# ADAMS COUNTY, COLORADO PROFESSIONAL SERVICE AGREEMENT

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

# 1. <u>SERVICES OF THE CONTRACTOR:</u>

- 1.1. All work shall be in accordance with the attached RFP#2018.308 and the Contractor's response to the RFP #2018.308 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. <u>Emergency Services</u>: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- 2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

#### 3. **TERM**:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.
- 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of one hundred sixty-six thousand, five hundred dollars and no cents (\$166,500.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.
- 6. NONDISCRIMINATION: The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
  - 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- 8. <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
  - 8.1. <u>Commercial General Liability Insurance</u>: 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. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance:

Per Colorado Statutes Not Applicable.

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

8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. <u>Licensed Insurers</u>: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

#### 9. TERMINATION:

- 9.1. 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.
- 9.2. 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.

#### 10. MUTUAL UNDERSTANDINGS:

- 10.1. <u>Jurisdiction and Venue:</u> 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 in Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. <u>OSHA</u>: 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.
- 10.4. <u>Record Retention</u>: 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.

- 10.5. <u>Assignability:</u> 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.
- 10.6. <u>Waiver:</u> 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.
- 10.7. <u>Force Majeure:</u> 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.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

#### County:

Department:

Adams County Human Services Department-Head Start Division

Contact:

Leslie Oliver, RDN, RN, Health and Nutrition Manager

Address:

11860 North Pecos Street

City, State, Zip:

Westminster, Colorado 80234

Office Number:

720.523.4607

E-mail:

lollver@adcogov.org

Department:

Adams County Attorney's Office

Address:

4430 South Adams County Parkway

City, State, Zip:

Brighton, Colorado 80601

#### Contractor:

Company:

Sysco Denver

Contact:

Eric J Getz, Marketing Associate

Address:

5000 Beeler Street

City, State, Zip:

Denver, Colorado 80238

Office Number:

303.585.2000

E-mail:

Gertz.Eric@den.sysco.com'

10.9. <u>Integration of Understanding:</u> 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.

- 10.10. 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.
- 10.11. <u>Authorization:</u> 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.

#### 11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

- 11.1. 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.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor
- 12. 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:
  - 12.1. 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.
  - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.3. 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.
  - 12.4. 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.
  - 12.5. 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.

# Signature Page IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto. BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO 4/17/18 CONTRACTOR SYSCO DENVER By: Attest: Stan Martin, Clerk and Recorder APPROVED AS TO FORM: Adams County Attorney's Office NOTARIZATION: STATE OF Coloredo Signed and sworn to before me this $11^{+1}$ day of $\cancel{\cancel{\phantom{}}}$ by Brock Bridges

Notary Public

My commission expires on: 10-31-2020

#### ATTACHMENT A

(All Documents following this page of the Agreement)

# Attachments:

- 1. Price Form
- 2. Proposal, dated January 24, 2018
- 3. Addendum One, dated January 17, 2018
- 4. Contractor's Certification of Compliance, dated January 24, 2018
- 5. Contractor's Statement, dated January 24, 2018

PFP 2018:308

nutrition Food Services

(Sysco Denve)

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	_	2	37	DRESSING RANCH LITE/GFY/REF	1 GAL	4.	KE0608	KENS
\$1,083.75	\$43.35	\$3.90	25 cs	UNESSING RANCH HUMES I YEE (GF)(REF)	- ()	4		
\$209.85	\$41.97	\$2.47	20.03	ZWVX	1 GAL	<u> </u>	0777	KENS
				DECONTEDICE INC. TAKE WATER STAIN	1 GAI	4	E	CD CHEMICAL
\$378.00	\$37.80	\$4.35	10 68			000		
\$781.90	\$78.19	\$8.99	ន	CLIB SOLIET E BYDED 7 VS	3	5000		GENPAK
\$372.40	\$37.24	-\$19.16	33 01	CITE DI ASTIC 7 OZ NO I IN TRANSI LICENT	100 CT	25	RK7	FABRI-KAL
\$531.90	\$53.19	-\$17.26	1003	Clie Cl EVB 10 02 (LID #637 109)			FK-GC10-FK	FABRIKAL
\$786.20	\$78.62	\$40.63	33	CHD (X) SOLITER DI AS E FOZ II DE ISSERDI	105 CT		PC550	FABRI-KAL
\$333.75	\$13.35	\$0.55	25 08	CLID /X/ SOLIEEL E BYBEB 5 5 03	250 CT	20	F550XXX	GENPAK
\$185.75	\$7.43	\$0.33	25 03	CITCI IMBEDS 35# BOX	25#	اد		
\$642.75	\$25.71	\$1.91	80 67	CHCHWBEBS STIDED SELECT	# LINIT	ָנזו		
\$1,197.50		\$5.00	\$3 C2	CRANBERRIES DRIED SWEETTENED	#	õ	94613	OCEAN SPRAY
	L_		2	CICAMBERNIES DRIED CRAISINS	1.16 07	200	23445	OCEAN SPRAY
\$1,962.00	\$78.48	\$5.25	2503	CRANDEDDIES DDIED COALONIO				
\$1,283.75	_	\$4.26	25 05	CRANBERBIES DRIED COALDING DECEBERRY	1.16.07	200	23444	OCEAN SPRAY
\$670.25	\$26.81	\$2.41	83 63	CRANBERRIES DOIED CONICING DI LIEDER	1.16.07	200	23446	OCEAN SPRAY
			2	WIND WINDER	2 CT	300	30017	WESTMINSTER
\$700.25	\$28.01	\$2.21	57 62	IADES WILD				
	200	3	35 25	SHAPED	1 OZ	210	50689	KELLOGGS
\$884.50	935 <u>-</u> 38	\$5.20	2000	CRACKER GRAHAM SCOORY DOO ROME				
\$487.75	00.30	\$2.00 \$1.41	20.50	CRACKER CLUB CRACKER	2 PK	500	05363	KETBLER
\$1,416.2	L	\$5.10	20 52	CRACKER CHEEZ-IT WG	1.5 OZ	60	79263	KELLOGGS
\$1,465.75	ŀ	\$2.c¢	25 25	CRACKER CHEESE GOI DEISH INDIVINIOND	.75 OZ	300	14367	PEPPERIDGE FARM
		2	25	GRAIN	.75 OZ	300	140018105	PEPPERIDGE FARM
\$1,127.75	\$45.11	\$3.00	20 02	2				
\$693.75	\$21.15	0C.2¢	SO C2	COUSCOUS REAR	8#	>		
	37	\$3 EO	ST SS	COUSCOUS REGILAR	36 OZ	6		
		Non Stocked	25 cs	COLLAGE CHEESE LO FALS LOCKED	Ç.	_	10000	
\$1,036.00	\$20.72	\$3.82	50cs	COTTACE CHEESE LO FAI STOCKED	Σ# #	ا د	26595	MEADOW GOLD
\$53.85	\$10.77	\$0.97	5 cs	CORNMEAL YELLOW	#	v į	40085	MEADOW GOLD
\$720.50	\$28.82	\$2.02	25 ⇔	CORNEL CLASSIC	# 2	3	4112-2	PIONEER
\$796.75	\$31.87	\$3.07	25 05	CORN CUI	# (:	jy S	187158	CLASSIC
\$562.40	\$56.24	\$5.90	SO OS	CODAL COGAR	25#	12	187110	CLASSIC
\$239.00	\$23.90	\$2.15	2008	COOKIE DOI OF MICHON	1507	210	15989	RICHS
		,	3	COCONET SHOED MEDILIN	#:		11434	1

GRANOLA BAR OATS N HONEY 18CT, 1.5 OZ. GRANOLA CASCADIAN ORGANIC OAT & HONEY		<b>\</b>	27111	GENERAL MILLS
3AR OATS N HONEY 18CT, 1.5	44 OZ HONEY  GRANOLA CATC & HONEY	4	12772	GENERAL MILLS
	GRANOLA		3330	
GRANOLA BAR CHEWY IW CHOC CHIP	+	120	33530	NATURE VALLEY
GRANOLA (X) BAR LOFAT CHEWY VARIETY		120	11591	NATIONE VALLEY
	100 CT	5	304363262	HANDGARDS
GLOVES ULTRATOUCH SYNTHETIC DE				
ARGE I ARGE	100 CT	<del>-</del>	304363263	HANDGARDS
	AOTS CI CION	ē	71700000	
GARLIC CLOVES, NO SKIN		\$ -	202222	HANDGARDS
GARLIC CHOPPED (REF)	Ž	\ <u>_</u>	136-114	
FRUIT, DRIED, APRICOT, BULK			120	T N KORR
FRUIT, DRIED, CHERRY, BULK	FRI			
FRUIT, MIXED BERRIES, IQF	5# FR	2		
- ROLL MINE DIGIT				
EDI ILI MINEDI IOL	5#	2	16511	DOLE
73/4 OZ	407	36	104670	LEAHY
TROT COCK I AIL IN JUICE		5) (	14985	SCHREIBER
FRENCH JUASI CINNAMON GLAZED WG	#10 FRENCH IC	n <del>i</del>	2001651	DEL MONTE
FORK MED WT WHITE PROP	-	1000	4802575014	PAPETTI
FOIL WRAP STANDARD 18X1000	1		11805COM	NI TREBON
FOIL WRAP STANDARD 12X1000	ROLL FOIL	1	11203COM	HEACOMPANIONS
FOIL WRAP HEAVY DITTY 18X1000	<del>[-</del> ]	_	11808COM	HFA/COMPANIONS
TO TO THE SESTION OF THE CHE	#	50	00846975	CONAGRA
ELOUIS WHILE IN ABUSE BLEVIOUS	_			
LOCK ALL TOKE HOLEL&XEX		3 5	00871170	CONAGRA
ייים און די ובררי פין טל ועד	# 2	3	6175222520	CONAGRA
FISH TII ADIA EII I ET E 7 O7 TOE		6	21025249	ICELANDIC
FISH POLLOCK STIX WG	102	160	1089867	HIGHLINER
FISH COD LOIN 5 OZ FILET RAW IOE		15	1023327	FISHERY
EXTRACT VANILLA IMIT NON-ALC 3 STAR	1 GAL EXTRACT		04247	CT OROTA
EGGPLANT,WHOLE 10 LBS.	-		2222	CE SALIEB
EGGPLANT, WHOLE 5 LBS.				

FAW	CHETOTALDE	CHEES DRIDE	AZAR	0101014	BRIGHT SOLUTION		HEINZ	UNIPRO	OTIS SPUNKMEYER		BAKERY	EUROPEAN	OTIS SPUNKMEYER	XENS	KENS	DOLE		FABRI-RAL	TADDI KARINO	TAYLOR EARLS	BBI CHI CHI INCH	TAYLOR FARMS	TAVI OD EADMG	TOTAL CHANGE	TAYI OR FARMS		IN EON ANNO	TAVI OD EADWS	ODCINIA ODCINIA	CALIFORNIA	HINTS	INIBBO	RUBYKIST		AND NOOF	AMBROSIA NATORAL	EL OBIDA NATIGAL	KRONOS		UNIPRO
6414432288	54107 CHP	1780008	00000	DOL-INAP 1984	DCI NIADAOOA	00000000000	120005205000	85405	10143		99807890		10144	KE0892	KE0911B6	10550		XL345										48-40021-100		2/0003828/	85402	6301244RK	200		32012	001630015/42	383460	200	2106	7104-1
6	თ	25		α	,   _	200	3 8	2	72		6		72	4	198	2	1	_		ω		2		6	,		4	10	18	1000	500	12					2		-1	
17 OZ	1 GAL	**		1.000	#01	70.6/1	200	2 2 CM	207		12 CT	i	207	1 GAL	7/16 OZ	5#	5 GAL	125 CT	5# UNIT	#	5# UNIT	*		2#	5# BAG		5#	#	# AVG	9 GM	9 GM	46 OZ		GALLON	32 0Z	3.5 L	4#		5#	#C
OIL SPRAY PAM	OIL CANOLA SALAD OIL		NUTS (X) SUNFLOWER KERNELS RSTD	NAPKIN BEVERAGE 1PLY 1/4 FOLD	MUSHROOMS, BUTTON	MUSTARD PACKETS	MODIARU TACKETS	MICTARD CACALLE	ESS TAN AND DECOUDENCY OF 1% AND THE COLUMN TO THE COLUMN	2	MUFFIN ENGLISH WG	MOTE IN DIVINING OF LESS	MIJERIN BANANA STO MAI DEL TOO		MAYONNAISE BOI ICHES	MANGO CHRES IOF	MANGO CHOPPED FRESH	LID SOUFFLE 4/5.5 OZ (CUP#637108)	LETTUCE TACO SHRED UNIT	LETTUCE SPRING MIX BAGGED	LETTUCE SALAD MIX UNIT	LETTUCE ROMAINE CHOPPED		LETTUCE ROMAINE CHOPPED	ORDER	LETTUCE GREEN LEAF FILLETS SPECIAL	LETTUCE (T) TACO SHRED	LASAGNA PASTA SHEETS	KIWI VOL FILL	KETCHUP PACKETS HUNTS	KETCHUP FOIL POUCH	TUOAS	JUICE PINEAPPLE PLSTC BTLE W/POUR	JUICE, LEMON	JUICE LEMON	JUICE (X) APPLE FROZEN	PEPPER(REF)	HUMMUS WITH ROASTED RED BELL	HONEY REAL CLOVER	HONEY REAL CLOVER
108	10 %	50G		50 cs	15 cs	25 cs	25 cs	25 cs	}	23.63	کر کر	\$3 C2	20 62	23 62	20 08	20 02	3 2	3 8	20 %	50 cs	50 cs	50 cs		50 cs	50 cs		50 cs	100	25 cs	25 6	25 cs	2002		100%	10 00	10 68	25 each	900	5 830	5
64.7E	64.00	\$1.86		\$3.73	\$0.85	-\$2.68	Non Stocked	\$3.50		\$1.0/	94.67	-\$13.85	-\$4.67	-\$2.45	\$2.81	NOTI STOCKED	7C-404-	\$0.10 0.10	20.10	\$0.45	\$0.22	Non Stocked		\$0.92	ee 0\$	40.1	\$0.79	\$1.57	\$0.85	\$0.47	200	\$3.01	***************************************	\$0 08	\$0.14	-\$41.80	\$1.07	#O-00	\$0.50	\$2.66
\$33.96	\$20.00	. 89 UC\$	1	\$42.88	\$18.85	\$12.57		\$49.95		\$23.92	3	\$31.10	\$40.93	\$16.75	\$40.16		\$49.53	44.70	01.00	\$0 OF	200		\$10. ii	\$20.42	\$33.14	\$10.0X	\$18.00	\$27.37	#19 OF	17.7.7.4 17.7.7.4	\$25.24 14.040	643	₩12.02	\$13.03	671.00	674.00	\$22.77	\$17.57	\$47.57	\$94.36
\$539.60	0C-C01&	\$102.20	¥-,	\$2 144 00	\$282.75	\$314.25		\$1,248.75		\$598.00		\$777.50	\$1,023.25	\$418.75	\$803.20		\$495.30	\$209.50	OC. 70+0	\$210.00	31100		₩.,	\$1,00,00	2 12 20	\$60.1.00	6004.00	\$222 70	C7.6.10¢	\$00.00	\$434.10 6634.00	9	07.071	20.5	\$145.00	CZ 19604	\$C 403\$	\$67.85	407.05	\$471.80

SCHREIBER	1 1010	) (	# AVG	ONION YELLOW JUMBO UNIT	10 cs	\$0.08	\$3.51	\$35 10
CALIFORNIA	14919	G.	#10	ORANGE MANDARIN WHOLE SEGMENTS	SO CS	\$3.55		\$1 972 50
MEXICO		3 0	3 5	ORANGE (T) FANCY 113 CT	50 cs	\$1.70	1	\$1.885.00
PATERSON	8060712101/s		3 5	ORANGE CHOICE	50 cs	Non Stocked	- 1	,
HANDI FOIL	000 00 1CE	100	3	PAN LINER 16 3/8" X 24 3/8" TISSUE	10 cs	\$3.14	\$46.89	\$468.90
Ī	321-00-100	O	CI	PAN STEAM TABLE HALF SIZE ALLUMINUM	200 cs	-\$13.78	\$27.47	\$5,494,00
KRUSTEAZ	Sanzulo	<u>,</u>	1 1 07	PANCAKE, WG BLUEBERRY 1 OZ OR LESS	25 cs	\$2.93	\$41.83	\$1,045.75
PATRIA	5280	3 7	16.07		25 cs	-\$3.02	\$17.58	\$439.50
		i	10.02	BASTA I ASAGNA WHOLE GRAIN RUFFLED	10 cs	\$1.48	\$16.48	\$164.80
PATRIA	9070	ક	#	PASTA MACABONI SI SONO COOK	10 cs	\$1.70	\$16.70	\$167.00
ZEREGA	8321	20 2	# #	PACTA MEDOW WHOLE GRAIN	10 cs	\$2.70	\$30.05	\$300.50
		1	#	PASTA MED SHELLS	10 03	\$2.30	\$25.60	\$256.00
DATOIA		20	#	PASTA MED SHELLS WHOLE GRAIN	10 %	Non Stockad		
- AUGA	8755	20	#	PASTA PENNE RIGATE WHOLE GRAIN	સ ઉ	-\$1.93	33.83	6220 20
AMBROCIA	200			PASTA, BOWTIE	2008	\$121	\$13.46	\$13/80
DEI MONTE	2001502	σ	#10	PEACH DICED CHOICE IN JUICE	50 cs	\$4,53	\$50.38	\$2.519.00
DEL MONTE	2001707	nσ	#10	PEACH DICED IN PEAR JUICE	50 cs	\$5.45	\$52.20	\$2,610,00
AMBROSIA	28505	n	# 10	PEACH DICED IN JUICE	50 cs	\$4.69		\$2.607.0
SENECA	003710092606	מ כ	#10	TEAR DICED IN JUICE	50 cs	\$4.78	[	\$2,656.50
CLASSIC	189497	3,0	ンカ# 	TEAR DICEU IN JUICE	50 cs	\$4.52	\$50.22	\$2,511.00
		i c	# 0.	DEAC CITOAD COLOR	15 cs	\$1.84	\$29.49	\$442.35
		5	#1	PEDDEBS COECH BELL HINT	100	\$1.47	\$32.67	\$326.70
		ي ارد	# 52	DEDDEED BED BELL ON!	108	\$0.50	\$11.15	\$111.50
HAWAIIAN/MEX		¥ (	# AVG	יתריתת אבט מכנר כאון	8	\$0.50	\$11.15	\$111.50
AMBROSIA	19063	S (	#30	DINITATION OF THE PROPERTY OF	25 cs	\$2.16	\$35.55	\$888.75
AMBROSIA	19463	6	# 5	PINICAPPI C TIPPITS NATURAL JUICE	S) CS	\$3.87	\$42.97	\$2,148.50
		,	5	PIZZA I UNCHAROLINO 5" PEDDERONI DE MO	50 cs	\$4.97	\$55.27	\$2,763.50
THE MAX	7738712538	න	5.05 OZ	W E CONTRACTOR OF THE CONTRACT	20	040 70	<del> </del>	
GENPAK	80600	1	1000 CT	PLATE FOAM 6" WHITE	20 50	- 10 10 - 10 10	ļ	\$4, 155.00
23	PP6GR	1000	2	PLATE PAPER 6" WHITE	20 8	SS 25		\$3,100.00
AJM	PP9GR	1000	CI	PLATE PAPER 9" WHITE	20 %	\$4.43	- -	\$4,923.50
CALIFORNIA		প্র	#CTN	POTATOE "B" SIZE RED	10 each	-\$0.38	\$15.03	\$150 OC
SENEDA EDODO	1000	100	SIZE	POTATOE RUSSET BAKER 100 SIZE	10 each	\$0.89	\$10.84	\$102.40
SAVOR	C86C001 75002	σ	106 02	PUMPKIN SOLID	30 08	\$4.40	\$48 Q5	\$480 50
MBBOSIA	VATUU	12	\$	QUINOA RED GRAIN	10 cs	\$3.28	\$35.48	\$364 SO
CALIEDBNIA		2	ž	QUINOZ WHITE GRAIN	8 0	\$3.01	\$33.46	\$324 AD
THE BOYABDEE	5303	10	#	RAISINS NATURAL SEEDLESS	10 ငန	\$2.07	\$23.02	337.30
	0414481080	); 	#10	RAVIOLI BEEF WIMFAT SALICE *CN	3	3	1	02.00.20

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64740	\$0.40	20 02	20,000	SPICE ONION POWDER	20 OZ	_	07870	CI OFICEN
\$111 00	\$22.38	\$4.33	5 each	SPICE ONION MINCED	70.07	-	07010	CE SVI IEB
\$352.45	\$70.49	\$6.34	5 each	SPICE ONION CHOPPED DEHYDRATED	#	5	8781.0	CE SALIER
\$107 60	\$21.52	\$2.09	5 each	SPICE NUTMEG GROUND	16 02		01971	CE SALIEB
\$39.15	\$7.83	\$0.70	5 each	SPICE MUSTARD DRY GROUND	70.91	-	01100	CE SALIEB
\$77.65	\$15.53	\$1.40	5 each	SPICE LEMON PEPPER MASTER CHEF	70 02	٠.	01166	CE SALIER
\$52.80	\$10.56	\$0.95	5 each	SPICE ITALIAN SEASONING	24 02		01380	CE SALIER
\$311 10	\$62.22	\$6.23	5 each	SPICE GARLIC POWDER	6#	-1	71817	CE SALIEB
\$83.15	\$16.53	\$1.56	5 each	SPICE GARLIC POWDER	20 02		01010	CE SALIER
\$399.05	\$79.81	\$7.98	5 each	SPICE GARLIC GRANULATED	7.25#	٠   ٠	01812	CE SALIED
\$103.45	\$20.69	\$2.07	5 each	SPICE GARLIC GRANULATED	26 oz	-	01010	CE SALIER
\$59.75	\$11.95	\$1.07	5 each	SPICE CUMIN GROUND	70.91	بــ ا	01106	CF SALIER
\$3	\$19.30	\$1.74	5 each	SPICE CREAM OF TARTAR	25 oz	سا	01101	CE SALIER
\$54.75	\$10.95	\$1.27	5 each	SPICE, CORIANDER	14 oz	·	2	CE SALIED
\$120.90	\$24.18	\$2.18	5 each	SPICE CORNSTARCH	#	24		
\$76.65	\$15.33	\$1.38	5 each	SPICE CINNAMON GROUND	15 oz		01051	COACEA
\$48.45	\$9.69	\$1.84	5 each	SPICE CHIVES FREEZE DRIED	1 0Z	_	01338	CH OACHA
\$50 pn	\$11.95	\$1.21	5 each	SPICE CHILI POWDER MILD	16 02		01066	CE SALED
3	\$55.83	\$5.16	5 each	SPICE CHILI POWDER	5.5#	_	01047	CI CACITA
\$57.C	\$13.00	\$1.31	5 each	SPICE CHILI POWDER	20 oz	_	01046	CE SALIEB
A é	\$10.25	\$1.16	5 each	SPICE CELERY SEED	16 OZ	_	01341	Ch CALLED
\$45 QO	\$9 18	\$0.83	5 each	SPICE CAYENNE PEPPER	16 OZ		07211	CE SALIEB
φυ1.10	÷.	Non Stocked	5 each	SPICE BASIL GROUND	12 OZ	ے	01016	CF SAUEX
\$ 70.00	\$7.5A	\$0.78	5 each	SPICE BASIL CHOPPED LEAVES	5 OZ	_	01321	OF SAUER
6450 35	\$35.33 33.33	\$2.63	5 each	SPICE BASIL CHOPPED LEAVES	20 OZ		01320	CF SAUCER
\$0.72 75	\$37.35	109.08	25 cs	SOUP BASE CHICKEN LOW SODIUM (GF)	1#	6	01461ECFPZ	CE SALIFE CULINARY
\$47.30	99.70	\$4.72	25.00	SOAP LIQUID DAWN	38 OZ	∞	PRG45112	DAWN
\$1,890.50	\$37.81	\$0.70	5020	SAUCE WORCESTERSHIRE	1 GAL	٠.,	55923	AMBROSIA
	20101	25 Ze	£50 ≥5	MIA	#10	6	2700042201	ANGELA MIA
\$1,885.00	\$37.70	C7-1¢	30 00	SAUCE SPAGHETTI W/TOMATOES ANGEL A				
\$536.55	\$35 //	33.22	50 05	SAUCE MARINARA ANGELA MIA	#10	6	2700039125	ANGELA MIA
		3	15.00	SAUCE ENCHII ADA ROSARITA	#10	တ	4430010649	ROSARITA
\$733.50	\$48.90	\$4,40	15 cs	SAUCE BBU SWEET BABY RAYS(GF)	ار م	4	000	
		Non Stocked	50 cs	SAMOWICH EGG & CHEESE ON A WG BUN	1000	2	SIDMAD D	XENS
\$24.20	\$4.84	\$0.44	5 cs	SANDARICH FOC & CHIEFOT CHIEF	25 07	3 2	68079	ADVANCE
\$3.76	\$1.88	\$0.03	2 each	OALL YOUTEX	# \$	22 -	350/118160	CARGILL SALT
\$111.55	\$22.31	\$2.01	5 cs	OAL T KOOLEX	۽ ڀ	<u>.</u>	2AAD	CARGILL SALT
\$247.55	\$49.51	\$4.46	5-15 cs	SALT KOSLIED	¥ ç	3	11094	CARGILL SALT
\$172.00	\$17.20	\$1.55	10 0%	RICE BROWN WHOLE GRAIN PAR BOILED	2 ≱	2 4	4430011005	ROSARITA
				٦,	-	`		

\$1,049.50	\$6.07¢	\$1.09	3000	TOMATOF (T) FI AT 21 AVED BEDACK	‡ ? ?	3		TAYLOR FARMS
	\$20.3Z	\$ 00.07	50 8	TOMATO WHOLE PEELED IN TILICE	102 OZ	6	1415000645	OLD CALIFORNIA
-	300	\$2.2 <b>7</b>	1000	TOMATO SAUCE POUCH	S06 OZ	6	4443774104	UNIPRO/NEIL JON
7 \$194.35	\$38.87	\$1.47	ಬ್	IOMAIO PASIE	3	,		
ļ	\$28.41	\$1.16	20.08	TOWATO DACTE	#10	S)	2700038835	HUNTS
	\$28.02	\$1.67	SO 03	TOWATO DICED IN JOICE ANGELA MIA	102.07	ית	2001585	DEL MONTE
8 \$179.40	\$35.8	\$3.23	o each	TOMATO DICED IN INJOHANCE	#10	5)	2700037854	ANGELA MIA
	\$27.98	\$0.43	2002	TOMATO (X) PASTE POLICH	102 07		44437 44254X	OLD CALIFORNIA
1	+	Davon John	3 3	TOMATO (X) CRUSHED IN THICE POLICE	102 OZ	<b>о</b>	44437 34154X	CENTER VALLEY
C7.90.7¢	+	Non Stole	27.00	TACO BOWL EDIBOWI 4.5"	CT	144	0507-8	CORBIN FOODS
+	\$30.33	\$3.73	25.08	SYRUP PANCAKE CUPS	1.5 OZ	200	85400	ONIFICO
+	\$10.51	\$1.76	5 each	SUGAR GRANULATED	##	5	O <del>b</del> COO2	Codin
-	\$25 77	\$2.32	5 cs	SUGAR BROWN LIGHT	#	3 2	780004	WESTERN
	\$19.41	\$1.36	10 cs	STRAWBERRIES WHOLE JOF	‡	3 6	400500	C&H
-	\$68.01	\$4.76	10 cs	STRAWBERRIES SLICED 4+1	40.0#	3 0	100709	CLASSIC
-	\$28.90	\$2.18	25 cs	O I KAWABEKKIES FKESH PREMIUM		n -	CVSCING	UNIPRO MAROLIIS
	\$48.06	\$2.16	10 cs	SCORON BOTTERNOT (CUBED/DICED)		<u> </u>		DRISCOLL
	\$14.29	\$1.14	10 each	SOLIVELLE 25 OF ANTO CHECK SIO	₽ .	Δ.		MRS. C
2 \$841.00	\$16.82	-\$7.93	50 cs		3 CT	٠,	130136	TOLCO
-	\$30.47	-\$24.23	SOCS	SPORK MED WIT WHITE BIRLY	CT	1000	3647	NUTRI BON
_	\$33.87	\$2.37	5 8	SPOON(T) MED WITH DECOR	ဌ	1000	3642	NOTRI-BON
$\vdash$	\$0.86	90.01	3 3	SPINACH FROZEN	#2	12		
+	\$18.22	\$0.02	10 8	SPINACH TRIPLE WASHED	2.5#			HUNEY BEAR
+-	7 6 6	20.00	15 %	SPINACH TRIPLE WASH FLAT   FAF	2.5#	4		CALITORNIA
╀	617.00	\$0.03	5 6200	SPICE THYME LEAVES	7 OZ		01484	CALITORIX
+	613	\$1.12	5 each	SPICE TACO SEASONING	20 OZ		987.00	
	\$17.23	\$1.55	5 each	SPICE SEASONING SALT	30 OZ	_	99710	CE CALIED
+	\$15.00	\$1.44	5 each	SPICE SAGE GROUND	20.8	-	06210	CE SALIED
+	\$10.85	\$2.06	5 each	SPICE POPPY SEED	70.07	-	04350	CF SALIER
-	\$11.11	\$1.00	5 each	OFFICE PERFEX RED CRUSHED	20.02	٠.	01110	CF SAUER
37 \$409.35	\$81.87	\$7.37	5 each	REGIAURAN	לב בי	٠   ٠	04046	CF SAUER
$\dashv$				OFFICE PERFER GROUND BLACK	η #	<u>.</u>	00947	CF SAUER
01 \$80.05	\$16.01	\$1.44	5 each	RESTAURANT	70.91	<del> </del> -	00040	
-				SPICE PEPPER GROUND BLACK	200		34000	CF SAUER
+	\$5 18	\$0.46	5 each	SPICE PARSLEY FLAKES	10 02	-	20710	
+	\$2.5	\$0.46	5 each	SPICE PAPRIKA	16 OZ		19110	CE SALIED
+	72. 05.	\$0.84	5 each	SPICE OREGANO LEAVES	24 OZ	-	01410	CE SALIER
+	\$14 48	\$1.30	5 each	SPICE OREGANO GROUND	70.71	-  -	02.100	CE SALLER
\$43.20	\$8.64	\$0.78	5 each	SPICE ONION SALT	36 02	-	01106	CF SAUER
+				100	35 03	•	24470	CF SAUER
13 \$190 65	\$38.13	\$3,43	5 each	SPICE ONION POWDER	5.5#	-	01821	CH SAUER
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¥	野AVG	5.40 OZ	1.14 02	2.6 OZ	\$	C	2	3	Zo Pound		2	1.39 02	GALLUN	GALLON	五	30#	30#	#	#	2.5#	扩	*		25 OZ	1#	5# AVG	1#		43 OZ	10 CT	1HS 58		12 CT	24 CT	12 CT	54 CT	#	PINTS	# AVG
XOUINOA WHITE	XPORK CARNITAS IN LT GARLIC	XPIZZA PEPPERONI FRENCH BRD 6" 51% WG	XPANCAKE WHOLE GRAIN 1.14 OZ	XFISH POLLOCK WEDGE UNBREADED 2.6 OZ	XCHEESE PARMESAN SHREDDED	XBAG LO DENSITY POLY ROLL PK 8X4X18	ABAG BON FAN 2/X3/ HI DENSILY FREEZER	VBAC BLIK DAN OTKAT I TENOTES INTEREST	WOW BUTTER, NUT FREE	WRAP PVC HILM 18X2000 W/SLIDE CUTTER	WATERMELON 5 CT	WAFFLE WHOLE GRAIN 1.39 OZ	VINEGAR, WHITE, DISTILLED	VINEGAR, BALSAMIC	VEGETABLE SCANDINAVIN BLEND	VEGETABLE, CORN, FROZEN	VEGETABLE, GREEN BEANS, FROZEN	VEGETABLE SPRING BLEND	VEGETABLE ORIENTAL BLEND	VEGETABLE MIXED 5 WAY	VEGETABLE MEADOW BLEND	VEGETABLE CALIFORNIA BLEND	VEGETABLE CALIFORNIA BLEND	UBR DOUGH CINNAMON WHOLE WHEAT	TURKEY HAM SLICED 94% LEAN .51 OZ		SKINLESS	TURKEY BRST SLICED WHL MUSCLE	TUNA, CANNED, WATER, ALBACORE	TRASH LINER 60 GAL 1.9 MIL GRAY	SHTS/ROLL	TOWEL KITCHEN ROLL(T)2 PLY 85	TORTILLA 8" WHOLE WHEAT	TORTILLA 6" WHOLE WHEAT	TORTILLA 10" WHOLE WHEAT	TORTILLA WHITE CORN THIN	TOMATOE, FRESH, DICED 5 LBS.	TOMATOE GRAPE	TOMATOE (T) 5X5 1 LAYER
20 63	کار در	50 Cs	25 cs	25 cs	2-5 each	10 each	10 each		508	10 each	15 cs	25 cs	5 each	5 each	15 cs	15 cs	15 cs	15 cs	15 cs	15 cs	15 cs	15 cs	15 cs	15 cs	25 cs	25 cs	25 cs	1	10 cs	25 cs	50 cs		10 cs	10 CS	10 cs	10 cs	15 cs	15 cs	25 cs
\$0.12	833	***************************************	-\$3.02	\$1.78	\$4.05	-\$13.13	\$1.80		\$9.02	\$4,48	-\$5.28	\$1.73	\$0.38	\$1.87	\$2.40	\$1,84	\$1.64	\$2.50	\$2.00	\$2.21	\$2.85	\$2.46	\$2.19	\$3.55	Non Stocked	\$1.90	\$3.53	\$0.00	\$6.69	\$3.40	\$3.43		\$2.47	\$3.27	\$0.61	\$7.00	-\$0_14	-\$6.47	-\$1.30
\$3.07	20.63	100	\$17.58	\$30.21	\$44.95	\$39.12	\$54.15		\$100.20	\$38.98	\$31.47	\$24.78	\$4.32	\$18.75	\$34.30	\$26.29	\$23.39	\$35.65	\$32.15	\$31.61	\$40.70	\$35.11	\$31.34	\$50.65		\$21.15	\$52.53		\$74.29	\$29.55	\$29.83		\$23.97	\$32.12	\$30.36	\$32.05	\$19.11	\$27.33	\$20.05
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BSL-L385818K	50 2	의	XTRASH LINER 60 GAI 19 MII GRAY				
18863XXX	12	2#					
			ZUCCHINI, WHOLE 5 LBS.	15 cs	\$1.28	\$11.78	\$176.70
7797777777	۱	2	ZUCCHINI, WHOLE 25 LBS.	10 cs	\$0.90	\$20.05	\$200.50
16632	ה מ	2 KO	YOGHRT BARFAIT BRO WANTE A COME FAT	10 each	\$4.48	\$38.98	\$389.80
			3 COMP-TRAY, BENTO BOX, BLACK, SMALL	23 65	\$0.00	\$18.24	\$456.00
			SIZE	10 cs	-\$13.32	\$63.28	\$632.80
	50	1202	BOWI PLAS BLK BND MICROWAVE	50 65	200	***	3
				3	-\$22.10	\$10.42	\$3,821.00
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	900	O	LID PLAS DOME CLR MCRWVBL	מל כת	-\$42.72	\$48.53	\$2,426.50
				30 0.8		4 .4	
,		500 CT	BAG PLAS 10X8X24 .9ML HVYWT	20 CS	-810 38	\$41.80	2000
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			12 500 1 1 1 1 1 1 1 1 1 6 6 6 6 6 7 300 2 300 300 300 300 300 300 300 300 3	12 2# XVEGETABLE SCANDINAVIAN BLEN ZUCCHINI, WHOLE 5 LBS. ZUCCHINI, WHOLE 5 LBS. ZUCCHINI, WHOLE 25 LBS. 1 ROLL XWRAP PVC FILM 18X2000 SLIDE CUT 6 64 OZ YOGURT PARFAIT PRO VANILLA LOW 3 COMP-TRAY, BENTO BOX, BLACK, SV SIZE  500 12 OZ. BOWL PLAS BLK RND MICROWVBI 300 24 OZ. BOWL PLAS BLK RND MICROWVBI 300 32 OZ. BOWL PLAS BLK RND MICROWVBI 300 7.5' LID PLAS DOME CLR MCRWVBL 500 5" LID PLAS DOME CLR MCRWVBL	12 2# XVEGETABLE SCANDINAVIAN BLEND  ZUCCHINI, WHOLE 5 LBS.  ZUCCHINI, WHOLE 5 LBS.  ZUCCHINI, WHOLE 5 LBS.  I ROLL XWRAP PVC FILM 18X2000 SLIDE CUTTER  6 64 OZ YOGURT PARFAIT PRO VANILLA LOW FAT  3 COMP-TRAY, BENTO BOX, BLACK, SMALL  SIZE  500 12 OZ. BOWL PLAS BLK RND MICROWVBL  300 24 OZ. BOWL PLAS BLK RND MICROWVBL  300 32 OZ. BOWL PLAS BLK RND MICROWVBL  300 7.5' LID PLAS DOME CLR MCRWVBL  500 5" LID PLAS DOME CLR MCRWVBL  500 5" LID PLAS DOME CLR MCRWVBL	12 2# XVEGETABLE SCANDINAVIAN BLEND   15 cs   ZUCCHINI, WHOLE 5 LBS.   15 cs   ZUCCHINI, WHOLE 25 LBS.   10 cs   10	12       2#       XVEGETABLE SCANDINAVIAN BLEND       15 cs       \$1.28         2UCCHINI, WHOLE 5 LBS.       15 cs       \$1.28         1       ROLL       XWRAP PVC FILM 18X2000 SLIDE CUTTER       10 cs       \$0.90         1       ROLL       XWRAP PVC FILM 18X2000 SLIDE CUTTER       10 each       \$4.48         6       64 OZ       YOGURT PARFAIT PRO VANILLA LOW FAT       25 cs       \$2.24         500       3 COMP-TRAY, BENTO BOX, BLACK, SMALL       10 cs       \$0.00         500       12 OZ.       BOWL PLAS BLK RND MICROWVBL       50 cs       -\$13.32         300       24 OZ.       BOWL PLAS BLK RND MICROWVBL       50 cs       -\$22.18         300       32 OZ.       BOWL PLAS BLK RND MICROWVBL       50 cs       -\$24.62         300       7.5'       LID PLAS DOME CLR MCRWVBL       50 cs       -\$37.90         50       5"       LID PLAS DOME CLR MCRWVBL       50 cs       -\$37.90

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**Sysco Denver** 5000 Beeler St. Denver, Colorado 80238 303.585.2000

sysco.com

#### Qualifications

- Hands-on support- Our marketing associates are there for you. Their
  unsurpassed local knowledge is backed up by specialized expertise at the
  corporate level on everything from exotic foods to food safety to sustainable
  growing practices. In our corporate kitchen, we continually evaluate new food
  offerings and compare brands to make sure our customers have access to the
  latest and best products.
- Sysco Denver serves over 7,000 accounts with 600 routes weekly, shipping Monday through Saturday.

## **Operating Experience:**

Since the initial public offering in 1970, when sales were \$115 million, Sysco has grown to \$54.4 billion in sales for fiscal year 2017 and employs around 65,000 associates.

Many solid customer relationships have been nurtured along the way, countless dining trends and meal alternatives have evolved, and today the decision to consume meals prepared away from home is as much necessity as choice. Since then, the industry it serves has expanded from \$35 billion to approximately \$255 billion.

Today, Sysco has sales and service relationships with approximately 500,000 customers, companywide and remains committed to helping them succeed in the foodservice industry and satisfy consumers' appetites. Operating from over 300 locations throughout the U.S., Bahamas, Canada, Ireland & Northern Ireland.

Sysco Denver has supplied hotels, motels, restaurants, schools, hospitals and multi-unit accounts with high quality food, supply and equipment items for over 60 years. Operating from a 430,000 square foot warehouse located in Denver, Colorado, the refrigerated dock and fleet of 190 trailers and tractors provide service to 7,000 plus accounts running 600 routes per week which equates to over \$750 million in annual sales.

#### **Delivery Services:**

Truck deliveries are made weekly on a designated delivery day that works best for your location and situation, we ship Monday through Saturday. There is a 15 case minimum for a truck delivery. Will Calls are also available Monday through Friday from 7:30 am to 5:00pm and on Saturday from 8:00am to 2:00pm.

#### Approach:

At Sysco Denver, we offer our customers more good things than they expect. We go beyond our basic commitment to get customers the foodservice products they want, when they want them, at the right price and as promised. We do more because we know that when our customers are successful, we're successful.

Additionally, as stewards of the Earth, it is our responsibility to protect, nurture and build upon the natural resources provided to us. We will continually seek out new ways to grow, harvest and distribute food in a manner that not only preserves and protects the environment, but strengthens our ability to deliver the best possible quality to our customers. In this way, we ensure a healthy future not just for our planet, but for our businesses and end users alike.

#### **Key Personnel:**

Eric Getz- Marketing Associate- Main Contact. Provide sales and service, answer customer questions about products, prices, availability, and product uses.

<u>Bobbie Jackson-Credit Analyst-</u> Correspond with customer in reconciling payments and accounts to resolve past due balances

#### Unique organizational expertise, infrastructure and resources:

<u>Business Review-</u> Sysco's business review process is an in-depth consultation that covers everything from menu planning to back-of-the-house logistics, all with the goal of making your business run more smoothly and profitably.

<u>ServSafe Training-</u> ServSafe Food training program will educate your employees on food safety, help reduce liability risks, minimize insurance costs and improve food quality. Most importantly, you will be protecting your customers. Program topics include: Personal Hygiene, Cross Contamination, The Flow of Food, Sanitizing, and Time and Temperature Control

Sysco eNutrition- Our eNutrition service is an online nutritional analysis tool available to all Sysco customers. Just plug in your recipe to see a complete nutritional analysis. Adjust ingredients to see how changes can affect the nutritional profile of a single dish or a complete meal. Our database includes nutritional analysis for all Sysco brand products as well as a comprehensive list of other foods.

E-Commerce Solutions- Sysco's easy to use online ordering tool is available via computer, tablet or phone. Sysco Market is the online ordering tool that is easy to use and very intuitive. Sysco Mobile allows you to place and review your Sysco orders from anywhere on your mobile device. Nutritional information, order history and many more features are available at your fingertips to browse at your convenience. Also, we've integrated "My Sysco Truck" into the app and Sysco Market so you can track your deliveries.

<u>Market Reports-</u> Allow you to track market conditions that may impact the food you are serving. Product Market Reports are updated every Thursday. All reports provided by American Restaurant Association, Inc.

Quality Assurance—You can always rely on Sysco to deliver consistent quality with every order. That's because we have more than 100 QA professionals committed to maintaining the most stringent standards in terms of food quality, consistency and food safety. That's by far the largest and most active QA department in the industry. But Sysco's commitment to quality extends well beyond a strong QA Department. We have more than 40,000 employees—from drivers and Marketing Associates to loaders and receivers—that are fully invested in providing the highest quality products and services available today.

We go to great lengths to ensure that our suppliers and our state-of-the-art distribution warehouses maintain the highest standards, often above and beyond government regulations. Additionally, we routinely monitor product quality and food safety systems to ensure compliance and customer satisfaction.

To many in the food industry, our efforts may seem extreme. Even obsessive. To us, it's all in a day's work. Because at Sysco, our QA Department is dedicated to one mission: to deliver great products that meet the most stringent standards in terms of quality, safety and consistency.



Sysco Denver 5000 Beeler St. Denver, Colorado 80238 303,585,2000

sysco.com

# Food Safety

Delivering confidence by the truckload.

As the industry leader in foodservice marketing and distribution, we put our reputation behind every product we deliver. That's why we make sure that Sysco Brand products offer the best in wholesomeness, consistency, quality and—above all—food safety.

At Sysco, quality and food safety go hand in hand

#### Commitment

Our quality process requires full cooperation and close communication between our suppliers and Sysco's Quality Assurance professionals. This ensures that we are all working toward the same goal of providing our 400,000 customers the consistency and quality they've come to expect, and the safety and wholesomeness they demand.

#### Defining Sysco Quality Assurance

At more than 100 strong, the Sysco Quality Assurance Department is the industry's largest and most active. It is a long-standing, ongoing and evolving program consisting of stringent product standards and in-depth evaluation programs. Quality Assurance professionals work in cooperation with our valued suppliers to design, develop and implement Food Safety and Quality Assurance Programs that ensure consistent product quality, compliance with applicable FDA and USDA regulations, and alignment with Sysco product standards and specifications.

#### Empowering Sysco's Quality Assurance Team

Sysco Quality Assurance professionals work around the clock—and around the globe in prime growing and production areas—to ensure Sysco Brand product safety,

These experienced food experts are the very best technical people in the foodservice business. Many joined Sysco with prior experience in raising, growing, harvesting, processing, storing and handling food products, with special competencies in high risk or sensitive product lines. And Sysco trusts and empowers our QA professionals to approve suppliers and—if necessary—disapprove any supplier who does not comply with Sysco's strict Quality Assurance standards.

#### Defining the Roles of Sysco's Quality Assurance Team

Sysco's Program Quality Managers develop and enforce product specifications, ensuring that Sysco Brand products always meet or exceed our exacting requirements. Our contracted Field Inspection Specialists are responsible for continual on-line or lot inspection of Sysco Brand products, with special attention given to the key products subject to the greatest variations, such as fresh and processed meat, produce, imported food products and seafood.

#### Creating a Sysco Brand Product

Sysco's professional Quality Assurance team conducts initial Facility Audits of prospective suppliers to affirm that their food safety controls are sufficient, and that the supplier can meet Sysco's exacting product specifications. These initial Facility Audits must be completed before Sysco purchases any product from a branded supplier, and is not outsourced to independent audit agencies.



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#### Recall Notification

## Recalls are a part of doing business. A very serious part.

When the public's health is at risk, you can count on Sysco to react quickly and accurately. In the event of a recall, Sysco uses the industry's most sophisticated and accurate notification system to communicate recall notices and safety concerns immediately.

Sysco Quality Assurance has developed strict guidelines to facilitate communication between Sysco companies, the recalling supplier and the potential customers involved. This plan minimizes disruption and clearly describes what to do in a recall situation.

If a recalling supplier fails to act in a manner appropriate to the situation, Sysco Quality Assurance professionals are empowered to immediately recommend that products be held from further distribution.

#### Recall Resources: The Food and Drug Administration (FDA)

The FDA provides information gathered from press releases and other public notices about certain recalls of FDA-regulated products that may present a significant/serious risk. Though extensive, not all recalls have press releases or are posted by the FDA.

Some product recalls merit expanded coverage due to the impact they have on public health. When major recalls such as this occur, the FDA creates special web pages and other resources to quickly identify harmful products and disseminate helpful information.

#### Recall Resources: FoodSafety.gov

FoodSafety.gov offers a mobile-optimized platform that immediately distributes the latest, up-to-the-moment information on recalls and food safety alerts. To download the application and start receiving alerts via mobile device, go to www.recalls.gov today.

#### Recall Resources: The U.S. Department of Agriculture (USDA)

The USDA provides regular updates and information about recalls and public health alerts involving meat, poultry or processed egg products.

#### Recall Resources: The Canadian Food Inspection Agency (CFIA)

The CFIA provides a list of the most recent public advisories for high-risk food recalls and issues public advisories for all food products where consumption carries serious health consequences.

# Sysco officials savilings. Spairing and peace of milindal

The Sysco Story Building customer relationships requires time, effort and a dedicated team. For Sysco, it began with a promise to assist foodservice operators in providing consumers with solutions for meals consumed away from home. Since the initial public offering in 1970, when sales were \$115 million, Sysco has grown to over \$37 billion in sales. Today, Sysco has sales and service relationships with approximately 400,000 customers and remains committed to helping them succeed in the foodservice industry.

**Sysco's Mission Statement** To market and deliver great products to our customers with exceptional service.

**Sysco's Vision** To be our customers' most valued and trusted business partner.







# **Value Added Services**

**Sysco Customer Relations – Business Reviews** Our Business Review process is tailored to meet the needs of our customers. We focus on helping you increase your profitability through operational efficiency. The specific areas that we look at with our customers are:

- Menu Management
- Prime Costs and critical numbers for restaurants
- Item specific cost analysis

- Purchasing history and evaluation
- Marketing Strategles
- Topical trends in food service

In addition to these areas, we also work very closely with our Cullnary Consultants and Marketing Associates to host you at our building and ensuring that you have a positive and productive experience when you visit Sysco.



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

# REQUEST FOR PROPOSAL ADDENDUM ONE

Addendum One Issue Date:	Wednesday, January 17, 2018
RFP Number:	RFP-HE-2018-308
RFP Title:	NUTRITION FOOD SERVICES PRIME VENDOR(S)
Proposal will be received until:	Wednesday, January 24, 2018, 4:00 pm (MT) 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
Goods or services to be delivered to or	performed at: Adams County Regional Affairs Office
For additional information please contaction and Address:	ct: Heidi Ellis, Contract Specialist II 720-523-6053 hellis@adcogov.org
PRINT OR TYPE	PE YOUR INFORMATION
Name of Contractor: Sysco Denver	
Authorized Representative's Signature:	296
Title: Marketing Associate	Date:1/24/2018

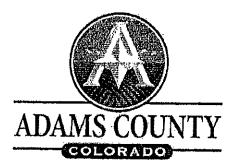
## ADAMS COUNTY RFP-HE-2018.308 NUTRITION FOOD SERVICES PRIME VENDOR(S)

Addendum One (1) is being issued to provided notices of the change to extend the due date for RFP-HE-2018-308.

The proposals receive date is changed from: Wednesday, January 17, 2018

to: Wednesday, January 24, 2018 at 4:00 p.m.

All other terms and conditions remains the same



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

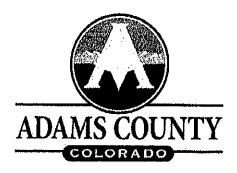
# REQUEST FOR PROPOSAL 2018.308 CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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.

Sysco Denver	
ContractorName	
Brock Bridges  Printed or Typed Name	
Printed or Typed Name	
Brock Builder	
Signature	
UP Human Resources	
Title	
1/24/18	
Date	

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

Doc#



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

# REQUEST FOR PROPOSAL 2018.308 CONTRACTOR'S STATEMENT

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

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

#### WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

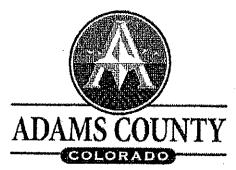
Addenda (list all):	RFP-HE-2018-308		
Sysco Denver		1/24/2018	
Contractor Name		Date	
295		Eric J Getz	
Signature <sup>(</sup>		Printed Name	
Marketing Associate			
Title			
5000 Beeler Street			<u> </u>
Address			
Denver, CO 80238		Denver	
City, State, Zip Code		County	

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

# Exhibit:

1. RFP 2018.308 Scope of Work

# EXHIBIT A



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

# REQUEST FOR PROPOSAL **COVER SHEET**

RFP Issue Date:

Thursday, December 28, 2017

RFP Number:

RFP-HE-2018-308

RFP Title:

**NUTRITION FOOD SERVICES PRIME** 

VENDOR(S)

RFP Questions Due:

Wednesday, January 3, 2018 by 2:00 p.m. (MST)

Proposal will be received until:

Wednesday, January 17, 2018, 4:00 pm (MST) 4430 South Adams County Parkway, Front Lobby

Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Human Services Department

For additional information please contact:

Heidi Ellis, Contract Specialist II

720-523-6053

Email Address:

hellis@adcogov.org

Documents included in this package:

Proposal Instructions

General Terms and Conditions

Scope of Work (SOW)/ Specifications

Pricing Form

Submission Check List

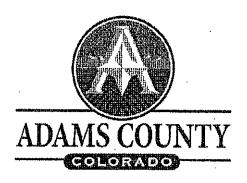
Statement of No Bid

Contractor's Certificate of Compliance Contractor's Statement (Signature)

Reference Form

Term of Acceptance Form

Appendix A - Sample Agreement



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

# REQUEST FOR PROPOSAL 2018.308 PROPOSAL INSTRUCTIONS

- 1. PURPOSE/BACKGROUND: Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual as the Prime Vendor to support the Nutrition Food Service Program for Adams County Head Start Department as outlined on the fee schedule. But not limited to other nutrition food products.
- 2. SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

## Mailing Address:

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

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018-308

#### Hand Deliveries accepted:

Adams County Government Center First Floor Central Lobby Receptionist 4430 South Adams County Parkway Brighton, CO 80601

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018-308

- 3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **Nutrition Food Services Prime Vendor(s)**.
- 4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <a href="http://www.bidnetdirect.com/colorado/solicitations/open-bids">http://www.bidnetdirect.com/colorado/solicitations/open-bids</a>
  - 4.1. Interested parties must register with this service to receive these documents.
- 5. TERM OF AGREEMENT: This is a one year agreement with the option of two one year renewals.
  - 5.1 OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods, provided, however, that such Contractor

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will maintain the same prices or discounts that were agreed to in the initial Agreement. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

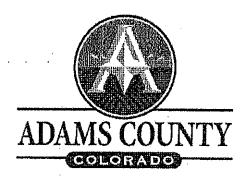
#### 6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 6.5 Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
- 7. PRE-PROPOSAL MEETING AND WALK-THROUGH: Not Applicable
- 8. **METHOD OF AWARD** It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

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- 8.1. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 8.2. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 8.6 Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, <a href="mailto:hellis@adcogov.org">hellis@adcogov.org</a>. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
- 9. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 10. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
- 11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
- 12. BUDGET: Budget will not be disclosed.
- 13.DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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

# REQUEST FOR PROPOSAL 2018-308 GENERAL TERMS AND CONDITIONS

1. APPLICABILITY: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

#### 2. CONTENTS OF PROPOSAL

- 2.1. GENERAL CONDITIONS: Contractors are required to submit their Proposals in accordance with the following expressed conditions:
  - 2.1.1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
  - 2.1.2 Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
  - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
- 3 Equal Opportunity: The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise, Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

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available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. Colorado Open Records Act: All documentation submitted in response to this solicitation 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"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

## 5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.
  - 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
  - 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
  - 5.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE, EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

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# 5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

- 5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
  - 5.2.2.1. Federal Identification Number: 20-1971780
  - 5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

#### 6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

### 7. PREPARATION AND SUBMISSION OF PROPOSAL

#### 7.1. PREPARATION

- 7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return

the original cover page of the Solicitation, its Proposal may be invalid.

and may not be considered.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.6. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

#### 7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7:2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response.

The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

### 8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: NUTRITION FOOD SERVICES PRIME VENDOR(S), RFP-HE-2018.308.
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals 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 Board of County Commissioners to close the County offices.

### 9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

### 9.2. WITHDRAWAL OF PROPOSALS

9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

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9.2.2 Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

### 10. REJECTION OF PROPOSALS

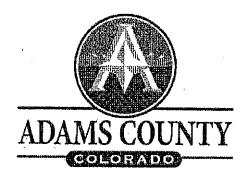
- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:
  - 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
  - 10.1.2. Re-advertise this Solicitation;
  - 10.1.3. Postpone or cancel the process;
  - 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
  - 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
  - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
  - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
  - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
  - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

### 11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.
- 13.AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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

# REQUEST FOR PROPOSAL 2018.308 SCOPE OF WORK

### I. INTRODUCTION

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization or individual as the Prime Vendor (s) to support the Nutrition Food Service Program for Adams County Head Start Department as outlined on the fee schedule. But not limited to other nutrition food products.

## II. REQUIRED DOCUMENTATION - Not Applicable

#### III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive. Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and THREE (3) HARDCOPIES, must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

- 1. Provide submittal without reference to Adams County logo or company logo.
- 2. Label cover of Original submittal
- 3. Submit proposal in a tab format
- 4. Table of Contents Include a clear identification of the material by section and by page number., i.e. Mandatory Requirements section, etc.

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- 5. Executive Summary The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
- 6. Profile of the Firm State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
  - a. Size of the Firm and size of local office (if applicable)
  - b. Location of the office, where the work on this engagement is to be performed
  - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
  - d. Number and nature of staff to be assigned to this project on a part-time basis.
  - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
  - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
- 7. Provide documentation that satisfies the Required Document requests.
- 8. Provide documentation that satisfies the criteria to be evaluated.

### IV. <u>Detailed Scope/Specification Requirements</u>

The mission of the County Nutrition Services is to provide a wide variety of healthy foods and culturally appropriate foods purchased at affordable prices that are used to prepare and serve nutritious meals to our enrolled children and their families in the County's Human Services Department Head Start program. The County participates in the Child and Adult Care Food Program (CACFP) in order to receive reimbursement for meals and snacks served to our enrolled children. In accordance with USDA memo SP 38-2017, we require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight, or volume, in food component of processed food products supplied to us.

The Contractor will provide a minimum of eighty (8%) percent of the required commercial food, except for the listed item below, the Contractor must agree to provide all products specified by the County Human Services Department, Head Start Program nutrition program.

List of Excluded Items:

Milk

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

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

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### V. Delivery Program

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

### Regular Delivery Program:

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

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

### Frozen & Refrigerated Food Items:

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

#### Frozen Foods:

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

#### Refrigerated Foods:

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

### Substitutions:

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

### Nutritional Information:

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

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

### **Product Specifications:**

- Refer to attached commercial food products list for all specifications and estimated quantities.
- Refer to the Instructions for Contractors for completion of the commercial food products, please complete all required columns for each product.
- All listed products MUST have a brand name or an approved equal. The term "Packer's Label" is not acceptable.
- If there is an instance of two or more types of the same product available at similar or equal cost, the County may request the potential Contractor to provide samples of the products in question in order to make a final product determination

### Special Orders:

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

### Food Quality:

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

#### VI. REPORTS

Contractor will provide monthly product purchase reports, and summary information at the end of each agreement term. The Contractor will be responsible for submitting and coordinating with the County all reporting formats, due dates, and content shall be required during the term of the awarded agreement.

### VII. INVOICE BILLING

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

#### VIII. REPORTS

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

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

#### IX. INVOICE BILLING

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

- X. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA) Section following this State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13. The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.
  - 1. **Definitions**. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below. **Grants**; **Contracts**;
    - 1.1.1. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
    - 1.1.2. Loans;
    - 1.1.3. Loan Guarantees;
    - 1.1.4. Subsidies:
    - 1.1.5. Insurance:
    - 1.1.6. Food commodities:
    - 1.1.7. Direct appropriations;
    - 1.1.8. Assessed and voluntary contributions; and
    - **1.1.9.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

#### Award does not include:

- 1.1.10. Technical assistance, which provides services in lieu of money;
- **1.1.11.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.12. Any award classified for security purposes; or
- **1.1.13.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
- 1.3. Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 1.4. Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet' website may be found at: <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>.
- 1.5 "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
  - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

A foreign public entity;

- 1.5.2. A domestic or foreign non-profit organization;
- 1.5.3. A domestic or foreign for-profit organization; and
- 1.5.4. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- **1.6.** "Executive" means an officer, managing partner or any other employee in a management position.
- **1.7**. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- **1.9.** "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
- 1.12. Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

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

- 3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
  - 3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
- **4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - **4.1**. The total Federal funding authorized to date under this award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, Contractor received:
    - **4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or subawards subject to the Transparency Act; and
    - **4.2.2**. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or subawards subject to the Transparency Act; and
  - 4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- 5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <a href="http://www.colorado.gov/dpa/dfp/sco/FFATA.htm">http://www.colorado.gov/dpa/dfp/sco/FFATA.htm</a>.

- 6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently deobligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.
  - 7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1 Subrecipient DUNS Number;
    - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
    - 7.1.3 Subrecipient Parent DUNS Number;
    - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    - 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;

and

- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.
- 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
  - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
  - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

### 8. Exemptions.

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

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