

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: 1/18-1/19 2012

Division: CAD

Bulk Item: Yes  No

Department: Social Services/Nutrition

Staff Contact / Phone #: Ellen Caron X4522

*Ellen Caron*

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**AGENDA ITEM WORDING:**

Request award of bid and approval of food service contract between Monroe County and G.A. Food Service, Inc. Initial contract period will be March 1 – December 31, 2012, with the option to renew for two consecutive years through contract amendment beginning January 1, 2013.

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**ITEM BACKGROUND:**

This contract provides for the service of frozen, fresh, and shelf stable meals for clients of the Monroe County Congregate and Home Delivered Meal Programs as well as for residents of Bayshore Manor.

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**PREVIOUS RELEVANT BOCC ACTION:** Approval on December 14, 2011 of the extension of the current contract with GA Food Service, Inc. until February 29, 2012.

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**CONTRACT/AGREEMENT CHANGES:**

The cost of each meal increases from \$3.41 to \$3.48 plus the cost of milk and supplies as listed on the Monroe County Supply Order Sheet.

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**STAFF RECOMMENDATIONS: Approval**

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**TOTAL COST:** \$17,000/month **INDIRECT COST:** \_\_\_\_\_ **BUDGETED:** Yes  No

**DIFFERENTIAL OF LOCAL PREFERENCE:** \_\_\_\_\_

**COST TO COUNTY:** \$1500/month Bayshore **SOURCE OF FUNDS:** General Revenue/Bayshore Grant Funded/In-Kind Match – Nutrition Program Older Americans Act

**REVENUE PRODUCING:** Yes  No  **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty. *[Signature]* OMB/Purchasing *[Signature]* Risk Management *[Signature]*

**DOCUMENTATION:** Included  Not Required

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_



**CONTRACT (AGREEMENT)**  
**FOR FOOD SERVICE**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of January, 2012, by and between MONROE COUNTY, a political subdivision of the State of Florida, 1100 Simonton Street, Key West, FL. 33040 (hereinafter called "County"), and G.A. Food Service, Inc, a Florida corporation whose address is 12200 32<sup>nd</sup> Court North, St. Petersburg, Florida (hereinafter called "Contractor")

**WITNESSETH:**

WHEREAS, County desires to utilize the food preparation facilities and delivery systems of the Contractor for the purpose of providing meals for senior citizens participating in the Older Americans Act Title III-C Nutrition Program (hereinafter called "Program") and for residents of Bayshore Manor; and

WHEREAS, Contractor desires and is qualified to provide the meals and services needed by County for the Program;

NOW , THEREFORE, the parties agree as follows:

**1. THE CONTRACT**

The contract between the County and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

**2. THE CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, the specifications, all change orders and/or substitutions, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the Contractor's bid proposal dated December 12, 2011 and all required insurance documentation.

**3. SCOPE OF THE WORK**

The Contractor shall provide all necessary supplies and equipment required and perform all of the work and services described in the Request for Bids entitled:

**FOOD SERVICES AND MEAL CATERING FOR  
MONROE COUNTY NUTRITION PROGRAM AND BAYSHORE MANOR**

which shall include

- A. Providing meals according to the specifications which are attached hereto and incorporated by reference. The Contractor may, upon request of the County, make substitution for the items on the regular menu, according to the terms specified herein. The number of meals shall not exceed 50% above the maximum estimated number. If the County desires additional meals over and above the 50%, County shall notify Contractor in advance.
- B. Providing individual service site orders no later than Friday two weeks prior to the delivery date.

- C. Deliveries of frozen meals will be made to each designated meal site weekly. County shall notify contractor if the sites change.
- D. Delivery schedule will be subject to the holidays of the County and the Program shall notify Contractor of the dates.
- E. Contractor shall train County's staff on any new equipment or special handling of meals necessitated because of packaging or other requirements.

**4. THE CONTRACT AMOUNT**

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

    \$3.48     per meal for all meals; and  
the dollar amount for milk and supplies as indicated in the Supply List.

**5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS**

- A. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the description of the meals to be provided and the service to be provided. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.
- B. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

**6. TERM OF CONTRACT/RENEWAL**

- A. This contract shall be for a period of nine (9) months, commencing March 1, 2012, and terminating December 31, 2012.
- B. The County shall have the option to renew this agreement with 30 days notice to contractor prior to the end of the term. This option may be exercised twice for one-year terms.
- C. The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics for the previous year using the month of October closest to the renewal date.

**7. HOLD HARMLESS**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions, or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty, or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by,

any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Contractor's, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the terms of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**8. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

**9. ASSURANCE AGAINST DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

**10. ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

**11. COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

**12. INSURANCE**

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company. Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

**A. General Liability – include as a minimum:**

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

**B. Vehicle Liability – include as a minimum:**

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$100,000 Combined Single Limit.

If split limits are provided, the minimum limits acceptable shall be: \$50,000 per Person; \$100,000 per Occurrence; and \$25,000 Property Damage.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

**C. Workers Compensation – limits sufficient to respond to Florida Statute 440.**

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee  
All coverages shall be provided.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

**13. PROFESSIONAL RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The Contractor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

**14. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
County Administrator  
Gato Building  
1100 Simonton Street  
Key West, Fl 33040

FOR CONTRACTOR  
\_G.A. Food Service, Inc.\_\_\_\_\_  
\_12200 32<sup>nd</sup> Court North\_\_\_\_\_  
\_St. Petersburg, FL. 33716\_\_\_\_\_  
\_\_\_\_\_

**and**

Sheryl Graham, Director  
Monroe County Social Services  
1100 Simonton Street  
Key West, FL 33040

**15. CANCELLATION**

- A) In the event that the contractor shall be found to be negligent or deficient in any aspect of operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five (5) days written notification to the Contractor.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.

**16. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**17. RECORDKEEPING**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. All such documents shall be retained for a period of 5 years. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

**18. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**19. ATTORNEY'S FEES AND COSTS**

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**20. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

**21. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**22. CLAIMS FOR FEDERAL OR STATE AID**

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of Paragraph 15 concerning cancellation.

**24. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**25. NONDISCRIMINATION**

County and Contractor agree that there shall be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8)

Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of , this Agreement.

**26. COVENANT OF NO INTEREST**

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**27. CODE OF ETHICS**

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**28. NO SOLICITATION/PAYMENT**

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**29. PUBLIC ACCESS**

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

**30. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**31. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

**32. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**33. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**34. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

**35. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original all of which taken together shall constitute one and the same instrument. Any of the parties hereto may execute this Agreement by signing such counterpart.

**37. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**38. CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners and the obtaining of grant funding for the Program.

**39. BILLING AND PAYMENT**

The Contractor shall render to the County an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required. The County shall only reimburse, subject to the funded amounts, those reimbursable expenses which are reviewed and approved as complying with this agreement. The Contractor's final invoice must be received within 30 days after the termination date of this contract. The original invoice shall be sent to: Monroe County Nutrition Program, 1100 Simonton Street, Key West, Fl. 33040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)

Attest/Witness

CONTRACTOR

By: \_\_\_\_\_

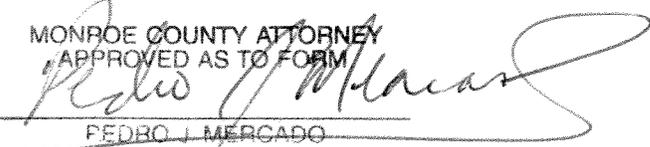
By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date \_\_\_\_\_ 12/27/11

Monroe County  
Supply Order Sheet Effective

Site: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Quantity	Cost	Code	Item Description
	\$132.00	D114A	Reg. Coffee, 160/CS*
	\$129.00	D115A	Decaf. Coffee, 160/CS*
	\$2.70	D800	Tea Bags, 1C BG/BX
	\$20.10	D820	Instant Tea, 50 3OZ BG/CS
	\$9.50	F170	French, 200/CS
	\$9.70	F180	Italian, 200/CS
	\$11.10	F240	Ketchup, 500/CS
	\$9.35	F250	Mayo, 200 /CS
	\$9.55	F259	Relish, 200/case
	\$8.00	F260	Mustard, 500/CS
	\$10.05	F290	Pepper, 3000/BG
	\$5.90	F300	Salt, 3000/BG
	\$21.85	F310	Sweetener, 3 M/CS
	\$14.90	F320	Sugar, 2 M/CS
	\$7.50	F340	Tartar, 2 C/CS
	\$12.75	K030	Paper Bags, 5 C/BD
	\$13.80	K060	Poly Bag (T Sack), 900/CS
	\$6.50	K090	Poly (Sandwich) Bags, 2M/BX
	\$18.90	K200	8 oz Cups, 1M/CS
	\$5.80	K380	Gloves 100/pack
	\$3.05	K400	White Hair Covers 100/pack
	\$21.25	K435A	4/1 Kit (Plastic ware 250/box)
	\$28.00	K580	Can Liner, 250 EA/CS
	<b>\$6.10</b>	<b>K610</b>	<b>Napkins, 1 PACK contains 375</b>
	\$18.50	K660	6" Plates, 1M/CS
	\$16.25	K690	Placemats, 1M/CS
	\$1.95	K740	Straws, 5C/BX
	<b>\$2.10</b>	<b>K800</b>	<b>Handi Wipes, 150/box</b>
	\$3.60	L010	Bleach, 1 GL
	\$2.85	L360	Detergent, 1 QT
	\$ .25	G290B	8 oz Low Fat Milk (1/2 pints) Price is per 1/2 pt
	\$14.15	D202	SS MILK, UHT, 27/CS
	\$10.40	F182	Lemon Juice, 200/Carton
	\$11.00	F400	Saltines, 500/CS
	\$7.35	K410	Overseas Hat, 100/CS
	\$41.25	K010	Apron, 100/BX X 10
	<b>\$17.85</b>	<b>G255</b>	<b>Oleo, 1,080/CS (PATS)</b>

\*The Prices on coffee are only good for 90 days from 3.1.2012 - SKU's and Quantity of Packs can change due to the supplier .

**EFFECTIVE MARCH 1, 2012**

**AMENDMENT TO EXTEND AGREEMENT  
Monroe County Nutrition Program**

This Amendment to Extend Agreement ("Extension") is entered into this \_\_\_\_ day of December, 2011 by and between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida hereinafter called the County, and GA Food Service, Inc., a Florida corporation whose mailing address is 12200 32<sup>nd</sup> Court North, St. Petersburg, Florida, hereinafter called the Contractor.

WITNESSETH

WHEREAS, the parties entered into an agreement dated May 20, 2009, for provision of meals for the Monroe County Nutrition Program Congregate and Home Delivered Meals program operated by the County; and

WHEREAS, the agreement expires on December 31, 2011, pursuant to an amendment to the agreement dated January 19, 2011; and

WHEREAS, the parties desire to extend the agreement for an additional two (2) months;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Extension and in the original agreement, the parties agree as follows:

1. Contractor shall continue to provide meals pursuant to the agreement dated May 20, 2009 and any amendments thereto until February 29, 2012.
2. County shall continue to pay Contractor under the terms and for the amounts currently in effect.
3. All other terms and conditions of the contract dated May 20, 2009, shall remain in full force and effect.

SEAL  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

SEAL  
Attest:

GA FOOD SERVICE, INC.

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President