LOC/jlm
03/05/15
Item No. 6

AN ORDINANCE 2015-03-05-0153

AUTHORIZING A CONTRACT WITH SELRICO SERVICES, INC. TO PROVIDE FOOD SERVICES FOR THE PARKS AND RECREATION DEPARTMENT'S SUMMER FOOD SERVICE PROGRAM FOR AN ESTIMATED ANNUAL AMOUNT OF $650,000.00, FUNDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with food services for the Parks and Recreation Departments Summer Food Service Program; and

WHEREAS, two responses were received and evaluated; 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 food services for the Parks and Recreation Department's Summer Food Service 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. This ordinance authorizes an agreement with Selrico Services, Inc. for an estimated amount of $650,000.00 annually through Match 31, 2016 with four additional one-year renewal options. Funding for this agreement will be provided through the Parks Summer Food Service Program, which is funded by the Department of Agriculture. This contract is contingent upon the City receiving an annual Summer Food Service Program Grant. Funds will be appropriated in a new fund and internal order for each year.

SECTION 3. 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.

LOC/jlm
03/05/15
Item No. 6

SECTION 4. 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 5th day of March, 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:	**6 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15)**
Date:	03/05/2015
Time:	03:01:31 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Selrico Services, Inc. to provide food services for the Parks and Recreation Department's Summer Food Service Program for an estimated annual amount of $650,000.00, funded by the United States Department of Agriculture. [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				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

RFCSP - Parks Summer Food Service Program Score Summary RFx 6100004845	Maximum Points	San Antonio Food Bank 5200 W. Old US Hwy 90, San Antonio, Texas 78227-2209	Selrico Services Inc. 717 W. Ashby Place, San Antonio, Texs 78212
A - Experience, Background, Qualifications	30	17.50	28.17
B - Proposed Plan	30	13.00	28.67
A - B SUB-TOTAL	60	**30.50**	**56.84**
C - Price Schedule	25	24.24	24.70
D - SBEDA - SBE Prime Contract Program	15	0.00	15.00
C - D SUB-TOTAL	40	**24.24**	**39.70**
TOTAL SCORE	100	**54.74**	**96.54**
RANK BASED ON TOTAL SCORE		**2.00**	**1.00**

EXHIBIT I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100004845

ANNUAL CONTRACT FOR PARKS SUMMER FOOD SERVICE PROGRAM
Date Issued: OCTOBER 24, 2014

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, CENTRAL TIME, NOVEMBER 26, 2014

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 PARKS SUMMER FOOD SERVICE PROGRAM"

Proposal Due Date: 2:00 p.m., CENTRAL TIME, NOVEMBER 26, 2014

RFCSP No.: 6100004845

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 OCTOBER 31, 2014 at 10:00 am, CT at the RON DARNER BUILDING-TEXAS CONFERENCE ROOM, 5800 OLD HWY 90 W, San Antonio, Texas 78227

Staff Contact Person: Ramon SANCHEZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: RAMON.SANCHEZ@SANANTONIO.GOV
SBEDA Contact Information: DIANE E. NICHO, 210-207-8088, 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.

002 - TABLE OF CONTENTS

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 November 14, 2014. . 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.

1. **ATTACHMENT 1**. TEXAS DEPARTMENT OF AGRICULTURE (TDA) SUMMER FOOD SERVICE PROGRAM INVITATION FOR BIDS (IFB) AND CONTRACT FORMS. Complete and submit Summer Food Service Program (SFSP) Invitation for Bid Contract forms:

   a. Section A – Bidder Information
   b. Section B – Certification of Independent Price Determination
   c. Schedule D – Unit Price Schedule
   d. Schedule D-1 – Summary Bid Sheet
   e. Schedule E – Anti Collusion Affidavit
   f. Schedule F – Certification Regarding Lobbying
   g. Schedule G – Disclosure Lobbying Activities

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

3. NUTRITION LABELS: for each food item listed in **EXHIBIT 2** – Cycle Plan, Bidders must submit a Child Nutrition (CN) label and/or manufacturer's product analysis, specifying the yield of each product's ingredients. The label must pertain to the specific brand names that the Bidder is proposing to provide.

4. 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.

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

6. EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as **Attachment A, Part Two.**

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

8. TASTE TEST PRICE SCHEDULE is found in this RFCSP as **Attachment B**.

9. DISCRETIONARY CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP **Attachment C**. which is posted separately or Respondent may download a copy at:

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

   Instructions for completing the Discretionary Contracts Disclosure form:

   Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

10. LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as **Attachment D**. 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.

11. 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**.

12. 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**.

13. 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.**

14. BID BOND. Submit proposal bond in the amount of 5% of total contract price. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

15. 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 their current insurance certificate.

16. 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.

17. 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.

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

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 Short Listed Bidders" (30 points)

Price (25 points)

Small Business Economic Development Advocacy Program (SBEDA) (15 points)

Finalist Evaluations

1. 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.

2. Finalists will be instructed to prepare, deliver and serve a minimum of 40 and a maximum of 90 pre-packaged meals. Meals must match the menu listed in **RFSCP ATTACHMENT B.** – Taste Test Price Schedule, Menu I. Note: Meals must be prepared and provided in accordance with the Scope of Service requirements listed in the RFCSP as well as in Attachment 1, Texas Department of Agriculture- Summer Food Services Program, Invitation for Bid (IFB) and Contract.

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

4. Finalists are to dress in non-identifying clothing on the day of their scheduled taste test & presentation.

5. Payment: Bidders that are selected as finalists and provide sample meals shall receive reimbursement by the City in the amount indicated on **Bidder's Taste Test Price Schedule**, up to $3.21 per meal for sample meal(s) requested. 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. Bidders 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	**October 24, 2014**
Pre-Submittal Conference	**October 31, 2014 @ 10:00 am, CT**
Final Questions Accepted	**November 14 , 2014 @ 2:00 pm, CT**
Proposal Due	**November 26, 2014 @ 2:00 pm, CT**
Taste Test	**January 2015**

004- SPECIFICATIONS/SCOPE OF SERVICES

The City of San Antonio Parks and Recreation Department is seeking qualified Bidders interested in furnishing and providing unitized meals to be served to children participating in the City's Summer Food Service Program (SFSP). Food services shall include daily preparation and delivery of hot lunches and snacks to approximately 2,750 children at approximately 53 anticipated sites, which include community centers, churches, elementary and middle schools, apartment complexes and various other independent organizations located within Bexar County, Texas. Hot/Cold lunches and snacks will need to be prepared and delivered daily to approximately 750 children at approximately 8 anticipated Swimming Pool locations.

The intent of the SFSP is to ensure that during school summer vacation, children are able to receive the same high-quality meals, made available to them, through the National School Lunch Program. The SFSP is sponsored by the City of San Antonio, funded by the United States Department of Agriculture (USDA), administered by the Texas Department of Agriculture/Food and Nutrition division (TDA/FND), authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the USDA regulations.

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 bid invitation. 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 Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the City shall be responsible for meals that have already been assembled and delivered in accordance with the contract.

B. Minimum Qualifications

1. To be qualified, providing and delivering meals must be a primary line of business for the Bidder. Additionally, qualified Bidders must have current meal preparation and delivery service experience similar to the Summer Food Service Program as described herein. City shall be the sole judge as to whether Bidder's experience is sufficiently similar to be responsive.
2. Bidder must currently have a permanent place of business located within Bexar County, Texas.
3. Bidder 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. Bidder must hold a current State or local health certificate for their food preparation facility/facilities.

C. Contractor Responsibilities

Contractor shall be responsible for the following requirements:

1. Adhere to **Attachment 1.** TEXAS DEPARTMENT OF AGRICULTURE (TDA) SUMMER FOOD SERVICE PROGRAM INVITATION FOR BIDS (IFB) AND CONTRACT FORMS and all its attached provisions. Contractor is not required to be registered with the TDA/FND; however, Contractor must meet State and Local Health Department Inspections and licenses required to prepare and distribute/vend food to the public. All meals served will be a lunch and an afternoon/PM snack.
2. Meals will be served Monday through Friday, at approximately 11:30 a.m. for lunch and 3:00 p.m. for snack. The quantity of meals served is estimated based on 2014 SFSP servings and area/site research. Site confirmation will be announced upon receipt of approval by TDA/FND through grant application and City Council. The SFSP will begin June 15, 2015 and operate through August 14, 2015. The intent is to serve the same type of meal to all children each day.

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. The maximum federal reimbursement rate for 2014 is $3.21 for lunch and $0.75 for snack.

2. The City is reimbursed based upon each meal actually served and not the estimated number of meals to be served. For this reason, the Bidder's price must be 7% or more below the annual federal reimbursement rate for each calendar year. Since the federal reimbursement rate is subject to change each year, rather than bid a fixed dollar amount, the City is soliciting bids based on a discount from the actual reimbursement rate established by the USDA and the TDA/FND for the calendar year in which the meal/snack is served.

3. The City will include an additional piece of fruit for the meal/snack. The bidder's price must be 33% or less of the annual federal reimbursement rate for snacks. (Example: .75 x 33%= .25). The City of San Antonio is not reimbursed for the additional piece of fruit by TDA/FND.

Note: The City reserves the right to reject any bid where the cost per meal/item exceeds the maximum reimbursement rate per meal as established by the USDA and the TDA/FND. In addition, the City reserves the right to reject any bid where the cost per meal/item is not less than 7% below the annual federal reimbursement rate for each calendar year.

E. Food Specifications

1. Component yield must meet the minimum requirement as per TDA/FND Required Meal Patterns, USDA Required Meal Patterns, Eleven Day Cycle Menu and this contract at time of meal service. The current Food Buying guide for Child Nutrition Programs, published by USDA and TDA/FND, shall be the source of reference. Meal components must yield, edible portion, as approved reimbursable by TDA/FND, the minimum required weight, or as specified, so as to remain in compliance. It is the responsibility of the Contractor to be current on all amendments, changes, notices, updates, etc. to the TDA/FND Food Buying Guide for Children.

2. All meals in the menu cycle must meet the food specifications and quality standards. 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. Milk, white or chocolate, is not to contain more than 1% fat and may not be skim milk or less and shall contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

4. All snacks, to include but not limited to, cookies, crackers and other than one slice of bread equivalents must refer to and meet the edible/reimbursable portion required as per the Food Buying Guide provided by the TDA/FND and USDA.

5. All food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption. Bidders must possess and submit with their bid response, a Child Nutrition "CN" label and/or manufacturer's product analysis, specifying the yield of each product's ingredients.

6. In the event that food or milk products are allowed to be shipped from outside of Bexar County from another incorporated City, the San Antonio Health Department will require written certification from the Texas Department of Health, under the terms set out in the "Rules of Food Service Sanitation".

7. All menu items must also meet the guidelines of the San Antonio Metro Health Department ¡Por Vida! Nutritional Criteria, **RFCSP Exhibit 1.** If amendment, City shall provide Contractor with a copy and Contractor shall ensure continued compliance with any amended guidelines.

8. 2014 Summer Feeding Program Nutrition Requirements

All meals and snacks must meet the USDA Summer Food Service Program (SFSP) standards and must follow these additional recommendations*

Lunch

- Fruits – A minimum of ½ cup offered per day
- Vegetables – A minimum of ¾ cup offered per day
- Only 100% fruit juice served and not more than once per day
- No fried foods
- All grains must be 100% whole grain
- All milk served must be unflavored and no more than 1%
- Sodium Levels for meals (aligns with requirements under USDA NSLP)

Target 1: School Year 2014-2015 ≤ 1230mg	Target 2: School Year 2017-2018 ≤ 935mg	Target 3: School Year 2022-2023 ≤ 640mg
The Summer feeding service in 2015 will comply with the USDA sodium targets for 2014-2015 and provide no more than 1230 mg per meal.	The Summer feeding service in 2018 will comply with the USDA sodium targets for 2017-2018 and provide no more than 935 mg per meal.	The Summer feeding service in 2023 will comply with the USDA sodium targets for 2022-2023 and provide no more than 640 mg per meal.

Note: Target School Years are staggered to allow for Manufacturers and Schools to phase in sodium levels.

Snacks (follows USDA's Smart Snacks in Schools)

- 200 calories or less per portion
- ≤ 35% of calories from total fat
- ≤ 10% of calories from saturated fat
- Zero grams trans fat
- ≤ 200mg sodium per item
- ≤ 35% of weight from total sugars in foods
- All grains 100% whole grain
- Plain water available

*Metro Health will provide technical assistance as to all of the USDA nutrition standards

F. Packaging

1. Each meal/lunch must be individually unitized to ensure proper distribution to program participants.
2. Snacks/Supplements must be single serving packages and delivered in amounts required.
3. Individual meals delivered in unit packs must be delivered and stored in containers so as to maintain the required temperature until service time.
4. Containers should be adequately sealed to prevent seating or leaking of any kind.
5. Containers should be able to hold ice and contain any liquid caused by melting. Containers used where sweating and leaking occur will be considered to be sub-standard and unacceptable.

Approved packaging for unitized meals will be:

a. Individual meal unit with seal-able lids. Meal units may be heat sealed; however, heat sealing is not a requirement.
b. Fiber or recyclable plastic containers wrapped and sealed to prevent crushing or leaking of food onto other food within the container (i.e. – ice chest) 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 and TDA/FND. (Approval is required prior to beginning of SFSP. Only the City may authorize a waiver for this requirement).
e. The transport of all cold or hot products must be, at a minimum, in thermo-insulated containers (i.e. – ice chests) which have proven to maintain the required temperature more efficiently as well as reduce sweating and leakage.

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, delivering to site and immediately prior to meal service, the maximum, and minimum required temperatures are to be maintained as per local Health Department Regulations.
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. There are no reheating capabilities for meals at the drop off sites.
4. All meal and snack deliveries are to be made between 8:30 a.m. – 11:30 a.m.
5. Contractor must have proper transportation to support the time and delivery schedule.
6. The Contractor's driver must remain at the delivery site(s) until meals have been inspected by designated City personnel.
7. Upon food inspection of meals, if meals do not meet temperature requirement, they will not be accepted and the City of San Antonio will not be charged.
8. The Contractor is responsible for reimbursing the City for any meals City must procure to feed the children if due to Contractor's failure to perform as required.

H. Additional Requirements. In addition to the information listed above, Contractor must also adhere to the requirements listed within **ATTACHMENT 1**. TEXAS DEPARTMENT OF AGRICULTURE (TDA) SUMMER FOOD SERVICE PROGRAM INVITATION FOR BIDS (IFB) AND CONTRACT FORMS.

Note: ATTACHMENT 1. TEXAS DEPARTMENT OF AGRICULTURE (TDA) SUMMER FOOD SERVICE PROGRAM INVITATION FOR BIDS (IFB) AND CONTRACT FORMS – Award of Contract, letter (d.) and Late Bids, Modification of Bids or Withdrawals of Bids, letter (a.) shall not be considered by the City. City bidding requirements will prevail. Bids received after the deadline will not be accepted.

I. Criminal Background Checks

1. Contractor's personnel, staff and/or subcontractors assigned to work in the performance of this contract may be subject to a background check. Contractor will be required to supply the full name, date of birth, and address of said personnel within 10 days after request from the City. Failure to comply may result in the termination of contract.

2. 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 for public lewdness, indecent exposure, prostitution or promotion of prostitution or crime of moral turpitude. Contractor is required to maintain the proof of background checks.

3. 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.

4. 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.

6. 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.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate on March 31, 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.

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 "PARKS-SUMMER FOOD SERVICE 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 $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.$100,00

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% if total contract price. 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

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio and/or Corporation, executed by a corporate surety acceptable to City and/or Corporation 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) 10% of the full amount of the annual contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. 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 performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. 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 1. – Texas Department of Agriculture (TDA) Invitation for Bid (IFB) and Contract
Attachment 1. – Texas Department of Agriculture- Section A – IFB and Contract Face Page
Attachment 1. – Texas Department of Agriculture- Section B – Certification of Independent Determination
Attachment 1. – Texas Department of Agriculture- Section C. – Instructions to Bidders
Attachment 1. – Texas Department of Agriculture- Section D. – Scope of Service
Attachment 1. – Texas Department of Agriculture- Section F. – General Conditions
Attachment 1. – Texas Department of Agriculture- Section G. – General Provisions
Attachment 1. – Texas Department of Agriculture- Schedule A. – Site Information List
Attachment 1. – Texas Department of Agriculture- Schedule B. – Hot/Cold Food Swimming Pool Cycle Menu
Attachment 1. – Texas Department of Agriculture- Schedule B1. – Hot Food Cycle Menu
Attachment 1. – Texas Department of Agriculture- Schedule C. – SFSP Meal Pattern Requirements
Attachment 1. – Texas Department of Agriculture- Schedule D. – Unit Price Schedule
Attachment 1. – Texas Department of Agriculture- Schedule D-1 – Summary Bid Sheet
Attachment 1. – Texas Department of Agriculture- Schedule E – Anti-Collusion Affidavit
Attachment 1. – Texas Department of Agriculture- Schedule F. – Certification Regarding Lobbying
Attachment 1. – Texas Department of Agriculture – Schedule G. – Disclosure of Lobbying Activities
RFCSP Exhibit 1. – Por Vida Guidelines
RFCSP Attachment A. Part One. – General Information
RFCSP Attachment A. Part Two. – Experience, Background, Qualifications
RFCSP Attachment A. Part Three – Proposed Plan
RFCSP Attachment B. – Taste Test
RFCSP Attachment C. – Discretionary Contracts Disclosure Form
RFCSP Attachment D. – Litigation Disclosure Form
RFCSP Attachment E. – SBEDA Language – Utilization Plan
RFCSP Attachment F. – VOSB Forms
RFCSP Attachment G. – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
RFCSP Attachment H. – Non-Discrimination Form
RFCSP Attachment I. – 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. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
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.

ATTACHMENT 1. TEXAS DEPARTMENT OF AGRICULTURE
Summer Food Service Program-TDA
Invitation for Bid (IFB) and Contract

SECTION A

INVITATION FOR BID AND CONTRACT FACE SHEET

This document contains an invitation to food service management companies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the contracting entity below.

Please note that changes to the Invitation for Bid (IFB) and Contract terms are not allowed. Contracting entities that make changes to terms that have not been approved by the Texas Department of Agriculture (TDA) may not use SFSP funds to pay Food Service Management Company (FSMC) expenses.

The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

CONTRACTING ENTITY (CE)	
Name City of San Antonio/General Accounting	**CE ID #** 1746001070800
Address (Street, City, State, Zip Code) P.O. Box 839966, San Antonio, Texas 78283-3966	
Telephone Number (210) 207-3020	**Contact Person** Brenda Burton

CONTRACT DATES	
Commencement June 15, 2015	**Expiration** August 14, 2015
Bid Bond Percentage Requires (CE shall insert appropriate percentage from 5% to 10%) 5%	

BID OPENING			
Bid Issue Date	**Bid Number**	**Date**	**Time**
October 24, 2014	6100004845	November 26, 2014	2:30 p.m. CT.
Location (Street, City, State, Zip Code) 111 Soledad, Suite 1100, San Antonio, Texas 78205			

MEAL SERVICE BIDS

Contracting entity to enter estimate number of meals. Fixed unit price bids to be inserted by the bidder

	Fixed Unit Price Bid Per Meal	Times	CE's Estimated No. of Meals	Totals
Breakfast	$	X		$
AM Snack	$	X		$
Lunch	$	X	135,000	$
PM Snack	$	X	135,000	$
Addtl. Fruit	$	X	135,000	$
			Estimated Total	$

Prompt Payment Discount (To be inserted by the bidder)

% For payment within days

Performance Bond Percentage Required **10%**

BIDDER INFORMATION	
Company Name	**Telephone Number** ( ) -
Address (Street, City, State, Zip Code)	
Signature of Bidder's Authorized Representative (In Ink)	**Name (Print or Type)**
Title	**Date**

ACCEPTANCE		
Contracting Entity Representative's Signature (In Ink)	**Date**	**Contract No.**
Contracting Entity's Name (Print or Type)	**Contracting Entity Representative's Title**	

INVITATION FOR BID AND CONTRACT INDEX

SECTION	PAGE
A. Invitation for Bid and Contract Face Sheet	**29**
B. Certification of Independent Price Determination	**32**
C. Instructions to Bidders	**33**
D. Scope of Services	**36**
E. Unit Price Schedule and Instructions	**36**
F. General Conditions	**38**
G. General Provisions	**41**
SCHEDULE	
A. Site Information Sheet	**42**
B. Cycle Menu	**43**
C. USDA Meal Pattern Requirements	**44**
D. Unit Price Schedule	**46**
D-1. Summary Bid Sheet	**47**
E. Anti-Collusion Affidavit	**48**
F. Certification Regarding Lobbying	**49**
G. Standard Form LLL – Disclosure of Lobbying Activities	**50**

SECTION B

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. By submission of this bid, the bidder certifies and in the case of a joint bid, each part thereto certifies as to its own organization, that in connection with this procurement:
   1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder or to any competitor;
   3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.

B. Each person signing this bid certifies that:
   1) He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
   2) He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Bidder's Authorized Representative	**Title**	**Date**

In accepting this bid, the contracting entity's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

Signature of Contracting Entity's Authorized Representative	**Date**

(Accepting a bidder's bid does not constitute acceptance of the contract.)

Note: Contracting entity and bidder shall execute this Certificate of Independent Price Determination.

SECTION C

INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

a) **Bid**—An offer to perform, in accordance with the specifications and conditions, for a stipulated price. The bidder's offer.

b) **Bid Bond**—A copy of the bid bond must accompany the IFB when submitted to the contracting entity; it is required only if the projected contract reimbursement is in excess $150,000. The contracting entity shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.

c) **Bidder**—A food service management company submitting a bid in response to this invitation for bid.

d) **Contract**—A formal, legally enforceable agreement between the buyer (contracting entity) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.

e) **Contracting Entity**—An organization that enters into an agreement with TDA to assume final administrative and financial responsibility for SFSP operations. The organization which issues the IFB.

f) **Contractor**—A successful bidder who is awarded a contract by a contracting entity participating in the SFSP.

g) **Code of Federal Regulations (CFR)**—The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.

h) **Food Service Management Company (FSMC)**—Any commercial enterprise or nonprofit organization with which a contracting entity may contract for preparing unitized meals, with or without milk, for use in the SFSP, or for managing a contracting entity's food service operations in accordance with the SFSP regulations. FSMCs may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for profit companies.

i) **Invitation for Bid (IFB)**—The document where the procurement is advertised. In the case of the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.

j) **Performance Bond**—This is required when a FSMC and a contracting entity enter into one or more contracts totaling over $150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.

k) **Procurement**—The process of obtaining goods and/or services in accordance with applicable rules and regulations.

l) **Responsive Bidder**—A bidder whose bid conforms to all the material terms and conditions of the solicitation.

m) **Responsible Bidder**—A bidder who is capable of performing successfully under the terms and conditions of the contract.

n) **Summer Food Service Program (SFSP)**—The SFSP was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The U.S. Department of Agriculture (USDA) administers the SFSP at the national level. TDA administers the SFSP in the State of Texas. Contracting entities receive Federal reimbursement from TDA to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.

o) **Texas Department of Agriculture (TDA)**—State agency administering the SFSP.

p) **Unitized Meal**—An individual portioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. TDA may approve exceptions to the unitized meal requirement, such as separate hot and cold packs.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

2. Submission of Bids

a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.

b) Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked as "original" will be maintained by the contracting entity and be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder.

No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

c) Bids over $150,000 shall include a bid bond in the amount of 5% of total contract bid price. (Contracting entity shall insert appropriate percentage from 5% to 10%. This must be the same percentage inserted by the contracting entity on the IFB and Contract Face Sheet). FSMCs must obtain bid bonds from surety companies listed in the current Department of the Treasury Circular 570. FSMCs may not post any "alternative" forms of bid bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name of the bidder, bid number and date and time of opening.

d) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.

4. Acknowledgement of Amendments to IFBs

The contracting entity must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. Time for Receiving Bids

Sealed bids shall be deposited at the contracting entity's address no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

8. Award of Contract

a) The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the contracting entity, price and other factors considered.

b) The contracting entity reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

c) The contracting entity reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

d) Contracting entity reserves the right to accept any bid within 30 days from the date of bid opening.

9. Late Bids, Modification of Bids or Withdrawal of Bids

a) Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mail not later than the fifth calendar day prior to the specified date (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier.)

b) Any modification or withdrawal of bids is subject to the same conditions as in (a) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set receipts of bid.

c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the contracting entity will be considered at any time it is received and may be accepted.

SECTION D

SCOPE OF SERVICES

A. 7 Code of Federal Regulations (CFR) Part 225, entitled Summer Food Service Program is hereby incorporated by reference. Both the contracting entity and the FSMC must operate in accordance with all Program regulations.
B. Contractor agrees to deliver unitize meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. Food Service Management Companies may prepare unitized meals, with or without milk, for use in Summer Food Service Program.
D. Contractor shall furnish meals as ordered by the contracting entity during the period of June 15, 2015 to August 7, 2015. Meals served are to be five (5) days a week, as specified in Schedule A.

* Insert "inclusive" or "exclusive" as applicable.
** Contracting entity shall insert contract commencement date and expiration date.
*** Contracting entity shall insert appropriate number of serving days.

SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices in accordance with Schedule(s) D for meals with/without milk* meeting the contract specifications set forth in Schedule C and to be delivered to all the sites stated in Exhibit 1. Please note that bidders must complete a Schedule D for each meal type (breakfast, lunch, snack, etc.) covered by the IFB.

   *Contracting entities should indicate whether or not milk should be included in meals/snacks.

2. Evaluation of Bids will be performed as follows: Determine the grand total bid for each bidder by totaling the bids for each meal type from Schedule(s) D. Bidders calculations will be checked prior to totaling.

3. Pricing shall be on the cycle menus described in Schedule B. All bidders must submit bids on the same cycle menus provided by the contracting entity. Deviation from the cycle menus shall be permitted only upon authorization of the contracting entity. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).

   The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the contracting entity.

4. Average Daily Number of Meals are estimated: They are the best known estimates for requirements during the operating period. The contracting entity reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the 100% unit cost rate during the payment period specified. (The contracting entity will indicate in Section F, Item 4, "Method of Payment," whether the payment period is weekly, bi-weekly or monthly). Contracting entity does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the contractor. However, if average meals delivered per day by type over the contract period fall 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with Schedule D.

5. Evaluation of Bidders: Each bidder will be evaluated on the following factors:
   a) Financial capability to perform a contract of the scope required.
   b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
   c) Previous experience of the bidder in performing services similar in nature and scope.
   d) Other factors such as transportation capability, sanitation and packaging.

   Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not be considered for award.

6. Meal Orders: Contracting entity will order meals on a daily basis of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

   The contracting entity reserves the right to increase or decrease the number of meals ordered on a twenty-four (24) hour notice, or less if mutually agreed upon between the parties to this contract.

   ** Insert mutually agreed day.
   *** Contracting entity shall insert appropriate number of hours.

7. Cycle Menu Change Procedure: Meals will be delivered on a daily basis in accordance with cycle menus which appear in Schedule B and B1. Schedule B - Hot/Cold Menu Swimming Pool Only, is a 12 day menu cycle which will repeat itself after 12 days and Schedule B1- Hot Food Menu will repeat itself after 15 Days. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the contracting entity shall be notified immediately so substitutions can be agreed upon. The contracting entity reserves the right to suggest menu changes within the contractor's suggested food cost, periodically throughout the contract period.

8. Noncompliance. The contracting entity reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. **The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications.** The contracting entity reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The contracting entity or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

   The SFSP regulations provide that statistical monitoring procedures may be used to disallow payment for meals which are not served in compliance with SFSP regulations. In the event that disallowances are made on the basis of statistical monitoring, the contracting entity and the contractor will be notified in writing by the TDA as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical monitoring procedures employed.

9. Specifications.

   A. Packaging:
      1. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204° C) or higher.

      2. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.

      3. Cartons – Each carton to be labeled. Label to include:
         a. Processor's name and address (plant).
         b. Item Identity, meal type.
         c. Date of production.
         d. Quantity of individual units per carton.

      4. Meals shall be delivered with appropriate nonfood item: condiments, straws for milk, napkins, single service ware, etc. Contracting entity shall insert the types of nonfood items that are necessary for the meals to be eaten:
         Straw, napkin, spork, and or other utensils as needed.

   B. Food Preparation:

      Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Meals shall be prepared in accordance with State and local health standards.

   C. Food Specifications:

Bids are to be submitted on the cycle menus included in Schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

All meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the TDA and upon which the bid was based.

Milk means whole milk, low fat milk, skim milk, and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk may be flavored or unflavored. All milk should contain Vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

SECTION F

GENERAL CONDITIONS

1. Delivery Requirements
   A. Delivery will be made by the contractor to each site in accordance with the order from the contracting entity.
   B. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed **in RFCSP EXHIBIT 1.**
   C. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
   D. The contracting entity reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225.6(d)(2) of the SFSP regulations). The contracting entity shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within twenty-four (24) hours or less.

*Insert mutually agreed upon number.

2. Supervision and Inspection
   The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in additional to the quality of products.

3. Recordkeeping
   A. Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the contractor, one for the site personnel and one for the contracting entity. Delivery tickets must be itemized to show what meal was delivered, the number of meals delivered, the date and time of delivery, and must match the menu for the day the meals were delivered and served. Designees of the contracting entity at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the contracting entity only if signed by contracting entity's designee at the site.

   B. The contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evident) for this contract that the contracting entity will need to meet its responsibilities, and shall submit all required reports to the contracting entity promptly at the end of each month, unless more frequent reports are required by the contracting entity.

   C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the contracting entity's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of TDA, representative of the U.S. Department of Agriculture, the contracting entity and the U.S. General Accounting Office at any reasonable time and place.

   D. The contractor shall submit records of all costs incurred in the contracting entity's food service operation in sufficient time to allow the contracting entity to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

4. Method of Payment

The contractor shall submit its itemized invoices to the contracting entity weekly in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The contracting entity shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery tickets/receipts have been signed by the site representative of the contracting entity.

The contractor shall be paid by the contracting entity for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor TDA assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the contracting entity that are eligible for reimbursement.

**Contracting entity shall insert "weekly", "bi-weekly" or "monthly".

5. Inspection of Facility

A. The contracting entity, TDA, and USDA reserve the right to inspect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

B. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.

C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of the inspections must be submitted promptly to the contracting entity and TDA.

6. Performance Bond Requirement

The successful bidder shall provide the contracting entity with a performance bond in the amount of ten (10) percent of the contract price. The FSMC must obtain the performance bond from a surety company listed in the current Department of the Treasury Circular 570. The FSMC may not obtain any "alternative" form(s) of performance bond, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

The performance bond must be furnished to the contracting entity within ten days of the awarding of the contract.

7. Insurance

The contractor shall carry product casualty and insurance (theft, storm, and fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The contracting entity shall be an additional named insured agency on the Certificate of Insurance and all payments of losses shall be made payable jointly to the contractor and the contracting entity. The extent of coverage shall exceed the amount of the contract by 10% and not more than 25% of the total contract.

Bids shall be accompanied by a statement from an insurance carrier, licensed to conduct business in the State of Texas, indicating the carrier's agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the contracting entity not later than ten days following award of the contract. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the Certificate of Insurance.

1. The policies must state "all risks," or "special causes of loss," or "broadest coverage available in the market place" and the dollar value limit.
2. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the contracting entity.

3. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
4. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock or warehouse legal liability.
5. The contracting entity shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

8. Availability of Funds
The contracting entity reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the contracting entity shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

9. Number of Meals and Delivery Times
The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the contracting entity at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

10. Emergencies
In the event of unforeseen emergency circumstances, the contractor shall immediately notify the contracting entity by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than one-half (1/2) hour after specified meal time.

*** Contracting entity shall set time in accordance with SFSP regulations and TDA instructions.

Emergency circumstances at the site precluding utilization of meals are the concern of the contracting entity. The contracting entity may cancel orders provided it gives the contractor at least twenty-four (24) hours notice or less if mutually agreed upon between the parties to this contract.

**** Contracting entity shall insert the same number as in Section F-1.D under General Conditions.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or contracting entity's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and contracting entity.

11. Renewals
This Contract shall be in effect for the period indicated in Section D, Item D and may be renewed for four additional years (periods) upon mutual agreement between contractor and contracting entity.

12. Termination
A. The contracting entity reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The contracting entity shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing.

The contracting entity shall have the right, upon such written notice, to immediately terminate the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the contracting entity. Prior to termination, the contracting entity shall contact the TDA concerning procedures for conducting a reprocurement action.

B. The contracting entity may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract. If it is found by the contracting entity that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to an officer or employee of the contracting entity with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the contracting entity makes such findings shall be an issue and may be reviewed in any competent court.

C. In the event this contract is terminated as provided in paragraph (B) hereof, the contracting entity shall be entitled to (1) pursue the same remedies against the contractor as it could pursue in the event of the breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall

not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

D. The right and remedies of the contracting entity provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

Subcontractors and Assignments
The contractor shall not subcontract for the total meal, or for the assembly of the meal, and shall not assign, without the advance written consent of the contracting entity, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the contracting entity as principal for the performance of all obligations under this contract.

SECTION G

GENERAL PROVISIONS

1. Equal Opportunity
The contractor (FSMC) shall comply with Title VI of the Civil Rights Act of 1964 (Race, National Origin, Color), Title IX of the Education Amendments of 1972 (Sex), Section 504 of the Rehabilitation Act of 1973 (Disability), the Age Discrimination Act of 1975 (Age), and the USDA's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b); including any additions or amendments.

2. Clean Air and Water
If this contract is in excess of $150,000, the contracting entity and FSMC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

3. Certifications
FSMC shall execute and comply with the following certifications:
   a) Suspension/debarment certification shall be provided by: (1) the contracting entity accessing the *Excluded Parties List System* https://www.epls.gov (or, as applicable, the System for Award Management (SAM), which is available at https://www.sam.gov), printing the page from the *Excluded Parties List System* (or SAM system), and maintaining such record with other supporting documentation to demonstrate that the FSMC is not suspended or debarred, or (2) that by signing this Contract the FSMC certifies that they have not been suspended or debarred prior to Program participation.
   b) Schedule E: Anti-Collusion Affidavit, which is attached and fully incorporated herein.
   c) Schedule F: Certification Regarding Lobbying, which is attached and fully incorporated herein.
   d) Schedule G: Standard Form – LLL, Disclosure of Lobbying Activities, which is attached and fully incorporated herein.

SCHEDULE A.

SITE INFORMATION LIST

Posted as a separate document

SCHEDULE B.

CYCLE MENU

Posted as a separate document

SCHEDULE C

SFSP MEAL PATTERN REQUIREMENTS

	Breakfast	Lunch or Supper	Snack[1] (Choose two of the four)
Milk Milk, fluid	1 cup (8 fl. oz.)[2]	1 cup (8 fl. oz.)[3]	1 cup (8 fl. oz.)[2]
Vegetables and/or Fruits Vegetable(s) and/or fruit(s), or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup ½ cup (4 fl. oz.)	¾ cup total[4]	¾ cup ¾ cup (6 fl. oz.)
Grains and Breads[5] Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving ¾ cup or 1 oz.[6] ½ cup ½ cup	1 slice 1 serving ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz.[6] ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish or alternate protein product [7] or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meat alternates	(Optional) 1 oz. 1 oz. ½ large egg ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup	2 oz. 2 oz. 1 large egg ½ cup 4 tbsp. 1 oz.= 50%[8] 8 oz. or 1 cup	1 oz. 1 oz. ½ large egg ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup

For the purpose of this table, a cup means a standard measuring cup.
Indicated endnotes can be found on the next page.

Endnotes

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

2. Must be served as a beverage, or on cereal, or use part of it for each purpose.

3. Must be served as a beverage.

4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.

6. Either volume (cup) or weight (oz.) whichever is less.

7. Must meet the requirements in Appendix A of the SFSP regulations.

8. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

SCHEDULE D

UNIT PRICE SCHEDULE

Instructions:
Contracting Entity: Complete Items (a), (b) and (c) for each Meal Type.
Bidder: Complete Items (d) and (e) for each Meal Type.

(a) Meal Type (i.e., Lunch)	(b)[1] Average Daily Meals Needed	(c)[2] Total Number of Meals`	(d)[3] Unit Cost	(e) Total Bid
Breakfast				
AM Snack				
Lunch		135,000		
PM Snack		135,000		
Additional Piece of Fruit		135,000		

Adjustments:
If the average daily meals billed is less than the **Average Daily Meals Needed** (per item (b) above), a one time adjustment to the unit price will be made as follows:

Average Daily Meals Billed ÷ Average Daily Meals Needed	Multiply "Unit Cost" (d) by this Amount
81 – 90%	**1.05**
71 – 80%	**1.10**
61 – 70%	**1.15**
51 – 60%	**1.20**
50% or Below	**1.30**

Example: If the "Average Daily Meals Billed" ÷ the "Average Daily Meals Needed" (item (b) above) = .82 or 82%, multiply the "Unit Cost" (item (d) above) by 1.05.

The FSMC will invoice the contracting entity at the 100% Unit Cost indicated above bi-weekly. To determine if an additional cost per meal is due to the FSMC, complete the following calculation. Divide the total number of meals billed by type (breakfast, lunch, etc.) for the total length of the SFSP by the total number of days the SFSP was operated. Any additional changes resulting from this higher "adjustment" will be reflected in the final statement from the FSMC.

Note: The Unit Cost per meal **may not exceed** the maximum operational reimbursement for each meal type as stated in Part 7 CFR 225 of the Federal regulations.

[1] Obtained from the Schedule A, by dividing total meals for each specific meals type by the greatest number of days operated by the site.
[2] Obtained from Schedule A by totaling the "Total Meals" for each specific meal type.
[3] "Unit Cost" specified is that cost based on 100% Average Daily Meals Needed.

SCHEDULE D-1

Completed by vendor or City
SUMMARY BID SHEET

Meal Type	Total Number of Meals	Unit Cost[1]	Total
Breakfast		$	$
AM Snack		$	$
Lunch	135,000	$	$
PM Snack	135,000	$	$
Additional Piece of Fruit	135,000	$	$
TOTAL		**$**	**$**

[1] "Unit Cost" must be identical to those unit costs listed on the Unit Price Schedule (Schedule D).

SCHEDULE E

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

SCHEDULE F

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated-funds have been paid or will be paid, by of on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

By _____ Date _____
(Signature of FSMC Authorized Representative)

Name (Print or Type) _____

Title _____

SCHEDULE G

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For material change only:** Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Sub-Awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only:		**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

RFCSP ATTACHMENT C.

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Discretionary 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 EXHIBIT 1.

POR VIDA GUIDELINES

Posted as a separate document

009 - ATTACHMENTS

RFCSP ATTACHMENT , 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: _____

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: _____

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: _____

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 Bidder 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 and schedule of events.

2. **Staffing Plan** – Describe Bidder's 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 Bidder's 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. **Reporting** – Describe in detail how the meals and snacks provided will comply with the Texas Department of Agriculture (TDA) requirements. Include information regarding commodities and the sources of food used, sample menus, sample production records, sample standardized recipes (preferably in US Department of Agriculture's format), nutrition information including Child Nutrition (CN) labels, ordering schedule, menu planning systems and systems in place to respond to federal and Texas Department of Agriculture compliance audits. Provide respondent's plan on how your firm meets the requirements and how your firm will exceed the requirements. Be descriptive and provide examples that illustrate exceeding this requirements.

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 June 15, 2015.

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

RFCSP ATTACHMENT B.
TASTE TEST
PRICE SCHEDULE

Test Testing:

- For the purpose of evaluation, Finalists will be required to prepare, deliver and serve up to 90 pre-packaged meals matching the menu listed below.
- Requested meals must be provided on the specified date/time and location.
  Note: Finalists 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 Bidders from further award consideration.
- Finalists are to dress in non-identifying clothing on the day of their scheduled taste test & presentation.
- The City shall reimburse Bidders the amount indicated up to $3.21 per meal for sample meals. 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. Bidders shall provide a unit price as indicated below:

Sample Meals, Up to 90	**$_____ per meal**

Sample Taste Test Menu:

Below is a possible menu for the sample meals. Please submit a bid price per meal based upon Menu 1 listed below:

Menu 1

2 oz. Cooked Ground Turkey
½ cup Whole Wheat Spaghetti
½ cup Tomato Sauce
½ cup Peas
½ pint 1% Milk

Finalist must also supply party packs (prepackaged eating utensils including napkin) with each sample meal.

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.

SBEDA FORM(S)

Posted as separate documents.

SBEDA Language and Utilization Plan

RFCSP ATTACHMENT F.

VOSB FORM(S)

Posted as separate documents.

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.

RFCSP ATTACHMENT I.

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
Table of Contents	
Executive Summary	
*TDA- Section A. - Invitation for Bid (IFB) and Contract Face Page	
*Certification and Independent Determination Attachment 1. TDA Form –SECTION B.	
Pricing Schedule Attachment 1. TDA Form SCHEDULE D.	
Summary Bid Sheet Attachment 1. TDA Form SCHEDULE D-1	
*Anti-Collusion Affidavit Attachment 1. TDA Form SCHEDULE E.	
*Certification Regarding Lobbying Attachment 1. TDA Form SCHEDULE F.	
Pricing Schedule Attachment 1. TDA Form SCHEDULE D.	
*Disclosure of Lobbying Activities Attachment 1. TDA Form SCHEDULE G.	
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- Price Schedule RFCSP Attachment B.	
*Discretionary 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.	
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.	
Eight (8) Original 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: Annual Contract for Parks Summer Food Service Program, Request for Competitive Sealed Proposals 0015-012 (RFCSP 6100004845), Scheduled to Open: November 26, 2014; Date of Issue: October 24, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 12, 2014

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

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

1. **Section 004 - Specifications/Scope of Services, E.3 Food Specification, Change first sentence to read as: "Milk white is not to contain more than 1% fat or less and shall contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk."**

2. **Section 009 – Attachments, Texas Department of Agriculture, Section D, Scope of Services Item D, Change to read as: "Contractor shall furnish meals as ordered by the contracting entity during the period of June 15, 2015 to August 14, 2015."**

3. **Section 009 – Attachments, Texas Department of Agriculture, Section E, Item 9C Food Specifications, Change 3rd paragraph, first sentence to read as: "Milk means low fat milk."**

4. **Section 009 – Attachments, RFCSP Attachment A, Part Three, Proposed Plan, Question 5, Site Plan, Change to read as: "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 food transportation containers (San Antonio Metro Health has approved igloo containers) and any other equipment that may apply. "**

5. **Section 009 – Attachments, RFCSP Attachment A, Part Three, Proposed Plan, Question 7, Change to read as: "Reporting – Describe in detail how the meals and snacks provided will comply with the Texas Department of Agriculture (TDA) requirements and Por Vida guidelines. Include information regarding commodities and the sources of food used, sample menus, sample production records, sample standardized recipes (preferably in US Department of Agriculture's format), nutrition information including Child Nutrition (CN) labels, ordering schedule, menu planning systems and systems in place to respond to federal and Texas Department of Agriculture compliance audits. Provide respondent's plan on how your firm meets the**

requirements and preferably how your firm will exceed the requirements. Be descriptive and provide examples that illustrate exceeding these requirements."

6. **Section 009 – Attachments, RFCSP Attachment A, Part Three, Proposed Plan, Delete Question 8. "Nutritional Education" in its entirety.**

7. **ADDED: Attachment J - Small Business Office, Pre-Submittal Conference Presentation, dated 10/31/14. Posted as a separate document.**

8. **Texas Department of Agriculture, Schedule A, Site Information list is revised to: Schedule A – Site Information List Rev. 10/12/14. Posted as a separate document.**

On October 31, 2014, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Contract for Parks Summer Food Service Program. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

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

Question 1. Are all the sites located in Bexar County? Are the sites in one central location?
Response: Yes, the sites are all located in Bexar County. The site Locations are determined in Spring, but are primarily located on the East, South and West of the City.

Question 2. What is the age group of the participants using the Summer Food Service Program?
Response: All children served are the ages 1 yr to 18 years old.

Question 3. What is the minimum number of participants at each site location?
Response: The minimum number of participants to be fed is 30 per agency site. There is no Minimum requirement on the number to be fed for the Parks and Recreation sites listed. (Refer to Schedule A Site Information List, Rev. 10/12/14).

Question 4. Do the meals need to be delivered to the site locations?
Response: Yes. Meals must be delivered to the designated locations (Refer to Schedule A). Posted as a separate document.

Question 5. Can meals for multiple site locations be dropped off at one site for pick up by the Parks and Recreation Department?
Response: No. (See Question 4 above).

Question 6. When will the number of participants for each site be available?
Response: Preliminary numbers are available in April and final numbers are provided at the end of May.

Question 7. Is this the first year that contractors need to meet the Por Vida guidelines?
Response: Yes. This is the first year for the Por Vida guidelines.

Question 8. On Page 14, Item D. #3. Pricing, Is the pricing only related to the extra piece of fruit or does this pricing include the whole snack and the extra piece of fruit.
Response: The pricing is only for the extra piece of fruit. Please refer to Schedule D. Unit Price Schedule.

Question 9. Can a respondent utilize 2nd tier subcontractors in order to fulfill the 10% M/WBE Subcontracting goal?

Response: NO. The 10% M/WBE subcontracting must be met at the 1st tier.

Question 10. If a prime contractor is a certified S/MWBE, are they still required to subcontract 10% to a M/WBE in order to meet the SBEDA goal?

Response: Yes.

Question 11. Can a non-profit be certified as a SMWBE vendor?

Response: No.

Question 12. What is required from a contractor if they are unable to meet 10% M/WBE subcontracting goal and will submit a waiver?

Response: Respondent may request a full or partial waiver of the subcontracting goal, for good Cause, by submitting the Respondent/Vendor Subcontracting Waiver Request form **with** the solicitation response.

1) Please refer to our website for more information on the SBEDA program http://www.santonio.gov/SBO/SmallBusinessDevelopmentAdvocacyProgram.aspx
2) The Form is available at: http://sanantonio.gov/SBO/SmallBusinessDevelopmentAdvocacyProgram/RevisedSBEDAOrdinanceFOrms.aspx
3) Waiver request must fully document subcontractor unavailability despite good faith efforts to comply with the goal

4) If the waiver request is denied by SBO, failure of a respondent to meet the subcontracting requirement will deem its response NON-RESPONSIVE

For questions regarding SBEDA requirements, certification process and assistance in completing forms please contact Diane Nicho at (210) 207-8088 or email at diane.nicho@sanantonio.gov.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

City of San Antonio

ADDENDUM II

SUBJECT: Annual Contract for Parks Summer Food Service Program, Request for Competitive Sealed Proposals 0015-012 (RFCSP 6100004845), Scheduled to Open: November 26, 2014; Date of Issue: October 24, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 21, 2014

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

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

1. The RFCSP OPENING DATE IS HEREBY EXTENDED TO DECEMBER 8, 2014, 2:00 PM CENTRAL TIME.

2. Add: Additional Pre-Submittal Conference scheduled for December 2, 2014, 10:00 AM, CENTRAL TIME, RON DARNER BUIDLDING-TEXAS CONFERENCE ROOM, 5800 OLD HWY 90W, SAN ANTONIO, TEXAS 78227

3. Section 003 – Instructions to Bidders, Part B, Submission Requirements, add the following:

   "19. CONTRACT TERM PRICE SCHEDULE. Complete and submit the Contract Term Price Schedule found in this RFCSP as Attachment K."

4. Section 005-Supplemental Terms and Conditions, Paragraph labeled "Incorporation of Attachments" is hereby revised to add Attachment K. Contract Term Price Schedule. Respondent must complete this form and return it with Respondent's proposal.

5. RFCSP Attachment I. Proposal Checklist is deleted and replaced with Attachment I. Proposal Checklist v. 2.

6. **Change: Schedule of Events to read as follows:**

"Pre-Submittal Conference	December 2, 2014 at 10:00 a.m., CT
Final Questions Accepted	December 3, 2014 at 2:00 p.m., CT
Proposal due	December 8, 2015 at 2:00 p.m., CT"

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

Question 1. Since the 2015 Maximum Federal Reimbursement rates have not been established, what rates should be used to calculate unit price amounts?
Response: Use the 2014 Maximum Federal Reimbursement rates to calculate unit prices.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE BID PACKAGE****

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

_____
Signature

PC/rs

City of San Antonio

ADDENDUM III

SUBJECT: **Annual Contract for Parks Summer Food Service Program- Request for Competitive Sealed Proposals 0015-012 (RFCSP 6100004845), Scheduled to Open: December 8, 2014; Date of Issue: October 24, 2014**

FROM: **Paul J. Calapa, Procurement Administrator**

DATE: **December 5, 2014**

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

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

1. **The RFCSP OPENING DATE IS HEREBY EXTENDED TO DECEMBER 12, 2014, 2:00 PM, CENTRAL TIME.**

   The City will issue Addendum IV on Monday, December 8, 2014, addressing the responses to questions asked at the 2nd Pre-Submittal.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

City of San Antonio

ADDENDUM IV

SUBJECT: **Annual Contract for Parks Summer Food Service Program- Request for Competitive Sealed Proposals 0015-012 (RFCSP 6100004845), Scheduled to Open: December 12, 2014; Date of Issue: October 24, 2014**

FROM: **Paul J. Calapa, Procurement Administrator**

DATE: **December 8, 2014**

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

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

1. Notwithstanding anything contained in the RFCSP to the contrary, respondents are not required to complete Attachments D or D1. Pricing will be based on Revised Attachment K-1, dated 12/8/14, the percentage discount off the federal reimbursement rate.

2. The number of Average Daily Meals Needed are unknown at this time, but will be provided after award and prior to the start of services.

3. Page 14, Section D, Item #3, change to read: "The City will include an additional piece of fruit for the meal/snack. The bidder's price must be 33% or less of the vendor's discount from the annual federal reimbursement rate for snacks (% indicated in schedule K).

Formula: _____	X (100% - _____)	X 33% = _____
Federal Reimbursement Rate	*Vendor % discount (from schedule K-1)*	*Vendor Snack reimbursement amount per extra piece of fruit*

4. **Replace Attachment K with Revised Attachment K-1, dated 12/8/14. Replace all references to Attachment K in the original RFCSP, as amended by addendums, to Attachment K-1.**

5. **Add: RFCSP Attachments and TDA Schedules are provided in word format and posted as separate documents.**

6. **Add: Replace all references to milk in the original RFCSP, as milk shall be either skim milk or 1% milk.**

On December 2, 2014, the City of San Antonio hosted a 2nd Pre-Submittal conference to provide information and clarification for the Annual Contract for Parks Summer Food Service Program. Below is a list of questions that were asked at the 2nd pre-submittal conference. The City's official response to questions asked is as follows:

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

Question 1. Do we only need the bid bond submitted with the proposal then the performance bond only if the contract is awarded?
Response: Yes. Refer to 005. Supplemental Terms & Conditions - Bid Bond and Performance Bond.

Question 2. Can we submit alternate proposals with, for example, alternate menus?
Response: No. Respondents must submit proposals in accordance with menus in RFCSP- Schedule B and B1.

Question 3. Can a Word document form of the RFCSP be provided so we can fill in on the computer?
Response: Yes. RFCSP Attachments and TDA Schedules are in word format are posted as a separate document.

Question 4. Do we need to re-submit the CIQ document to the City Clerk with the alteration in the due date of the proposal or if one was already submitted is that still meet the requirement?
Response: No. Another CIQ is not required if you have already submitted one and it is on file with the Office of the City Clerk.

Question 5. Is this contract intended to pay the vendor for all meals delivered or only meals reimbursed/consumed?
Response: The vendor will be paid for all allowable meals delivered. Any incomplete meals or meals not meeting the required nutritional guidelines will not be paid.

Question 6. P. 36, Section E, #4 and Schedule D, pages 46-47.

a. "However, if the average meals delivered per day by type over the contract period fall 90% of the applicable average daily meal estimate, adjustments will be made to the per unit price in accordance with schedule D."
b. Meals will be ordered daily per site needs. Contractor will be paid at 100% of the unit cost rate during the payment period specified. But if the meal counts fall 90% or below (that is the way I read it) we will get 1.05 or more times the unit cost.
c. It sounds like there is an additional loss of 5% (it would have to be 1.10 to make the 90% become 100% of the unit cost). This is confusing.

Response: This scale is to make up for meals that were projected, but not ordered/delivered. The amount is calculated at the end of the contract period based on the total meal shortage over the whole summer compared to projected numbers. The formula is set by the grantor.

Question 7. Re: Page 4 – Catalog pricing, does this only apply to a vendor who would be providing meals made by an outside manufacturer?
Response: This section applies to proposals using catalog pricing. Catalog pricing is not requested for this RFCSP.

Question 8. Costs are estimated based on projected numbers and menus. If menus or numbers change that quantitatively (%-wise) change the actual expenses to MWBEs that result in not meeting 10% rule, what happens?

Response: A change of scope in the contract, either initiated by the City or vendor must be documented through a Change to Utilization Plan used to list all changes in the use of certified or non-certified Subcontractors/Suppliers. If the vendor is unable to meet the required subcontracting goal over the life of the contract then a Respondent/Vendor Subcontracting Waiver Request Form is available. This form allows a vendor to request a full or partial waiver of a specified subcontracting goal by fully documenting subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Approval is not guaranteed and if request is denied by the Economic Development Department and no further action is done by vendor to attempt to remedy the issue then potential penalties and sanctions could be enforced (i.e.; loss of contract or being unable to bid on City work for a year). More information about the Small Business Economic Development Advocacy Program is located at http://www.sanantonio.gov/SBO/SmallBusinessDevelopmentAdvocacyProgram.aspx.

Question 9. P. 14, top of page: "all meal costs must include ..." and P. 36 #3 "bid price must include..." does price need to be line itemed out with all components/cost of the meal or just include all components in the price proposed?

Response: Individual components of the meal do not need to be line itemized.. Bidder is to submit Attachment K-1, Contract Term Price Schedule.

Question 10. P. 14 # 3 "may not be skim" milk – I thought that was changed. Conflicting verbiage. Also, no choc milk??

Response: Either skim milk or 1% milk may be served. No chocolate milk. All reference to milk shall mean skim milk or 1% milk. .

Question 11. P. 15 "100% whole grains" can they be whole grain rich?

Response: A product is defined as whole grain when 1) the ingredient statement shows whole grain as the first grain ingredient, or 2) when added together with other grains in the product, whole grains make up at least 51% by weight of the total grains in the product, or 3) the product carries the whole grain health claim on its label.

Question 12. Por Vida guidelines – Por Vida breaks down by entire meal, single entrée item and side items. National School Lunch and Breakfast Standards, (NSLP) considers whole meal. Single entrée and side items are really more restaurant based issues and for schools/USDA meals, the whole meal is best considered. Do we only follow whole meal?

Response: All meals and snacks are measured by whole meal and must align with the USDA National School Lunch and Breakfast standards. Sodium content must be at levels for the whole meal as indicated by the Low Sodium Grant. Refer to RFCSP Exhibit I Por Vida Guidelines.

Question 13. P. 22 "change orders" – how will we handle increase in numbers that constitutes a >$25K contract price with a short time frame of the summer?

Response: Please see the Change Order section in the Supplemental Terms and Conditions. section of the RFCSP. Pursuant to this section, change orders up to $50,000 may be handled administratively. Estimates are based on current usage. Substantial changes are not anticipated.

Question 14: Each site will serve 1 lunch, 1 snack and 1 extra fruit (meaning every site will serve all 3), correct? All say 135,000

Response: Meals served at sites vary. Not all sites serve snack. Some sites will serve more snacks than lunches. The extra piece of fruit will always be served with the snack. Historically, the actual lunch and snack numbers have been relatively close even though they have separate influential factors. See information below from the past three years.

Year	Lunches Served	Snacks Served	Food Expense For All Meals Ordered
2014	125,119	131,279	$503,058
2013	122,177	124,793	$459,765
2012	153,996	142,233	$650,745

Question 15: Schedule K says each price "must be 7% or more below the reimbursement rate ..." Schedule K does not address the 33% off the snack price for the extra fruit. Question as a result of this: On P. 14, #3 the snack was supposed to be the reimbursement rate x 33% as a unit cost. In the meeting it sounds like the extra piece of fruit would actually be 33% + whatever % Discount Off of Federal Discount Rate per year the vendor is proposing.

Example: Reimbursement Rate	.75
Unit Price with Vendor Discount Rate (7%)	.70
Unit Price with Vendor Discount Rate (7%) and 33% of reimbursement rate	.23

This drives down the ability to provide a wider variety of fresh fruit some of which may be at a higher cost. Am I understanding this correctly or is the extra piece of fruit .75 x 33% = .25 as was stated on page 14? It's an almost $3000 difference over the course of the summer. Please clarify.

Response: See revisions to Page 14, Section D, Item #3 per this addendum, and the revised Attachment K1.

Question 16: Does the 33% statement for the extra piece of fruit need to go on Schedule K?

Response: Yes. See the revised Attachment K-1.

Question 17: Can you provide a hypothetical example of the Adjustment if the meals billed are 90% or lower than the Average Daily Meals Needed? Meaning, can you show me an example of the figures and dollar amounts in a hypothetical scenario?
The way I see this is if the meal counts fall below 90% of meals delivered then you are losing another 5% having only a 1.05 (not a 1.10) reimbursement. And actually, if they fall between 90-99% you are losing 1-9%.

Response: **Hypothetical example #1:**
The vendor rate for lunches is $2.65 (discounted from federal reimbursement rate).
Parks and Recreation provides a final estimate of average daily meals to vendor in May: 4,500
Throughout the summer, Parks and Recreation reduces orders.
The actual average day meals ordered: 4,200
Therefore, 93% of the meals estimated were ordered.
The vendor invoiced the City for 124,000 lunches throughout the summer.
There is no additional payment due from the City based on the 93%. (According to the TDA document, the vendor must absorb any food cost losses between 90%-99%.)

Hypothetical example #2:
The vendor rate for lunches is $2.65 (discounted from federal reimbursement rate).

Parks and Recreation provides a final estimate of average daily meals to vendor in May: 4,500
Throughout the summer, Parks and Recreation reduces orders.
The actual average day meals ordered: 4,000
Therefore, 89% of the meals estimated were ordered.
The vendor invoiced the City for 114,000 lunches throughout the summer.
There is an additional payment due to the vendor based on the 89%.

The additional payment is calculated by applying the 1.05 (from table 81%-90%).
The additional payment per meal is $2.78 ($2.65 x 1.05) - $2.65 (already paid) equal $.13
The total additional payment due from the City is $14,820 (114,000 meals X $.13).

Hypothetical example #3:

The vendor rate for lunches is $2.65 (discounted from federal reimbursement rate).
Parks and Recreation provides a final estimate of average daily meals to vendor in May: 4,500
Throughout the summer, Parks and Recreation reduces orders.
The actual average day meals ordered: 3,000
Therefore, 66% of the meals estimated were ordered.
The vendor invoiced the City for 94,000 lunches throughout the summer.
There is an additional payment due to the vendor based on the 66%.

The additional payment is calculated by applying the 1.15 (from table 61%-70%).
The additional payment per meal is $3.05 ($2.65 x 1.15) - $2.65 (already paid) equal $.40
The total additional payment due from the City is $37,600.

Note: This form is part of the Texas Department of Agriculture (TDA) grant application.

Question 18: On Schedule D, I have been reading "Unit Cost" to mean the unit cost of each meal. The "Unit cost" (D3) on the chart should be the individual meal cost times the Average Daily Meals needed correct?

Response Schedule D is part of the Texas Department of Agriculture (TDA) grant forms. At this time, the Average Daily Meals have not been determined due to sites not being known
Per this addendum, respondents should complete Attachment K-1 instead of Schedule D or D-1.

Question 19: Is there going to be a Veteran Owned preference given on this RFCSP?
Response: No. Veteran Owned Preference is not applicable.

Question 20: On Schedule K, you are asking that we provide the 2014 or 2015 rate?
Response: You are to provide your Discount Rate which will be used to compute the vendor reimbursement unit costs based on the approved Federal Reimbursement for each year of the contract.

This Addendum shall be signed and returned with the bid package.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

PC/rs

BEST AND FINAL OFFER Price Schedule
ATTACHMENT K-1, Date: 1/28/15
Contract Term Price Schedule

The City is reimbursed based upon each meal actually served and not the estimated number of meals to be served. For this reason, the Bidder's price must be 7% or more below the annual federal reimbursement rate for each calendar year. Since the federal reimbursement rate is subject to change each year, rather than bid a fixed dollar amount, the city is soliciting bids based on a discount from the actual reimbursement rate established by the USDA and the TDA/FND for the calendar year in which the meal/snack is served.

Item 2.
The bidder's price for the additional piece of fruit must be a discount of 69% or more off of the annual federal reimbursement rate for snacks.

EXAMPLE FOR ITEM 2:

(A) Annual Federal Reimbursement Rate for snack $.75	(B) Bidder discount rate must be 69% or more	(C) Bidder's Discount Amount Off Federal Rate (A x B = C)	(A) Annual Federal Reimbursement Rate for snack $.75	(C) Bidder Discount Amount Off Federal Rate	(D) Bidder bid price (A - C = D)
$0.75	69%	$0.52	$0.75	$0.52	$0.23

Item 2. Discount Rate for Additional Piece of Fruit

69 % Discount off of the Annual Federal Reimbursement Rate for snack.
Discount must match (B) below.

Bidder must show calculation in table below.

Calculation for Item 2:

(A) Annual Federal Reimbursement Rate for snack $.75 (for example)	(B) Bidder discount rate. Must match Item 2 above and be 69% or more	(C) Bidder's Discount Amount Off Federal Rate (A x B = C)	(A) Annual Federal Reimbursement Rate for snack $.75	(C) Bidder Discount Amount Off Federal Rate	(D) Bidder price for Item 2. (A - C = D) *
$0.75	69%	$0.52	$0.75	$0.52	$0.23

*Actual Bidder price (D) may change each year as the Federal Reimbursement Rate for snacks changes. Bidder's bid price is the discount submitted for **Item 2, Discount Rate for Additional Piece of Fruit.**

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.	6100004845

Signature of Person Authorized to Sign Proposal

City of San Antonio

Veteran-Owned Small Business Preference Program Identification Form

SOLICITATION NAME/NUMBER: RFCSP 6100004845

Name of Respondent:	Selrico Services, Inc	
Physical Address:	717 W Ashby Place	
City, State, Zip Code:	San Antonio, TX 78212	
Phone Number:	(210)737-8220 ext 301	
Email Address:	RickA@selricoservices.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:	N/A	
Physical Address:	N/A	
City, State, Zip Code:	N/A	
Phone Number:	N/A	
Email Address:	N/A	
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Preference Program Identification Form

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

RESPONDENT'S FULL NAME:

John R. Aleman

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

President

Title

December 12, 2014

Date

This Veteran-Owned Small Business Preference Program Utilization Plan Form must be submitted with the Respondent's proposal.