LOC/jlm
6/18/15
Item No. 4

AN ORDINANCE 2015-06-18-0523

AUTHORIZING A ONE-YEAR CONTRACT WITH SELRICO SERVICES, INC. TO PROVIDE THE DEPARTMENT OF HUMAN SERVICES WITH MEAL PREPARATION AND DELIVERY SERVICES FOR THE SENIOR NUTRITION PROGRAM FOR AN ESTIMATED ANNUAL COST OF $3,500,000.00, FUNDED WITH THE SENIOR NUTRITION PROGRAM GRANT AND THE GENERAL FUND.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with meal preparation and delivery services for the Senior Nutrition Program; and

WHEREAS, three responses were received and evaluated; and

WHEREAS, the proposals from Valley Services was deemed nonresponsive for failing to meet the SBEDA requirements; and

WHEREAS, two remaining proposals were evaluated and scored; and

WHEREAS, staff recommends Selrico Services, Inc. for award of this contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The proposal submitted by Selrico Services, Inc. to provide the City with meal preparation and delivery services for the Senior Nutrition Program is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Funding for this ordinance in the amount of $3,500,000.00 is contingent upon approval of the Fiscal Year 2016 Budget per the table below.

Amount	General Ledger	Cost Center	Internal Order	Fund
$2,652,780.00	5304010		TBD	2601138018
$847,220.00	5304010	TBD		11001000
Total Amt. $3,500,000.00				

SECTION 3. If approved by council, payment not to exceed the budgeted amount is authorized to Selrico Services, Inc. and should be encumbered with a purchase order. Future funding through the renewal terms of this contract are contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**4 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a one-year contract with Selrico Services, Inc. to provide the Department of Human Services with meal preparation and delivery services for the Senior Nutrition Program for an estimated annual cost of $3,500,000.00, funded with the Senior Nutrition Program grant and the general fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

RFCSP - Meal Preparation for Senior Nutrition Program (DHS) RFx 6100005392	Maximum Points	Selrico Services Inc. 717 W. Ashby Place, San Antonio, Texas 78212	True Flavors LLC 1715 N. Trinity San Antonio, Texas 78201
A - Experience, Background, Qualifications	30	28.50	14.00
B - Proposed Plan	20	19.50	11.17
B - Taste Test	10	7.83	7.92
A - B SUB-TOTAL	60	**55.83**	**33.08**
C - Price Schedule	25	24.76	23.11
D - SBEDA - SBE Prime Contract Program	15	15.00	15.00
C - D SUB-TOTAL	40	**39.76**	**38.11**
TOTAL SCORE	100	**95.59**	**71.19**
RANK BASED ON TOTAL SCORE		**1.00**	**2.00**

EXHIBIT I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100005392, RFCSP 15-013

ANNUAL CONTRACT FOR MEAL PREPARATION SERVICES FOR SENIOR NUTRITION PROGRAM
Date Issued: FRIDAY, JANUARY 23, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, CENTRAL TIME, MONDAY MARCH 2 ~~FEBRUARY 23~~, 2015

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR MEAL PREPARATION SERVICES FOR SENIOR NUTRITION PROGRAM"

Proposal Due Date: 2:00 p.m., CENTRAL TIME, MONDAY, MARCH 2 ~~FEBRUARY 23~~, 2015

RFCSP No.: 6100005392, 15-013

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements:

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES
* If YES, the Pre-Submittal Conference will be held on THURSDAY, JANUARY 29, 2014 at 10:00 am, CT at 111 Soledad, 11th Floor Large Conference Room, San Antonio, Texas 78205. Conference Call Option: Local Access: 210-207-8000 or Toll-Free: 855-850-2672; Meeting ID: 9562

Staff Contact Person: Jackie Mendez, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966. Email: JACKIE.MENDEZ@SANANTONIO.GOV
SBEDA Contact Information: Diane Nicho, Economic Development Specialist, Email: diane.nicho@sanantonio.gov

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, and eight copies of the of the proposal and one on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

City shall not be responsible for lost or misdirected proposals or modifications.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before Monday, February 16, 2015. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be

distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one original, signed in ink, eight copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

STATE OR LOCAL HEALTH CERTIFICATION: Submit a copy of the Bidder's current State or local Health certificate for the food preparation facilities.

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as **Attachment A – Part One – General Information Form**.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as **Attachment A – Part Two – Experience, Background & Qualifications.**

PROPOSED PLAN. Use the Form found in this RFCSP as **Attachment A – Part Three – Proposed Plan**.

TASTE TEST PRICE SCHEDULE is found in this RFCSP as **Attachment B – Taste Test Menu and Price Schedule**.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP **Attachment C – Discretionary Contracts Disclosure Form** which is posted separately or Respondent may download a copy at: https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as **Attachment D – Litigation Disclosure Form**. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as **Attachment E – Small Business Economic Development Advocacy (SBEDA) Program**.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) FORM(S). Complete, sign and submit any and all VOSB forms(s), found in this RFCSP as **Attachment F – Veteran-Owned Small Business Preference Program (VOSB)**.

SUPPLEMENTAL INFORMATION RELATED TO THE CONFLICT OF INTEREST FORMS(S). Complete, sign and submit any and all Conflict of Interest form(s) found in this RFCSP as **Attachment G – Supplemental Information Related to the Conflict of Interest Forms.**

PROPOSAL BOND. Submit proposal bond in the amount $5,000.00 ~~$ 1,000,000~~. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date and time in accordance with the instructions for submission of hard copy proposals.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of its current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

SIGNATURE PAGE. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PRICE SCHEDULE. Complete and submit the Price Schedule found in this RFCSP as **Attachment I – Price Schedule.**

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as **Attachment M – Proposal Checklist.**

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan and "Taste Test for Finalist" (30 points)

Price (25 points)

Small Business Economic Development Advocacy Program (SBEDA) (15 points)
Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

~~**Taste Test:**~~
Finalist Evaluations

1. ~~Bidders will be invited for a taste test & presentation.~~ On the basis of a preliminary evaluation using the scoring criteria set forth above, bidders may be short listed and invited for a finalist taste test & presentation. The Proposed Plan shall be re-scored to incorporate the results of the taste test. Points for the Proposed Plan shall equal 30; 20 for plan and 10 for the Taste Test.

2. ~~Bidders~~ Finalists will be instructed to prepare, deliver and serve ~~a minimum of 30 and~~ a maximum of 90 pre-packaged meals. Meals must match the menu listed in **RFSCP Attachment B** – Taste Test Menu and Price Schedule. Note: Meals must be prepared and provided in accordance with the Scope of Service listed in the RFCSP and attachments (**RFCSP Attachment K** – Texas Department of Aging and

Disability Services (DADS) – Program Instruction and **RFCSP Attachment L** – Texas Department of Aging and Disability Services (DADS) – Technical Assistance Memorandum).

3. ~~Bidders~~ Finalists must provide the samples at the time, date and location to be determined and specified by the City. Bidders will be provided with not less than five (5) days notice of the date and time that sample meals must be served.

4. ~~Bidders~~ Finalists are to dress in non-identifying clothing on the day of their scheduled taste test & presentation, and package meals in non-identifying containers.

5. Payment: Bidders shall receive reimbursement by the City in the amount indicated on **RFCSP Attachment B** – Taste Test Menu and Price Schedule. Invoices for sample meals may be billed to the City of San Antonio with a net thirty (30) day payment term. The terms and conditions stated herein as they apply to the sample meals shall be controlling. Respondents shall not add other terms by invoice or other means. Any added terms shall be null and void.

SCHEDULE OF EVENTS

The following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release Date:	Friday, January 23, 2015
Pre-Submittal Conference:	Thursday, January 29, 2015
Final Questions Accepted:	Monday, February 16, 2015
Proposal Due Date:	Monday, March 2 ~~February 23~~, 2015
Taste Test:	Tentative ~~Monday, March 16, 2015~~

004- SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio Department of Human Services is seeking qualified Bidders interested in furnishing and providing pre-packaged unitized meals to be served to seniors participating in the City's Senior Nutrition Program. Food services shall include daily preparation and delivery of hot and cold lunches to approximately 2,800 seniors at 63 sites, including, but not limited to: community centers, churches, apartment complexes and various other independent organizations located within Bexar County, Texas.

The intent of the Senior Nutrition Program is to reduce hunger and food insecurity among older individuals, in addition to promoting socialization, health and well-being, and delay adverse health conditions of older individuals. The Senior Nutrition Program is operated by the City of San Antonio (City), Department of Human Services (DHS) and funded by City's General Fund and federal grants.

A. General Requirements

1. The Contractor shall be responsible for supplying all labor, materials and equipment necessary for the proper execution and completion of the work, and shall perform all services, as stated in the scope of services or reasonably implied therefrom and in accordance with contract documents.

2. Contractor shall provide full time supervision and properly skilled staff to perform the work required under this RFCSP. Unless specified to the contrary, all materials used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.

3. The City reserved the right to cancel this contract if the funding to support the Senior Nutrition Program is withdrawn. It is further understood that, in the event of cancellation of the contract, the City shall only be responsible for meals that have already been assembled and delivered in accordance with the contract. Respondent shall be entitled to no other damages.

4. Deliveries will be made during operating hours as specified in Scope of Work/Project Requirements. All deliveries will be made with no delivery charge, fuel fees or service fees.

5. The City of San Antonio will periodically, and without announcement, audit deliveries and meal preparation to ensure compliance with bid specifications

B. Minimum Qualifications

1. To be qualified, providing and delivering meals must be a primary line of business for the respondent. Additionally, qualified respondents must have current meal preparation and delivery service experience similar to the Senior Nutrition Program as described herein. City shall be the sole judge as to whether Respondent's experience is sufficiently similar to be responsive.

2. Respondent must currently have a permanent place of business located within Bexar County, Texas.

3. Respondent must have been in business for a minimum of three (3) years and employ qualified personnel to ensure vendor performance in accordance with all outlined requirements.

4. Respondent must hold a current State and/or local health certificate for their food preparation facility/facilities.

C. Contractor Responsibilities

1. Contractor must meet State and Local Health Department Inspections and licenses required to prepare and distribute/vend food to the public.

2. Contractor shall furnish all inspection reports within 10 business days, after inspection, to the City.

3. Meals shall be served during operating hours which typically are Monday through Friday. The City reserves the right to add and change serving hours and/or days as necessary to meet ongoing program changes. Lunch is served at all Senior Nutrition Program sites no earlier than 10:00 a.m. Refer to **RFCSP Attachment J** – Site Locations and Serving Hours.

4. Contractor shall prepare approximately 700,000 meals annually and deliver the meals to 63 sites, including, but not limited to: community centers, churches, apartment complexes and various other independent organizations located within Bexar County, Texas. The City reserves the right to change, increase or decrease the number of sites. Such changes will be done in writing with 30 calendar days notice.

5. Contractor shall document the number of meals delivered to each site and include the drop off temperature of each meal. The reports shall be submitted to the City upon request or by the 10th day of the following month.

6. Contractor shall coordinate with the City staff to write and maintain monthly menus. City will provide meal reservations on a weekly basis according to the Contractor's current reservation system. City will identify the type and number of meals to be ordered.

    a. On occasion, an unplanned event may make it impossible to serve meals ordered using the reservation system. On such occasions, delivery site, meal types and/or number of meals may be changed by City within 24 hour notice, without additional cost to City.

    b. Emergency site closures – in the event of an emergency and a site is not available to serve, the City will provide immediate notice to the Contractor and designate an alternate site and/or alternate meal type. Contractor shall accommodate this requirement without additional cost to City.

7. Contractor shall provide warmers for various sites as directed by the City at no additional cost. The warmers provided by the contractor shall remain property of the Contractor and shall be removed within 10 days of contract expiration or termination. Contractor is responsible for all maintenance and repair of the warmer at no additional cost to the City.

8. The City reserves the right to pick up meals from the Contractor's kitchen on an as needed emergency basis.

9. Contractor shall prepare all meals at a facility located in Bexar County, Texas. The facility shall be a sufficient size to prepare an estimated 700,000 meals annually. Contractor's facility shall meet all Federal, State and Local standards.

10. Contractor shall train City staff regarding equipment usage and meal heating and serving preparation.

11. Contractor shall attend meetings regarding the Senior Nutrition Program as needed. These meetings will be held with City staff and program participants to evaluate the quality of meals and participant satisfaction.

12. Contractor shall submit standardized recipes for approval by the City's Nutritionist prior to use. The City's Nutritionist shall provide a written confirmation of the recipes prior to menu creation.

13. Contractor shall prepare and deliver one spare pre-packaged meal, ("Test Kit"), per site. The Test Kit will be used to test food temperatures. Test Kits are temperature tested upon arrival and again at mealtime. Contractor is responsible for recording the temperature at time of delivery. City is responsible for maintaining and recording the temperature for mealtime.

14. If the Contractor fails to provide all, or part, of the meal(s) within the established time frame, and after such notice as is provided herein, said failure is still continuing, City may purchase food for meals, or actual, prepared meals, on the open market. In said event, Contractor shall pay City the difference between the price that City would have paid had Contractor performed, and the price that City actually pays to provide said meal(s) or part thereof ("Reimbursement Funds"). Parties recognize City may have to provide a meal that is different than the menu set for that day. City may withhold the Reimbursement Funds from any sums due or to become due to the Contractor under the contract, or may invoice Contractor for same. If invoiced, Contractor shall have 30 calendar days' to pay said invoice. In addition, repeated failure to perform may be grounds for terminating the contract. Nothing herein shall be construed as limiting in any manner, City's ability to make a claim on the performance bond herein, or limit any other remedies City many have for Contractor's failure to perform.

15. Contractor shall maintain in a frozen meal, for at least seven (7) calendar days, a daily sample of each food item for potential lab testing of food borne illness. Contractor shall label each food sample with the name of the food item and date prepared.

D. Pricing

1. All unit costs per meal/item must include all related costs, including but not limited to product, staff, delivery, equipment, supplies and storage.

E. Food Specifications

1. ALL FOOD AND SERVICES PROVIDED SHALL ADHEAR TO THE FOLLOWING SPECIFICATIONS, unless alternately identified herein:
   a. **RFCSP Attachment K** – Texas Department of Aging and Disability Services (DADS) – Program Instruction

   b. **RFCSP Attachment L** – Texas Department of Aging and Disability Services (DADS) Technical Assistance Memorandum

2. All meals in the menu cycle must meet the food specifications and quality standards set forth herein and in Attachments 1 and 2. All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be fresh, lean, free from gristle and peppercorns, sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meat must not be discolored.

3. **Beverages**: Milk and juice shall conform to the specifications listed in **RFCSP Attachment K** – Texas Department of Aging and Disability Services (DADS) – Program Instruction. Beverage container shall be easy to open for Senior Nutrition Program participants. Beverage shall not be frozen upon delivery and shall be ready to consume.

4. All food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption.

5. As per the program regulations, the Contractor shall provide and implement a plan that achieves a weekly sodium content average of no more that 1,000 mg of sodium by 2018.

6. Contractor shall be responsible for preparation and delivery of the following meals:
   a. **Daily Meals**
      i. **Hot / Cold Meals** – these meals are sealed pre-packaged meals.

      ii. **Frozen Meals** – these meals are the daily hot lunch as outlined on the menu; however, they are delivered in a frozen state as per the State and Local health regulations.

      iii. **Sack Lunches** – these meals are typically sandwiches and sides which do not require cold/warm storage.

      iv. **Holiday Meals –** these meals are Hot Meals (listed as a. Hot/ Cold Meals above) with a specific menu that will be served, a dessert and holiday condiments (i.e. cranberry sauce, gravy, stuffing, etc.) shall be available.

   b. **Shelf Stable Meals** – these meals are prepackaged, do not require refrigeration and are nonperishable items.

   c. **Special Functions** – these meals are bulk meals and party trays, these meals may be prepared at the Contractor's kitchen or on the City designated site. These meals will be served by the Contractor's staff.

7. Contractor shall prepare and deliver special diet and/or therapeutic meals, as needed for participants with special dietary needs. Such meals include, but are not limited to: puree, vegetarian, lactose free, diabetic, etc. Approximately 60 special diet meals are served daily and will be identified when ordering.

8. Contractor shall provide prepackaged utensils for all meals, delivered at the time or meal delivery, which shall contain the following:
   a. Fork
   b. Spoon

c. Knife
d. Napkin
e. No salt or pepper

9. Contractor shall provide all condiments and bread necessary for each meal.

10. Contractor shall not use salt in preparation of the meals; other herbs can be utilized as a substitute.

11. Contractor shall label each delivery warming unit:
    a. Site Name
    b. Count of each meal option

12. Contractor shall label each meal with the following:
    a. Meal Option (i.e. A, B, or Special Diet Meal (to include the special diet with Participant's Name)
    b. Hot and Frozen Meals shall include a label indentifying reheating, storage, refrigeration instructions and the telephone number of the Senior Nutrition Program.

F. Packaging

1. Each Hot / Cold and Frozen Meal must be individually unitized to ensure proper distribution to program participants.

2. Sack Lunch items must be single serving packages and delivered in amounts required.

3. Individual meals delivered in unit packs must be delivered and stored in containers sufficient to maintain the required temperature until service time.

4. Containers should be adequately sealed to prevent seeping or leaking of any kind.

5. Containers should be able to hold ice and contain any liquid caused by melting. Containers that allow sweating and leaking to occur are considered sub-standard and unacceptable.

Approved packaging for unitized meals

a. Meal shall be packaged in individual meal unit with seal-able lids. Meal units may be heat sealed; however, heat sealing is not a requirement.

b. Packaging shall be of fiber or recyclable plastic containers, wrapped and sealed to prevent crushing or leaking of food onto other food within the container or leakage within the individual food containers.

c. Containers must maintain required temperature until serving time.

d. Other packaging may be used, only upon written approval by the City. (Approval is required prior to use. Only the City may authorize a waiver from this requirement).

e. The transport of all cold or hot products must be, at a minimum, in thermo-insulated containers (i.e. – ice chests or warmers) which have proven to maintain the required temperature efficiently, as well as reduce sweating and leakage.

f. As per program requirement, food temperatures shall be maintained at the following:

    i. Hot: 141 degrees Fahrenheit or higher
    ii. Cold: 41 degrees Fahrenheit or lower

All hot meals must be in a sectioned container, with the other meal components, which can be sealed to ensure proper sanitation. All meal entrée components (lunch) must be packaged into one container (i.e. – entrée and vegetable(s)). Fresh fruit and bread may be packaged and served individually.

G. Delivery Requirements

1. Contractor must ensure that, during time of meal preparation, interim storage, transporting, and delivering to site, the maximum and minimum required temperatures are maintained as per the program requirements outlined herein.
2. Meal units must leave the Contractor site in containers that will hold the proper temperature for a four (4) hour window.

3. The Contractor must maintain a log documenting the time of departure and meal temperature at time of departure from the Contractors facility.

4. Contractor must have proper transportation to support the time and delivery schedule.

5. The Contractor's driver must remain at the delivery site(s) until meals have been inspected by designated City personnel.

6. Upon food inspection of meals, if meals are burnt, raw, in damaged packaging or do not meet the temperature requirement they will not be accepted and the City of San Antonio will not be charged.
    a. When the City determines that there is a missing meal item or unacceptable meal item (including, but not limited to, burned food or raw food that should have been cooked), City staff shall, within a reasonable period of time, notify the Contractor of the missing or unacceptable meal item. Contractor shall immediately prepare and deliver the missing or unacceptable item to the Senior Nutrition Program site indicated by City staff. Contractor shall provide or replace missing or unacceptable item prior to serving time on the day the meal is to be served. If the missing or unacceptable item is part of a sealed meal, Contractor must replace the entire sealed meal. City will not reimburse Contractor for the sealed meal from which an item was missing or unacceptable. City will reimburse Contractor for the replacement meal. The acceptable portions of the meals already delivered will not be returned to the Contractor.

    b. In the case where site staff ordered additional portions of food that they already had in their possession, and/or due to staff errors food becomes damaged or spoiled causing necessitation of additional portions, City shall reimburse the Contractor a flat delivery charge per site as assessed by the contractor up to a maximum of $30.00, plus the full rate for the meal.

H. Criminal Background Checks

1. At its own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees, staff and/or subcontractors responsible for performing contractual services hereunder prior to beginning work. Contractor employees must not have had any criminal convictions within the past three (3) years for a felony or crime of moral turpitude. Contractor is required to maintain the proof of background checks.

2. Contractor shall provide proof that all personnel assigned to perform work hereunder have had a criminal background check prior to their assignment. The proof shall be provided to the Finance Department, Purchasing Division upon request.

3. Contractor shall remove an employee, staff member and/or subcontractor from service under this contract should Contractor become aware that the employee, staff member and/or subcontractor has been convicted of a crime as described above.

4. Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available to City as stated in that section.

I. Reporting Requirements

1. Contractor shall provide the City with a single Point of Contact for issues resolution who shall be available within 15 minutes of receipt of a call during business hours, 8:00am to 2:00pm. Contractor shall provide a direct line telephone number where the Point of Contact may be reached.

2. Contractor shall provide weekly production sheets to the City's Nutritionist. Production sheets shall document the number of meals prepared for each site during the previous week.

3. At such times and in such form as may be required, Contractor shall furnish such statements, records, data, and information and permit such interviews with the City or the Alamo Area Council of Governments (AACOG) personnel pertaining to the matters covered by this contract, as City or AACOG deems necessary.

4. Records retention: Contractor and its authorized subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making experts or copies of the same by the City and of its authorized representatives. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the documents until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that the City shall have access to any and all such documents at any and all times, as deemed necessary by the City, during said retention period.

5. Contractor shall submit to the City's Department of Human Services such reports as may be required by *AACOG* or the City.

6. Contractor shall provide the City of San Antonio, AACOG, Administration on Aging (AoA), the U.S. Department of Agriculture (USDA), the Comptroller General of the United States, and the State of Texas, through any authorized representative, access to and the right to examine all facilities, equipment, operations, records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or any renewal hereof.

7. The City reserves the right to make random inspection of the work performed to determine whether the requirements of the contract are met. The contractor shall be notified, verbally and in writing, of the results of the inspections. If the random inspections find that the Contractor is not meeting the requirements of the contract, the Contractor shall correct the deficiencies before any payment is made.

J. APPLICABLE LAWS AND REGULATIONS

1. All of the work performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, and rules and regulations of the City of San Antonio and County of Bexar.

2. Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City and that it shall, therefore, comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the City. This section shall also incorporate and the Vendor agrees to abide by any and all future amendments or additions to such rules and regulations as they may be promulgated.

3. Contractor shall adhere to City of San Antonio policies and procedures, related to the Comprehensive Nutrition Program as they now exist or as they may subsequently be adopted, in all respects.

4. Contractor shall adhere to AACOG Comprehensive Nutrition Program policies and procedures, as they now exist or as they may subsequently be adopted, in all respects.

5. Contractor providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and -other standards prescribed in law or regulations. Such requirement shall also be passed to all sub-contractor/sub-vendors and subgrantees in the fulfillment of this contract. Contractor assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

6. Contractor certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions, which are incorporated herein by reference:
    i. Titles VI and VII of the Civil Rights Act of 1964, as amended;
    ii. Section 504 of the Rehabilitation Act of 1973, as amended;
    iii. The Age Discrimination Act of 1975, as amended;
    iv. Title IX of the Education Amendments of 1972, as amended; and

v. All applicable regulations implementing those laws.

7. Contractor certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject Contractor to suspension of payments, termination of Contract, and debarment and suspension actions. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program. Contractor certifies that any and all subcontractors hired during the contract period will not be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

8. Contractor certifies that neither it, nor its principals, nor any subcontractors used in the performance of this contract, are presently debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Contractor shall include a clause similar to this clause in all subcontracts for the performance of work hereunder.

9. Contractor certifies that it shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

10. Contractor shall comply with any and all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2015, whichever shall occur later. This contract shall terminate on September 30, 2016.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for FOUR additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

All Or None Bid.

City of San Antonio will make award to one respondent only.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Annual Contract for Meal Preparation Services for Senior Nutrition Program" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Bid Bond

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $5,000.00. The Bid Bond shall be valid for 180 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of $1,000,000. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Part One – General Information
Attachment A – Part Two – Experience, Background, Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Taste Test Menu and Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – SBEDA Language and Utilization (posted as separate documents)

Attachment F – VOSB Forms (posted as separate documents)
Attachment G – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment H – Non-Discrimination
Attachment I – Price Schedule (posted as separate documents)
Attachment J – Site Locations and Serving Hours (posted as separate documents)
Attachment K – Texas Department of Aging and Disability Services (DADS) – Program Instruction (posted as separate documents)
Attachment L – Texas Department of Aging and Disability Services (DADS) Technical Assistance Memorandum (posted as separate documents)
Attachment M – Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy

the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information
Please Print or Type

Vendor ID No.	V1000355
Signer's Name	John R Aleman
Name of Business	Selrico Services, Inc
Street Address	717 W Ashby Place
City, State, Zip Code	San Antonio, TX 78212
Email Address	RickA@selricoservices.com
Telephone No.	(210)737-8220
Fax No.	(210)737-7994
City's Solicitation No.	6100005392, RFCSP 15-013

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term "offer" is synonymous with the terms "bid" and "proposal".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term "proposal" is synonymous with the terms "offer" and "bid".

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

009 - ATTACHMENTS

RFCSP ATTACHMENT A – PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

_____
_____
_____

List Related Companies:

_____
_____
_____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

_____

_____

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation**: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months_____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months_____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

   Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

   _____

   _____

8. **Surety Information**: Has the Respondent ever had a bond or surety canceled or forfeited?

   Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

   _____

   _____

9. **Bankruptcy Information**: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

   Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

   _____

   _____

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

    _____

    _____

11. **Previous Contracts:**

    a. Has the Respondent ever failed to complete any contract awarded?

       Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. Provide one current reference and two prior year references. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1: (Current Contract)

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2: (Prior Year Contract)

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3: (Prior Year Contract)

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A – PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant contracts/projects of similar size and scope performed over the past five (5) years. Identify associated results or impacts of the project/work performed.

2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this contract.

4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. Note any other current contracts that staff is assigned to and their capacity to meet the Scope of Services requested by this RFCSP.

7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the e Respondent's

RFCSP ATTACHMENT A – PART THREE

PROPOSED PLAN

PART D - PROPOSED OPERATING PLAN - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. **Operating Plan -** Describe the proposed plan to conduct operations, specific tasks, staff assigned, schedule of events and meal planning.

2. **Staffing Plan** – Describe Respondents Staffing Plan on providing food services. Staffing plans, organizational charts, job descriptions, hiring timelines, charts, diagrams and other descriptive materials should be used to expand or clarify. Indicate which, if any, positions, Bidder is planning to fill with current, experienced employees from other locations to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.

3. **Delivery Plan** – Describe Respondent's Delivery Plan on providing meals simultaneously to all locations.

4. **Quality Assurance Plan** – Describe Respondents Quality Assurance Plan for (1) ensuring that quality food items are served and (2) keeping food at required temperature during transport, packaging of food to prevent leakage, re-delivery of missing or poor quality meals/food items. Please outline procedures that you currently have in place for quality assurance as well as additional procedures that you may propose specific to this contract. Provide quality assurance plan for test meal at each location and respondent's plan if meals fail test or do not meet requirements on delivery.

5. **Site Plan** – Describe current operating kitchen facility and related equipment. Describe current capacity of the following items that you will need as a result of this contract: size of kitchen in square feet, number of delivery vehicles, capacity of sealing prepackaged meals (number that can be sealed per hour), number of stove top burners, number of ovens, cubic foot capacity of freezers, cubic foot capacity of refrigerators, number of warmers and any other equipment that may apply.

6. **Security** – Describe process for background checks as per specification - I. Criminal Background Checks for employees to ensure they meet all federal and state requirements.

7. **Compliance** – Describe in detail how the meals provided will comply with the Texas Department of Aging and Disability Services (DADS). Provide respondent's plan on how your firm meets/or exceeds the requirements. Be descriptive and provide examples that illustrate exceeding this requirement.

8. **Nutritional Education** – Describe in detail the form(s) the nutritional education component of the response. Include the expected frequency of the education, relevant materials used during the education events and the expected background of those conducting the events.

9. **Timeline to implement services** – Describe the timeline of events required to begin food service at the start of program on October 1, 2015.

10. **Backup Plan** – Describe how Contractor will meet its contractual obligations in the event that the Contractor's facility cannot produce the planed meals, due to a natural or man-made disaster.

11. **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to preparing food services.

RFCSP ATTACHMENT B – REVISED TASTE TEST MENU AND PRICE SCHEDULE

- For the purpose of evaluation, Finalists ~~Respondents~~ will be required to prepare, deliver and serve approximately 90 pre-packaged meals matching the menu listed below.

- Requested meals must be provided on the date/time and location that will be specified by City.
  Note: Finalists ~~Respondents~~ will be provided notice and pertinent details concerning the location and time for their meal presentation. Notification will be provided with not less than five (5) days of the date and time that sample meals must be served. Failure to provide samples shall eliminate respondents from further award consideration.

- Finalists ~~Respondents~~ are to dress in non-identifying clothing on the day of their scheduled taste test & presentation and package meals in non-identifying packaging.

- The City shall reimburse respondents the amount indicated. Invoices may be submitted to the City with a net thirty (30) day payment term.

The number of meals to be provided for the samples is subject to change. Therefore, unit price shall govern. Respondents shall provide a unit price as indicated below:

Sample Meals	**$** 4.00 **per meal – hot lunch**
	~~**$ per meal – sack lunch**~~
	~~**$ per meal – cold meal**~~
	$ 5.50 **one meal – shelf stable meal**

~~Sample~~ Taste Test Menu:
~~Respondents must indicate the taste test menu below~~. Finalists ~~Respondents~~ must provide a hot lunch for taste test and one shelf stable meal for viewing purposes. ~~sample of each type of meal for the taste test~~. Finalists ~~Respondents~~ must also supply prepackaged utensils (including a napkin and excluding salt and pepper) with each sample meal.

Hot Lunch
Main: Rosemary Chicken & Gravy 3 oz protein serving
Side 1: Broccoli ½ cup
Side 2: Sweet Potatoes ½ cup
Drink: 1% Milk or Calcium Enriched Orange Juice

~~**Sack Lunch**~~
~~Main: Sliced Turkey and Cheese Sandwich on Wheat Bread with Vegetables~~
~~Side 1: Celery and Carrot Sticks with Low Fat Ranch Dip~~
~~Side 2: Fresh Fruit Choice~~
~~Drink: Calcium Enriched Orange Juice~~

~~**Cold Lunch**~~
~~Main: Cold Chicken Salad Pasta 5 oz total serving~~
~~Side 1: Thin sliced Marinated Cucumbers ½ cup~~
~~Side 2: Beets ½ cup~~
~~Drink: 1% Milk or Calcium Enriched Orange Juice~~

Shelf Stable Meal – only one meal for sample viewing purposes
Main: Chicken Salad with Crackers
Side 1: Green Beans ½ cup
Side 2: Fruit Cup ½ cup
Drink: Shelf Stable Milk or Juice Beverage

RFCSP ATTACHMENT C – CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D – LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT E – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

Posted as separate documents.

RFCSP ATTACHMENT F – VETERAN OWNED SMALL BUSINESS FORMS

Posted as separate documents.

RFCSP ATTACHMENT G – SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

In addition, please complete the City's Addendum to the Form CIQ and submit it with the Form CIQ to the City Clerk's Office. The City's Addendum to the Form CIQ can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

RFCSP ATTACHMENT H – NON - DISCRIMINATION

Non Discrimination. As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attachment I - Price Schedule

Daily Meals

Number of meals/day	Year 1 (10/1/2015 - 9/30/2016) Price Per Meal	Year 2 (10/1/2016 - 9/30/2017) Price Per Meal	Year 3 (10/1/2017 - 9/30/2018) Price Per Meal	Year 4 (10/1/2018 - 9/30/2019) Price Per Meal	Year 5 (10/1/2019 - 9/30/2020) Price Per Meal
2500 - 2599	4.10	4.15	4.20	4.25	4.30
2600 - 2699	4.05	4.10	4.15	4.20	4.25
2700 - 2799	3.99	4.01	4.03	4.05	4.07
2800 - 2899	3.99	4.01	4.03	4.05	4.07
2900 - 2999	3.99	4.01	4.03	4.05	4.07
3000 - 3099	3.98	4.00	4.02	4.04	4.06
3100 - 3199	3.98	4.00	4.02	4.04	4.06
3200 -3299	3.96	3.98	4.00	4.02	4.00
3300 - 3399	3.96	3.98	4.00	4.02	4.00
3400 - 3499	3.94	3.96	3.98	4.00	4.02
3500 - 3599	3.94	3.96	3.98	4.00	4.02
3600 - 3699	3.90	3.92	3.94	3.96	3.98
3700 - 3799	3.90	3.92	3.94	3.96	3.98
3800 - 3899	3.86	3.88	3.90	3.92	3.94
3900 - 3999	3.86	3.88	3.90	3.92	3.94
4000 - 4099	3.82	3.84	3.86	3.88	3.90
4100 - 4199	3.82	3.84	3.86	3.88	3.90
4200 - 4299	3.78	3.80	3.82	3.84	3.86
4300 - 4399	3.78	3.80	3.82	3.84	3.86
4400 - 4499	3.74	3.76	3.78	3.80	3.82
4500 - 4599	3.74	3.76	3.78	3.80	3.82
4600 - 4699	3.70	3.72	3.74	3.76	3.78
4700 - 4799	3.70	3.72	3.74	3.76	3.78
4800 - 4899	3.60	3.62	3.64	3.68	3.68
4900 - 4999	3.60	3.62	3.64	3.68	3.68

Pricing for any 90 extension period authorized pursuant to 005-Supplemental Terms and Conditions, Temporary Short Term Extensions.

Attachment I - Price Schedule
Shelf Stable Meals

Number of meals/day	Year 1 (10/1/2015 - 9/30/2016) Price Per Meal	Year 2 (10/1/2016 - 9/30/2017) Price Per Meal	Year 3 (10/1/2017 - 9/30/2018) Price Per Meal	Year 4 (10/1/2018 - 9/30/2019) Price Per Meal	Year 5 (10/1/2019 - 9/30/2020) Price Per Meal
5000 - 6000	$ 6.20	$ 6.23	$ 6.26	$ 6.29	$ 6.32
6001 - 7000	$ 6.15	$ 6.18	$ 6.21	$ 6.24	$ 6.27
7001 - 8000	$ 6.10	$ 6.13	$ 6.16	$ 6.19	$ 6.22
8001 - 9000	$ 6.05	$ 6.08	$ 6.11	$ 6.14	$ 6.17
9001 - 10000	$ 6.00	$ 6.03	$ 6.06	$ 6.09	$ 6.12
10001 -11000	$ 5.95	$ 5.98	$ 6.01	$ 6.04	$ 6.07
11001 -12000	$ 5.90	$ 5.93	$ 5.96	$ 5.99	$ 6.02
12001 -13000	$ 5.85	$ 5.88	$ 5.91	$ 5.94	$ 5.97
13001 -14000	$ 5.80	$ 5.83	$ 5.86	$ 5.89	$ 6.02
14001 -15000	$ 5.75	$ 5.78	$ 5.81	$ 5.84	$ 5.87
15001 -16000	$ 5.70	$ 5.73	$ 5.76	$ 5.79	$ 5.82
16001 -17000	$ 5.65	$ 5.68	$ 5.71	$ 5.74	$ 5.77
17001 -18000	$ 5.60	$ 5.63	$ 5.66	$ 5.69	$ 5.72
18001 -19000	$ 5.50	$ 5.53	$ 5.56	$ 5.59	$ 6.02
19001 -20000	$ 5.50	$ 5.53	$ 5.56	$ 5.59	$ 6.02
20001 -21000	$ 5.50	$ 5.53	$ 5.56	$ 5.59	$ 6.02
21001 -22000	$ 5.45	$ 5.48	$ 5.51	$ 5.54	$ 5.57
22001 -23000	$ 5.45	$ 5.48	$ 5.51	$ 5.54	$ 5.57
23001 -24000	$ 5.40	$ 5.43	$ 5.46	$ 5.49	$ 5.52
24001 -25000	$ 5.40	$ 5.43	$ 5.46	$ 5.49	$ 5.52
25001 -26000	$ 5.35	$ 5.38	$ 5.41	$ 5.44	$ 5.47
26001 -27000	$ 5.35	$ 5.38	$ 5.41	$ 5.44	$ 5.47
27001 -28000	$ 5.30	$ 5.33	$ 5.36	$ 5.39	$ 5.42
28001 -29000	$ 5.30	$ 5.33	$ 5.36	$ 5.39	$ 5.42
29001 -30000	$ 5.25	$ 5.28	$ 5.31	$ 5.34	$ 5.37
30001 -31000	$ 5.25	$ 5.28	$ 5.31	$ 5.34	$ 5.37
31001 -32000	$ 5.20	$ 5.23	$ 5.26	$ 5.29	$ 5.32
32001 -33000	$ 5.20	$ 5.23	$ 5.26	$ 5.29	$ 5.32
33001 -34000	$ 5.15	$ 5.18	$ 5.21	$ 5.24	$ 5.27
34001 -35000	$ 5.10	$ 5.13	$ 5.16	$ 5.19	$ 5.22
35001 -36000	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00

Pricing for any 90 extension period authorized pursuant to 005-Supplemental Terms and Conditions, Temporary Short Term
Extensions.

RFCSP ATTACHMENT J – SITE LOCATIONS AND SERVING HOURS

Posted as separate documents.

RFCSP ATTACHMENT K – TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (DADS) – PROGRAM INSTRUCTION

Posted as separate documents.

RFCSP ATTACHMENT L – TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (DADS) – TECHNICAL ASSISTANCE MEMORANDUM

Posted as separate documents.

RFCSP ATTACHMENT M – PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
State or Local Health Certification	
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A – Part One	
Experience, Background & Qualifications RFCSP Attachment A – Part Two	
Proposed Plan RFCSP Attachment A – Part Three	
Taste Test Menu and Price Schedule RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
*Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E and Associated Certificates, if applicable	
*VOSB Form RFCSP Attachment F	
*Supplemental Information Related to the State of Texas Conflict of Interest Requirement. RFCSP Attachment G	
Contract Term Price Schedule RFCSP Attachment J	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007	
Proposal Checklist RFCSP Attachment I	
*One (1) Original signed in ink, eight (8) hard copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Meal Preparation Services for Senior Meal Nutrition Program (RFCSP 15-013, 6100005392), scheduled to open: Monday, February 23, 2015; Date of Issue: Friday, January 23, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 27, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. **REVISED RFCSP ATTACHMENT B – TASTE TEST MENU AND PRICE SCHEDULE is updated on RFCSP document as well as posted as a separate document to this addendum attached.**

2. **Add Language: Section 003 – INSTRUCTIONS FOR RESPONDENTS, PART A, Pre-Submittal Conference, to read as the following:**

"Please call in promptly using the following numbers for phone access to the Pre-Submittal Conference scheduled for Thursday, January 29, 2015 at 10:00 a.m. CT:
Local Access: 210-207-8000
Toll-Free: 855-850-2672
Meeting ID: 9562"

Paul J. Calapa,
Purchasing Administrator
Finance Department –Purchasing Division

RFCSP ATTACHMENT B – TASTE TEST MENU AND PRICE SCHEDULE

- For the purpose of evaluation, ~~Finalists~~ Respondents will be required to prepare, deliver and serve approximately 90 pre-packaged meals matching the menu listed below.

- Requested meals must be provided on the date/time and location that will be specified by City.
  Note: ~~Finalists~~ Respondent will be provided notice and pertinent details concerning the location and time for their meal presentation. Notification will be provided with not less than five (5) days of the date and time that sample meals must be served. Failure to provide samples shall eliminate respondents from further award consideration.

- ~~Finalists~~ Respondents are to dress in non-identifying clothing on the day of their scheduled taste test & presentation and package meals in non-identifying packaging.

- The City shall reimburse respondents the amount indicated. Invoices may be submitted to the City with a net thirty (30) day payment term.

The number of meals to be provided for the samples is subject to change. Therefore, unit price shall govern. Respondents shall provide a unit price as indicated below:

Sample Meals	**$_____ per meal – hot lunch**
	$_____ per meal – sack lunch
	$_____ per meal – cold meal
	$_____ one meal – shelf stable meal

Sample Taste Test Menu:
Respondents must indicate the taste test menu below. Respondent must provide a sample of each type of meal for the taste test. Respondent must also supply prepackaged utensils (including a napkin and excluding salt and pepper) with each sample meal.

Hot Lunch
Main: Rosemary Chicken & Gravy 3 oz protein serving
Side 1: Broccoli ½ cup
Side 2: Sweet Potatoes ½ cup
Drink: 1% Milk or Calcium Enriched Orange Juice

Sack Lunch
Main: Sliced Turkey and Cheese Sandwich on Wheat Bread with Vegetables
Side 1: Celery and Carrot Sticks with Low Fat Ranch Dip
Side 2: Fresh Fruit Choice
Drink: Calcium Enriched Orange Juice

Cold Lunch
Main: Cold Chicken Salad Pasta 5 oz total serving
Side 1: Thin sliced Marinated Cucumbers ½ cup
Side 2: Beets ½ cup
Drink: 1% Milk or Calcium Enriched Orange Juice

Shelf Stable Meal – only one meal for sample viewing purposes
Main: Chicken Salad with Crackers
Side 1: Green Beans ½ cup
Side 2: Fruit Cup ½ cup
Drink: Shelf Stable Milk or Juice Beverage

City of San Antonio

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Meal Preparation Services for Senior Meal Nutrition Program (RFCSP 15-013, 6100005392), scheduled to open: Monday, February 23, 2015; Date of Issue: Friday, January 23, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 11, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

****NOTICE****

POTENTIAL RESPONDENTS ARE PROHIBITED FROM TRESPASSING OR UNANNOUNCED VISITATIONS TO CITY OWNED FACILITIES AND LOCATIONS LISTED WITHIN THIS REQUEST FOR COMPETITIVE SEALED PROPOSAL.

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. **THE RFCSP OPENING DATE IS HEREBY EXTENDED TO MONDAY, MARCH 2, 2015 AT 2:00 PM CT.**
2. **REVISED RFCSP ATTACHMENT B – REVISED TASTE TEST MENU AND PRICE SCHEDULE has been updated on RFCSP document as well as posted as a separate document attached to this addendum.**
3. **REVISED 003 Instructions for Respondents, Part B, Submission Requirements, Proposal Bond.**
4. **REVISED 003 Instructions for Respondents, Part B, Evaluation Criteria.**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

Question 1: Are we required to submit online and hard copy?
Response: Refer to Section 003 Instructions for Respondents, Part A Submission of Proposals.

Question 2: Will site visits be scheduled? If so, will they be scheduled during the serving times?
Response: The City has determined that site visits will not be held for this RFCSP.

Question 3: Can we see a sample of what is currently served?
Response: Samples will not be provided, however, please refer to Addendum II Exhibit A – Sample Menu.

Question 4: Please provide a listing of all the sites.
Response: Refer to RFCSP Attachment J – Site Locations and Serving Hours.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 5: The RFCSP indicates the respondent must have a permanent place of business located within Bexar County, TX; will a letter of intent suffice?
Response: Refer to Section 004 Specifications / Scope of Services, B. Minimum Qualifications, number 2. Respondent must **currently** have a permanent place of business located within Bexar County, Texas.

Question 6: RFCSP indicates that the awarded contractor must provide warmers for all sites, what size and electrical requirements?
Response: The warmers shall be an adequate size to support the anticipated number of meals served per location. Upon award the contractor will be provided the average daily meals served per location and the electrical requirements.

Question 7: Need clarification of special diet requirements.
Response: Throughout the term of the contract various special diet requirements are necessary; however, these will be discussed with the contractor upon award and throughout the term of the contract. Some special dietary requirements are outlined in Section 004 Specifications / Scope of Service, E. Food Specifications, number 7.

Question 8: Meals must be labeled, what type of label is required?
Response: Refer to Section 004 Specifications / Scope of Service, E. Food Specifications, number 12.

Question 9: Criminal background checks required on all employees, what about drug tests?
Response: The City of San Antonio promotes a drug free workplace in accordance with the Drug Free Workplace Act of 1988; drug testing is at the discretion of the contractor.

Question 10: Please provide the site addresses, counts and delivery time expectation.
Response: Refer to RFCSP Attachment J – Site Locations and Serving Hours. Upon award the contractor will be provided the average daily meals served per location.

Question 11: RFCSP states we would be told what test meals were but it's not clarified?
Response: This addendum provides a revision to the previously posted taste test menu and price schedule.

Question 12: What is their expectation for current staff? Will they need to be hired by the contractor?
Response: The expectation is for the contractor to hire all staff necessary; refer to Section 004 Specifications / Scope of Service, A. General Requirements, number 2.

Question 13: Can you provide us with an example of the current menu?
Response: A sample menu is attached to this Addendum II – Exhibit A – Sample Menu.

Question 14: What is the current rate per meal? Current pricing scale by meal type?
Response: All respondents are encouraged to provide their best pricing.

Question 15: Does the entire pricing scale provided in the RFCSP need to be completed?
Response: Complete and submit RFCSP Attachment I – Price Schedule in its entirety.

Question 16: Are there DBE/ACDBE requirements?
Response: No DBE / ACDBE requirements apply to this contract.

Question 17: How many meals will be served at each site location?
Response: The total number of meals served per location varies. Refer to Section 004 Specifications / Scope of Service, C. Contractor Responsibilities, number 6.

Question 18: Are all the sites open each day of the week?
Response: Refer to RFCSP Attachment J – Site Locations and Serving Hours.

Question 19: Does the City expect meal volumes to increase during the contract term to reach the maximum identified on the price schedule?
Response: Meal volumes are expected to increase and decrease throughout the term of the contract.

Question 20: Are vehicles supplied for the contract? Fuel? Maintenance?
Response: Refer to Section 004 Specifications / Scope of Service, A. General Requirements, number 1.

Question 21: When does the city expect to make a decision on the proposal, what date?
Response: The anticipated City Council date is June 18, 2015.

Question 22: Which sites require warmers and how many per site?
Response: All sites listed in RFCSP Attachment J – Site Locations and Serving Hours may require warmers; the warmers shall

be an adequate size to support the anticipated number of meals served per location. Also refer to question 6 of this addendum.

Question 23: Can shelf stable meals be provided in bulk?
Response: Shelf stable meals must be pre-packaged, per 004-Specifications/Scope of Services, section E. Food Specifications, number 6b. They will be ordered in quantities of no less than 5,000 meals per order, as identified in RFCSP Attachment I – Price Schedule Shelf Stable Meals.

Question 24: What specific items would you like to see catalog pricing for?
Response: Catalog pricing does not apply to this annual contract.

Question 25: Can we see an example of past or current temp logs?
Response: Temperature logs are designed by the contractor and can be submitted with your response to the RFCSP.

Paul J. Calapa,
Purchasing Administrator
Finance Department –Purchasing Division

RFCSP ATTACHMENT B – ~~REVISED~~ TASTE TEST MENU AND PRICE SCHEDULE

- For the purpose of evaluation, Finalists ~~Respondents~~ will be required to prepare, deliver and serve approximately 90 pre-packaged meals matching the menu listed below.

- Requested meals must be provided on the date/time and location that will be specified by City.
  Note: Finalists ~~Respondents~~ will be provided notice and pertinent details concerning the location and time for their meal presentation. Notification will be provided with not less than five (5) days of the date and time that sample meals must be served. Failure to provide samples shall eliminate respondents from further award consideration.

- Finalists ~~Respondents~~ are to dress in non-identifying clothing on the day of their scheduled taste test & presentation and package meals in non-identifying packaging.

- The City shall reimburse respondents the amount indicated. Invoices may be submitted to the City with a net thirty (30) day payment term.

The number of meals to be provided for the samples is subject to change. Therefore, unit price shall govern. Respondents shall provide a unit price as indicated below:

Sample Meals	**$_____ per meal – hot lunch**
	~~$_____ per meal – sack lunch~~
	~~$_____ per meal – cold meal~~
	$_____ one meal – shelf stable meal

~~Sample~~ Taste Test Menu:
~~Respondents must indicate the taste test menu below~~. Finalists ~~Respondents~~ must provide a hot lunch for taste test and one shelf stable meal for viewing purposes. ~~sample of each type of meal for the taste test~~. Finalists ~~Respondents~~ must also supply prepackaged utensils (including a napkin and excluding salt and pepper) with each sample meal.

Hot Lunch
Main: Rosemary Chicken & Gravy 3 oz protein serving
Side 1: Broccoli ½ cup
Side 2: Sweet Potatoes ½ cup
Drink: 1% Milk or Calcium Enriched Orange Juice

~~Sack Lunch~~
~~Main: Sliced Turkey and Cheese Sandwich on Wheat Bread with Vegetables~~
~~Side 1: Celery and Carrot Sticks with Low Fat Ranch Dip~~
~~Side 2: Fresh Fruit Choice~~
~~Drink: Calcium Enriched Orange Juice~~

~~Cold Lunch~~
~~Main: Cold Chicken Salad Pasta 5 oz total serving~~
~~Side 1: Thin sliced Marinated Cucumbers ½ cup~~
~~Side 2: Beets ½ cup~~
~~Drink: 1% Milk or Calcium Enriched Orange Juice~~

Shelf Stable Meal – only one meal for sample viewing purposes
Main: Chicken Salad with Crackers
Side 1: Green Beans ½ cup
Side 2: Fruit Cup ½ cup
Drink: Shelf Stable Milk or Juice Beverage

CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES

Addendum II Exhibit A – Sample Menu
February 2015

Senior Services Division
▶**Your** Center
▶**Your** Style
▶**Your** Community

Monday	Tuesday	Wednesday	Thursday	Friday
2 **A** Meatloaf w/ Brown Gravy **B** Breaded Chicken Breast California Blend Vegetables, Black-eyed Seasoned Peas, Wheat Roll, Fresh Fruit	**3** **A** Sheppard's Beef Pie **B** Chicken Alfredo Noodles Squash Medley, Green Beans w/ Tomato Bits, Wheat Roll, Fruit Cup	**4** **A** Ground Turkey w/ Meat Sauce & Spaghetti Noodle **B** Swedish Meatballs, Egg Noodles Garden Salad, Green Beans, Wheat Roll, Applesauce Cups	**5** **A** Beef Stew w/ Gravy & Wheat Roll **B** Sliced Turkey w/ Poultry Gravy Over Cranberry Stuffing Copper Penny Carrots, French Style Green Beans, Fresh Fruit	**6** **A** Baked Ham Slice **B** Grilled Chicken w/ Sautéed Mushroom Mac & Cheese, Broccoli, Wheat Roll, Fresh Fruit Cup
9 **Frozen Meals pre-distributed** **Dance Menu-** Baked Ziti w/ Meat Sauce Green Beans w/ Almonds Salad, Bread Sticks, Ambrosia Salad Orange Juice	**10** **A** Chopped BBQ Beef w/ BBQ Sauce **B** Chicken Patty w/ Orange Sauce Broccoli Florets, Green Peas, and Fresh Fruit	**11** Cold Chicken Pasta w/ Spiral Noodle & Cherry Tomatoes, Marinated Cucumbers, Beets Unsalted Crackers, Fresh Fruit	**12** **A** Swiss Steak w/ Tomatoes **B** Baked Ham Chunks w/ Pineapple Seasoned Black Eyed Peas, Mixed Greens, Corn Muffin or Wheat Roll, Fruit Cup	**13** **A** Herb Roasted Chicken Breast w/ Gravy **B** Creole Meatloaf Diced Carrots & Peas, Herb Flavored New Potatoes, Wheat Roll, Sugar Free Gelatin
16 **A** Beef and Peppers w/ Gravy **B** Sweet & Sour Chicken Asian Vegetables, Steamed Rice, Mini Egg Roll, Fresh Fruit	**17** **A** Picadillo w/ Tortilla **B** Turkey Sandwich w/ Gravy Okra w/ Tomatoes, Spinach w/ Onions, Sugar Free Gelatin	**18** **A** Meatloaf w/ Brown Gravy **B** Grilled Seasoned Fish Potatoes Au Gratin, Steamed Cabbage, Corn Muffin, Fresh Fruit	**19** **A** Lasagna Casserole **B** Salisbury Steak Mixed Vegetables, Garden Salad, Wheat Roll, and Fruit Roll	**20** **A** Pork Riblet w/ BBQ Sauce Sweet Potatoes & Mixed Greens **B** Hot Tuna Casserole w/ Green Beans, Yellow Squash Wheat Roll & Fresh Fruit
23 **A** Chicken Parmesan w/ Spaghetti **B** Swiss Steak w/ Tomato Sauce Brown Rice, Green Bean Almandine Wheat Slice, Hot Peach Crumble w/ Raisins	**24** **A** Chicken Patty w/ American Cheese **B** Oven Baked Hamburger w/ Bun, Mushrooms & Onions, Spinach, Western Hash Browns, Wheat Roll, Sugar Free Gelatin	**25** **A** Baked Fish w/ Dill Sauce, Rice Pilaf **B** Spaghetti w/ Meatballs Italian Blend Veggies, Garden Salad, Wheat Slice, Yogurt Cup w/ Fruit	**26** **A** Cold Chicken Pasta Salad w/ Pine-apple **B** Santa Fe Chicken Hoagie Refried Black Beans Spread, Sliced Beets, Cold Pears w/ Cinnamon, Wheat Saltines	**27** **A** Grilled Fish w/ Chunky Salsa **B** Grilled Chicken Patty w/ Onions & Peppers Black Beans, Cole Slaw, Baked Apples w/ Oatmeal & Raisins

AACOG
Alamo Area Council Of Governments

**** All meals come with either an orange juice or a milk.**

ALL MENU ITEMS ARE SUBJECT TO LAST MINUTE CHANGES

FOR MORE INFORMATION CALL (210)-207-7172

City of San Antonio

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Meal Preparation Services for Senior Meal Nutrition Program (RFCSP 15-013, 6100005392), scheduled to open: Monday, March 2, 2015; Date of Issue: Friday, January 23, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 25, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR COMPETITITVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. Section 004 - Specifications/Scope of Services, subsection E. Food Specifications, number 8 on page 15 is hereby amended to read as follows:

Contractor shall provide prepackaged utensils for all meals, delivered at the time of meal delivery, which shall contain the following:

a. Fork
b. Spoon
c. Knife
d. Napkin
e. No salt or pepper

2. Section 005 - Supplemental Terms and Conditions. Add the following at the end of the section:

All or None Bid.

City of San Antonio will make award to one (1) Respondent only.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 1: Will the contractor receive additional evaluation points if the low sodium target is achieved prior to 2018?
Response: Refer to Section 003 - Instruction for Respondents, Part B, Evaluation Criteria, proposed plan points.

Question 2: Will the City allow the Contractor to deliver the prepackaged utensils to each site in bulk as needed, or will the contractor be required to warehouse the stock and provide only the required amount with each meal delivery?
Response: Prepackaged utensils shall be delivered at the time of meal delivery.

Question 3: The contractor provides warmers and is required to repair and maintain the equipment; however, if the equipment is damaged due to the negligence of the on-site personnel, what remedy is allowed to the

contractor? Will the City pay
for the repairs and provide temporary equipment during the repair at the City's expense?

Response: The City of San Antonio shall be responsible for repairs required due to center staff negligence; however, the contractor will be responsible for all other repairs.

Question 4: How many of the 700,000 annual meals are estimated to be shelf-stable meals?

Response: The City estimates it will order 20,000 shelf stable meals annually.

Question 5: Is there a delivery schedule for these meals available or will these be ordered the same way that the daily meals are ordered?

Response: The shelf stable meals shall be ordered as necessary to fulfill program requirements.

Question 6: What lead time will be provided for orders of shelf stable meals?

Response: A two month lead time shall be provided for all shelf stable meal orders.

Question 7: If the City orders 5,000 shelf-stable meals (the minimum shown on the pricing schedule), will the contractor be delivering all of those meals to a specific location at one time, or will the contractor be required to produce and
warehouse those meals for delivery over a period of time as directed by the City?

Response: Contractor shall supply and warehouse the meals for delivery over a period of time as directed by the City.

Question 8: Is this RFx an "All or None" event?

Response: Yes, the City will award the entire contract to one (1) Respondent only.

Question 9: If it is an "All or None" would you provide a list of National Acct Respondents who must submit their proposal to satisfy the 19% subcontracting goal with M/WBE.

Response: The 19% M/WBE subcontracting goal is a requirement for all respondents. For guidance in searching for SBEDA eligible firms that will satisfy this requirement please visit http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting.aspx. Respondents that are unable to meet the subcontracting requirements will be deemed nonresponsive, unless a respondent/vendor subcontracting waiver request is granted by the Small Business Office. The respondent/vendor subcontracting waiver request can be found at http://www.sanantonio.gov/SBO/SmallBusinessDevelopmentAdvocacyProgram/RevisedSBEDAOrdinanceForms.aspx. For assistance in searching for SBEDA eligible firms, filling out the supplier utilization plan, or the respondent/vendor subcontracting waiver request please contact Diane Nicho at (210) 207-8088 or diane.nicho@sanantonio.gov.

Paul J. Calapa,
Purchasing Administrator
Finance Department –Purchasing Division