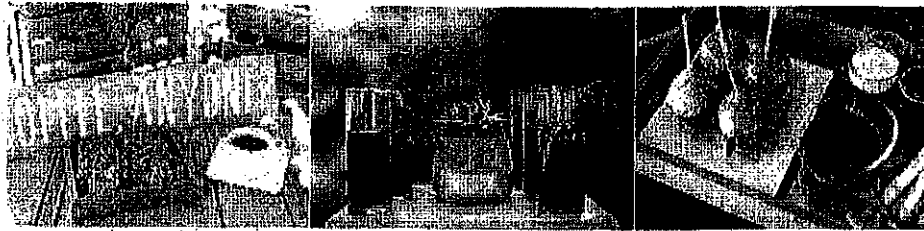
Team arrival time on site: 8:00 am

Total Cost of Staffing:
\$3,318.00

Rentals

Biscuits and Berries is happy to assist in rental coordination. Details in this section are an estimate of rental costs based on third party providers and are subject to change pending final guest count, upgrades, and additions. Final cost is based on current pricing at time of rental contracting.

Description	Price	Qty	
120" Round Linen	\$8.00	45	\$360.00
Color: Black or White			
90" x 132" Linen	\$8.00	8	\$64.00
Color: Black or White			
20" x 20" Napkins	\$0.59	430	\$253.70
Color: Variety of Colors Available			
Catana Dinner Fork	\$0.52	430	\$223.60
Catana Dinner Knife	\$0.52	430	\$223.60
Catana Tea Spoon	\$0.52	430	\$223.60
Catana Salad Fork	\$0.52	430	\$223.60
Classic White 7.5" Salad Plate	\$0.54	430	\$232.20



Classic White 10.5" Dinner Plate	\$0.54	430	\$232.20
Classic White 6" Dessert Plate	\$0.54	430	\$232.20
Water/Iced Tea Goblet	\$0.47	430	\$202.10
Continental Coffee Mug	\$0.68	430	\$292.40
Rental Delivery Fee	\$85.00	1	\$85.00
Equipment Fee	\$370.00	1	\$370.00
			Total Cost of Rentals:
			\$3,218.20

Summary of Cost:

Food: \$5,100.00
 Beverage: \$425.00
 Rentals: \$3,218.20
 Staffing: \$3,318.00
 Sub-Total: \$12,061.20

Administrative Fee: \$694.91
 Tax: \$0.00
 Gratuity: \$510.00
Total: \$13,266.11
Price per Guest: \$31.22

Total: \$13,266.11
 Paid: \$0.00
 Balance Due: \$13,266.11

Original Proposal Approved By: B. Gill



Additional Menus

Biscuits and Berries is happy to "mix and match" items between suggested menus to create a customized option. Please let us know if we can revise the proposed menu to better suit your tastes and budget.

Menu Two

On Guest Seating Tables

Southern Cornbread

Cheddar and Jalapeno Cornbread | Honey Butter

Plated Salad

Farmer Salad

Heritage Field Greens | Sweet Corn | English Peas | aged Cheddar | Red Onion
Dill and Buttermilk Dressing
Gluten Free

Lunch on the Buffet

Dual Entree (guests may have both entrees)

BBQ Chicken

Bone in Chicken | Housemade BBQ sauce
Gluten and Dairy Free

Pulled Pork

Louisiana style BBQ Sauce | Sweet dinner Rolls
Pulled Pork is Gluten Free and Dairy Free
Pulled Jackfruit available for Vegetarian/Vegan Guests Upon Request

Golden Mashed Potatoes

Yukon Golds | Cheddar Cheese | Chives
Gluten Free
Roasted Potatoes Available for Vegan/Dairy Free Guests

Vegetable Blend

Fresh Herbs | Olive Oil
Gluten Free, Dairy Free, and Vegan

Pastry Chef Select Desserts

Cookies | Dessert Bars | Cupcakes | Brownies

Price Per Guest for Food \$13.50

Total \$13,967.36

Price per Guest \$32.87



Menu Three

On Guest Seating Tables

Sweet Potato Pull Apart Rolls
Butter

Plated Salad

Brussels Salad
Brussel Sprouts | candied Pecans | Feta | Red Onion | Herb Vinaigrette
Gluten Free

Lunch on the Buffet

Dual Entree (guests may have both entrees)

Peppercorn Crusted Beef Medallions
Wild Mushroom Demi-Glace
Gluten and Dairy Free

Herb Seared Chicken Breast
Champagne Butter Sauce
Gluten Free

Vegetable Blend
Caramelized Onion | Thyme
Gluten and Dairy Free

Herb and Garlic Fingerling Potatoes
Olive Oil | Garlic | Herbs
Gluten and Dairy Free

Lemon Basil Cheesecake Bar
Graham Cracker | Lemon Cheesecake | Basil Crystals

Dark Chocolate Derby Bars
Dark Chocolate | Bourbon | Pecans

Price Per Guest for Food \$15.50

Total \$14,902.36

Price per Guest \$35.07



PRICE FORM

2018.001 CATERING SERVICES FOR EMPLOYEE RECOGNITION LUNCHEON

BIDDER'S STATEMENT

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 quote is hereby submitted.

The Bidder shall furnish all labor, materials, equipment, and perform all work as specified in the Scope of Services. The quantity shown below is for evaluation purposes only.

<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Buffet-Luncheon	425 each	\$ <u>31.22</u> (cost per meal)	\$ <u>13,266.11</u>

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA: (write numbers) _____ If None, Please write NONE.

Biscuits and Berries, Catering Co.	1.31.18
Company Name	Date
116027 West 5th Avenue	
Address	Signature
Golden, CO 80401	Bonnie Vidal
City, State, Zip Code	Printed Name
Jefferson	Event Designer
County	Title
303. 277. 9677	303. 277. 9688
Telephone	Fax
bonnie @ biscuits and berries. com	
Email Address	



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Biscuits and Berries Catering

Contractor Name

Robin Berhost

Printed or Typed Name

Robin Berhost

Signature

Director of Sales

Title

1/29/18

Date

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.