LOC/jlm
8/6/15
Item No. 5

AN ORDINANCE 2015-08-06-0632

ACCEPTING THE PROPOSAL FROM SELRICO SERVICES, INC., TO PROVIDE EMERGENCY CATERING SERVICES FOR THE OFFICE OF EMERGENCY MANAGEMENT FOR AN ESTIMATED TOTAL COST OF $200,000.00, FUNDED BY THE GENERAL FUND, BUT REIMBURSABLE BY THE TEXAS DIVISION OF EMERGENCY MANAGEMENT.

* * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with emergency catering services for the Office of Emergency Management in the event of natural disasters or other emergency situations; and

WHEREAS, one response was 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 emergency catering services for the Office of Emergency Management 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. The amount up to $200,000.00 will be encumbered upon issuance of purchase orders, and payment is authorized to Selrico Services, Inc. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council. Reimbursement in the amount up to $200,000.00 received from the Texas Division of Emergency Management will be deposited back to the original funding source.

SECTION 3. 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 6th day of August, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 9, 11, 12, 15, 16, 17, 18, 20, 21, 22, 23, 26A, 26B)**
Date:	08/06/2015
Time:	11:05:50 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the proposal from Selrico Services, Inc., to provide emergency catering services for the Office of Emergency Management for an estimated total cost of $200,000.00, funded by the General Fund but reimbursable by the Texas Division of Emergency Management. [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. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

EXHIBIT I

Score Summary

RFCSP Emergency Catering Services for EOC

Overall Consensus	Consensus Scoring	Selrico Services, Inc.
Patrick Zepeda	Y/N	Y
Mark Witherell	Y/N	Y
Rachelle Littlefield	Y/N	Y
Shawn Ury	Y/N	Y
Larry Trevino	Y/N	Y
Average		Yes

CITY OF SAN ANTONIO

FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: RFCSP 15-047; 6100005872

EMERGENCY CATERING SERVICES FOR EOC (OFFICE OF EMERGENCY MANAGEMENT)

Date Issued: APRIL 27, 2015

PROPOSALS MUST BE RECEIVED **NO LATER** THAN:MAY 13, 2015
2:00 PM CST

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

"EMERGENCY CATERING SERVICES FOR EOC (OFFICE OF EMERGENCY MANAGEMENT)"

Proposal Due Date: 2:00 p.m. CST, MAY 13, 2015

RFCSP No.: 15-047; 6100005872

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES
* If YES, the Pre-Submittal Conference will be held on Thursday, April 30th at 2:00 P.M. AT City of San Antonio's Public Safety Headquarters, 2nd Floor Fire Fiscal Conference Room, 315 S. Santa Rosa, San Antonio, TX 78283

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966. Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: David Rodriguez, 210-207-0071, David.Rodriguez3@sanantonio.gov

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 7 hard copies and one copy of the of the proposal 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 May 6, 2015 at 2:00 p.m. Central Time. 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.

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.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Pre-Submittal Conference.

A Pre-Submittal Conference is scheduled for Thursday, April 30th. The Pre-Submittal Conference 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.

A Cisco Meeting Place occurrence has been set up for those that wish to attend the Pre-Submittal Conference by telephone. Prospective Respondents in the local calling area should call (210) 207-8000. Toll-Free access is available by calling 855-850-2672. The Meeting ID is 0637. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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. A proposal response to the RFCSP General Information Form may not exceed 20 pages in length. 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 the Finance Department, Purchasing Division, 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 (1) original, signed in ink, seven (7) copies, and one (1) 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.

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

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

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

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

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

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/ContractsDisclosureForm.pdf

Instructions for completing the 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.

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.

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.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM (VOSBPP TRACKING FORM) - Complete, sign and submit VOSBPP Tracking Form found in this RFCSP as Attachment F.

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.

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.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment G.

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. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. 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:

A. **Experience, Background, Qualifications (30 points)**

B. **Proposed Plan (35 points)**

C. **Price (20 points)**

D. **Small Business Economic Development Advocacy Program (SBEDA) (15 points)**

Certified ESBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% ESBE participation (Prime and/or Subcontractor) will receive_15___evaluation criteria percentage Points.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

The City of San Antonio's Fire Department, Emergency Operations Management Division ("City") is soliciting proposals from a qualified contractor(s) for catering service capable of providing nutritious meals to City of San Antonio employees and emergency workers after an emergency, a disaster or in support of an activation of the City's Emergency Operations Center (EOC), including other non-specified support sites. Although the primary intent of this solicitation is for catering services after a hurricane, catering services may be required during other disasters, such as brush fires, flooding, tornadoes, or other long term emergency events.

To be considered qualified for this contract; Respondents are preferred to have a minimum of three (3) years experience in catering services.

Once proposals submitted for this contract have been reviewed and evaluated, the highest ranked firm will be recommended to City Council for contract award. The awarding ordinance will also contain the estimated funds to be expended over the term of the contract "Authorized Expenditure". The City will not guarantee that the Authorized Expenditure will be spent under the contract.

4.2 SCOPE OF SERVICE

Catering services shall take place at the Emergency Operations Center located at 8130 Inner Circle Drive, San Antonio, TX 78235 or at other non-specified support sites, as directed by EOC director or designee. Contractor shall have access to a break room located within the EOC. Contractor shall have a fully equipped mobile kitchen from which to provide catering services or may utilize ice and steam tables. For events at non-specified support sites, Contractor may utilize tent(s) and tables with ice and steam tables in lieu of mobile kitchen.

For the purposes of this solicitation, "**Event**" shall mean the period of time during a natural disaster or other emergency situation and a period thereafter during which catering services are needed.

Minimum Eligibility Requirements
It is preferred that Respondents have been engaged in providing catering services for a minimum of 3 years, within the last 5 years. Respondent should provide proof of this experience with their proposal submitted.

Respondents must have a dedicated phone and fax line as well as online capabilities to receive requests for emergency services.

Respondents must have 24-hour monitored telephone number to enable SAFD to contact and arrange for catering regardless of the time of day.

PRICING:
Price per meal shall include the cost of the food, the actual labor costs and total cost of doing business, including, but not limited to, the following:

Set-up and tear-down costs
Profit
Travel time
Service charges
Gratuity
Delivery
Potable water
Lodging
Fuel cost (propane, gas, electric, etc.)
Generators
Food products and transportation
All necessary catering and miscellaneous equipment
Refrigeration equipment
Serving items (plates, cups, eating and serving utensils, to go boxes, etc.)
Tools

RESPONSE TIME AND SERVICES:

The City of San Antonio expects Contractor to give "priority" service to any call for services in the City. Due to the nature of this contract all notices given to the Contractor to activate services are considered an "emergency" and must be answered within **one (1) hour** of receiving the call. **Sack meals must be provided within six (6) hours of notice, hot and cold meals must be provided within 24 hours.** Catering services shall continue for the duration of the event or notice to end services. Should the requirement abruptly change, the City will notify the caterer to cancel the services no later than six (6) hours prior to their anticipated arrival.

MEAL SERVICE REQUIREMENTS:
The City of San Antonio expects the supplier to give "priority" to emergency catering services. Supplier must provide meal service twenty-four (24) hours a day, seven (7) days a week, including holidays, for the duration of the Event. Mobile catering services shall be provided as follows, unless written permission is received from the City of San Antonio, Emergency Operations Center Director, or his designee.

For the purpose of this RFCSP mobile catering services shall be as follows:

Breakfast service hours will be from 7:00 a.m. to 9:00 a.m. daily
Lunch service hours will be from 12:00 p.m. to 2:00 p.m. daily
Dinner service hours will be from 6:00 p.m. to 8:00 p.m. daily

Contractor's Responsibilities:
The Contractor shall prepare an adequate quantity of food to serve four (4) meals per day (plus two daily snacks) for the Event period. The City anticipates an initial requirement of up to 500 meals per day. Meals to be served include breakfast, lunch, and dinner served as buffets and midnight meals served as sack meals. Sack meals shall be cold entrées such as a sandwich and accompaniments.

Sack meals shall be prepared no more than two (2) hours prior to serving.

Contractor shall provide the following beverages at each meal. Beverages shall include 12 oz cans of soft drinks – regular and diet (name brand only), coffee, iced tea, bottled water.
Milk and juices shall be served during breakfast only.

The Contractor shall be capable of mobilizing to the designated servicing sites and shall be operational within twenty-four (24) hour's notice.

The Contractor's equipment shall be self sufficient with a backup generator providing power. Contractor shall be responsible for providing its own fuel source, as required, to run its generators.

The Contractor must understand that normal food suppliers in the area may be closed, without power or unavailable for re-supply purposes. The Contractor must ensure arrangements for restocking from outside the immediate area are available.

The Contractor shall provide an adequate number of employees to operate the site to run their catering operation, with the exception of table washers. The City will provide employees to clean the tables during and after meals.

The Contractor shall comply with State and Health rules and regulations as wells as City, State, and Federal Fire regulations. Contractor must provide appropriate hand washing facilities for use by the Contractor's employees and SAFD personnel.

The Contractor shall maintain a valid Health Department Certificate.

Any disposal of waste material and garbage generated from catering services **shall not** be disposed of in any City owned or leased containers. Contractor shall provide containers for disposal of the waste and shall be responsible for removal and final disposal of said containers.

The Contractor shall prepare food and food products offsite and store at recommended temperatures.

Contractor shall report any and all malfunctions or damages to City property immediately.
Furnish all items required for service, including, but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, beverage urns, hot/cold cups, napkins, and ice when needed.

Provide serving containers to keep meals warm or cold as necessary to meet health standard and food palatability.

Contractor shall set-up and be ready for service at least 30 minutes prior to meal time.

Contractor shall remove catering items including but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, within 2 hours of meal end time.

All staff must be uniformed and appropriately attired, as determined solely by City. Serving staff shall wear hairnets or other acceptable hair restraints per health code requirements and plastic gloves when serving foods.

Contractor's personnel are expected to perform in a professional manner, be courteous and cooperative, and have a positive, helpful attitude at all times. Some specific Contractor responsibilities are listed below:

Ensure that employees are neat and clean in fact, as well as in appearance. All employees shall wear ID tags that clearly show the employee's name and identifies the catering service Contractor's company. All food service employees shall wear at all times hair restraints (hair nets or caps or other restraint). Long hair hanging without some type of restraint is not acceptable. At all times, Contractor's employees shall wear aprons, and other apparel required by the FDA Food Code. Single-use, food-grade gloves shall be worn when serving meals.

Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.

NOTE: Violation of any one or a combination of the above requirements may result in suspension, non-renewal and/or partial or complete termination of the contract.

City's Responsibilities:
Provide an estimated count of all meals to be provided at a predetermined site within twelve (12) hours prior to food service time. While every attempt will be made to adhere to this schedule, it may be necessary to order additional meals with very little notice, due to the sporadic nature of emergency incidents.

The count shall be conveyed to the Contractor by the City's "Food Unit Leader" (FUL). For auditing purposes, the Contractor shall count the number of meals served and provide this number to the FUL no later than two (2) hours after the meal is completed. The number of meals counted shall be recorded and reconciled between the FUL and the Contractor at the end of each meal. Only a discrepancy of 10% will be allowed without further questioning. Any other methodology such as formulas, percentages, and Incident Resource Locator Cars are inappropriate ways to determine meal counts and will not be used.

Provide a written 24 hour notice to caterer to shut down operations.

Meals:
Menus: Contractor shall not make changes or substitution to menu on which the pricing is based without prior approval from the City.

Food Preparation: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. No food should contain monosodium glutamate (MSG). All refrigerated foods shall be held and delivered between 33 degrees and 41 degrees Fahrenheit. All hot foods must be held and delivered at or above 140 degrees Fahrenheit.

Nutrition: All meats and poultry shall be USDA approved. Meats shall be graded prime and poultry graded A quality. All other meats shall be of the highest USDA approved quality. Luncheon meats shall be USDA Choice, all natural with no byproducts, not trans fat, no MSG, and low sodium.

Accompaniments/Condiments shall be included in the total cost per person price. Salt, pepper, regular sugar, sugar substitute, mustard, ketchup and mayonnaise shall be provided in individual sealed packets. Up to three (3) choices of salad dressings shall be made available.

Packaging for sack meals shall be suitable for maintaining meals in accordance with local health standards. Container and overlay must have an airtight closure, be of non-toxic material, and either paper or polystyrene foam. Any foam containers or cups shall be manufactured from FDA sanctioned hydro-chlorfluorocarbons (HCFC) blowing agents. Absolutely NO Styrofoam products shall be accepted.

Pricing: All pricing must include delivery and be quoted F. O. B. Destination. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time or location.

MEAL REQUIREMENTS:

The Contractor shall provide appetizing, well balanced, hot and special meals, sack meals, hot and cold meals. All meals shall be served and consumed at the Emergency Operations Center, 8130 Inner Circle, San Antonio, Texas 78235 dining area except for other non-specified support sites, which will be delivered to the FUL at a specified time and place.

All self-service bars shall be monitored and maintained. The Contractor shall have at least one employee trained in safe food handling procedures who is assigned to monitor and maintain the service and meal serving areas for the duration of the meal period. An adequate number of serving tongs and utensils shall be provided. The Contractor shall have the capability to feed and shall feed personnel when requested by the FUL at times other than those established for regular meals.

Minimum quantities, variety and quality standards for standard menu meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs, which vary from the standard menu. Special meals shall have the same quality, food value and equivalent quantity as the standard menu meals. The FUL is responsible for notifying the Contractor of the number of standard and special meals required and the issuing procedure for special meals.

Weekly (7 days) menus shall be submitted within 24 hours of arrival at an incident by the Contractor and approved in advance by the FUL. Subsequent menus shall be submitted 2 days prior to the current weekly menu expiring, for the duration of the incident. The menu shall insure that the variety and content proposed is in accordance with the contract specifications.

Contractor shall post daily menus with portion sizes shall be posted at the dining area. Second helpings at breakfast, lunch or snacks shall not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless the second helping is of a meat item.

STANDARD MENU REQUIREMENTS:
Standard menu items and minimum quantities to be available per person are listed below for each type of meal; i.e., hot breakfasts, hot meals, sack meals, hot dinners, hot and cold meals, and box breakfasts. The food shall meet or exceed the quality and quantity standards cited herein and shall be selected and cooked to minimize health hazards. The quality of food products shall meet or exceed the quality standards.

COLD BREAKFAST

Fresh Fruit or Canned Fruit (no apples or oranges)
Varieties of flaked, toasted, or baked cold cereals and granola
Milk - 1 pint
Chilled 100% Fruit Juice - 5 and ½ oz. (minimum)
Bread and Equivalent Starches – prepackaged breakfast bars, Instant hot cereal biscuits, muffins, rolls, croissants, bagels, and or donuts

COLD BREAKFAST CONDIMENTS (individually packaged)

Butter and margarine
Cream cheese
Jelly or jam
Peanut butter
Salt, Pepper, Sugar, Cream (or substitute), Coffee, Tea and Hot Chocolate.
NOTE: Coffee for hot breakfast meals shall be made available on the twenty-four hour service bar. Coffee for hot and cold can breakfasts shall be made available as approved by the FUL.

HOT BREAKFAST

Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs. (egg-substitute)
Meat - 4 oz. (raw uncooked weight).
Bread or Hot cakes or French Toast or Waffles - or equivalent starch (equal to 3 [1 to 1 and 1/2 oz.] slices of bread).
Instant hot cereal
Potatoes - 6 oz. or equivalent starch
Milk - 1 pint
Fresh Fruit or Canned Fruit (no apples or oranges)
Chilled 100% Fruit Juice - 5 and ½ oz. (minimum)

HOT BREAKFAST CONDIMENTS (individually packaged)

Butter and margarine
Instant hot cereal
Jelly or jam

Peanut butter
Salsa, Salt, Pepper, Sugar, Cream (or substitute), Coffee, Tea and Hot Chocolate.

NOTE: Coffee for hot breakfast meals shall be made available on the twenty-four hour service bar. Coffee for hot and cold can breakfasts shall be made available as approved by the FUL.

SACK MEALS

Regular and vegetarian sack meals shall be provided as ordered by the FUL. Vegetarian sack meals shall at a minimum be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack meals with the exception that no meat, fish or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian meals in lieu of meat, fish or poultry.

Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat or flesh of any kind, but do eat eggs and dairy products. Sub Categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

Sack Meals shall consist of the following items at a minimum:

ENTREE 1 - One Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian)

The meat sandwich shall be wrapped in plastic wrap or plastic bags. The meat sandwich shall contain two 1 to 1 and 1/2 oz. slices of bread. The meat sandwich shall contain a minimum of 3 and 1/2 oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products. Condiments shall be individual packets and not put directly on the bread.

ENTREE 2 - Variety Item Contractors may choose a variety of items for the second entree. However, the second Entree shall contain a minimum of starch (2- 3 oz.) plus a minimum protein of (3 and 1/2 oz.) in the quantity equal to Entree 1. All hand-made second entree items, such as "wraps" or pocket sandwiches, shall be wrapped in plastic wrap or plastic bags (like the meat sandwiches in Entree 1).

NOTE: The FUL may approve the following: For variety on an occasional basis, one super-sized hoagie or submarine (salami or bologna may be used) having a minimum combination of meat and/or cheese weighing 7 ounces used in place of Entree 1 and 2 or two sandwiches as defined for Entree 1 may be used. (Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine sandwich.)

FRUIT

The fruit shall be one apple (minimum size 100 count) or one sweet orange (minimum size 88 count), or other fresh fruit of comparable size. For variety, 2 oz. of factory-wrapped dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit should be substituted for fresh fruit a minimum of once every 3 days but not on a daily basis.

FACTORY-WRAPPED COOKIES –

A minimum of 1.65 ounces of pre-wrapped cookie(s), brownie(s), or granola (or similar) bar(s). For variety a different product should be used every other day.

FRUIT JUICE –

Two individual canned (no glass) 100% pasteurized fruit juices with "pop-top" cans (minimum total of 11 oz.) or non-crushable paper-type containers.

FACTORY-WRAPPED SNACK –

Snacks shall consist of one or a combination of the following: a minimum of 1.65 ounces of factory-wrapped candy bar(s) or bagged candy and/or trail mix, fresh vegetables, pretzels, jerky, shelled nuts, or dried/cured meats and cheeses. Any meat product shall be fully cooked or cured –commercially available and factory wrapped/pre-packaged. Meats shall not be canned. Factory packaged meats such as dried meats, sausage, pepperoni, jerky, etc., are acceptable. Processed cheese and cheese food products are allowed for this item only. The City retains its full right to reject any product offered under this paragraph if the quality of the product is believed to be below retail standards. For variety, a different product shall be used every other day. Exception: Fresh vegetables may be packaged on site for use at that incident.

CONDIMENTS –

A minimum of four individual factory-wrapped packets of condiments appropriate for the entrees being served.

PAPER NAPKIN AND PRE-MOISTEN TOWELETTE – Two each

CHEWING GUM OR MINT –
One stick chewing gum or plastic wrapped hard mint.

TWENTY-FOUR HOUR SERVICE BAR -
The following items will be available in a service bar 24 hours per day at the dining areas with the exception of cold cereal and milk, which shall be available between 6:00 a.m. and 12:00 noon. These items are considered to be included in the daily meal prices. The Contractor has the option of providing additional items on the 24-hour service bar, however these items shall not be priced separately.

Hot Regular Brewed Coffee (regular and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option. A high quality ground or liquid concentrate shall be available. FUL may purchase coffee in large quantities other than a cup; i.e. by the gallon.

Available During Hot Meals. Fresh brewed coffee shall be made available from high quality, ground beans; Columbia or better. Coffee made from beans must be either cooked inside an enclosed structure, or in an enclosed system, that does not lend itself (by nature or design) to any significant amount of contamination from dirt or insects. For the purposes of this specification, enclosed is defined as closed during brewing. There may be a removable lid to add water.

Hot Water.
Hot Chocolate.
Tea Bags (regular and decaffeinated).
Iced Tea (regular and decaffeinated).
Flavored tea may be served in addition to regular tea at the Contractor's option.
Cold Cereal.
Milk. At least 2 types, Whole, 2%, Skim, or Chocolate.

MENU VARIETY
Contractor's Weekly Menus shall be approved by the FUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and breads used in sandwiches, other sack meal entrees, juices and other meal items served. Menus may include a wide variety of recipes. Pre-prepared tray lines after the fourth meal must be approved by the FUL and shall be approved on a limited basis only. If meat is an ingredient of a pre-prepared tray line, the meat portions per meal must meet the minimum meat quantity standard defined in this scope. An additional meat or non-meat protein dish may be necessary to attain the total minimum meat quantity. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used as approved by the FUL. The following are examples of variety options.

Meat

Beef
Steaks - rib, loin, T-bone, New York, sirloin, cubed, filet and pepper steak.
Roast - Prime rib and sliced roast.
Short Ribs - baked, broiled and barbecued.
Ground Beef - lasagna, meat loaf, meatballs in spaghetti sauce and ground beef patties.

Pork
Chops - loin cut, spare-ribs, country style ribs and barbecued.
Roast - sliced and tenderloin.
Ham - sliced.

Poultry
sliced, whole pieces or parts (such as breast, thigh or leg), stew meat, strips and baked or grilled Cornish game hens.

Fish
grilled, baked fillets or steaks.

Processed Meat Items
pastrami, Polish/Italian sausage and corned beef.

Breakfast Meat
ham, bacon, sausage, steak and pork chops.

Eggs
fried, hard-boiled, poached, omelets or scrambled.

Bread and Equivalent Starches

wheat, white, 7-grain, rye, oatmeal, pumpernickel, french, garlic, biscuits, muffins, rolls, croissants, bagels, cornbread, donuts, sourdough, tortilla and pita pocket.

Dry Cereal
Varieties of flaked, toasted, or baked cold cereals and granola.

Hot Cereal
Cream of Wheat, oatmeal and grits, etc.

Vegetables
broccoli, cauliflower, asparagus, corn, peas, green beans, mixed Vegetables, etc.

Potatoes and Equivalent Starches
baked, mashed, fried, boiled, scalloped, rice, stuffing, pasta, beans, sweet potatoes, grits or yams.

Juice
Orange, tomato, grape, V8 ® type, apple, cranberry, pineapple, or 100% juice blends.

Sandwich Meat and/or Cheese
ham, corned beef, roast beef, turkey (regular or smoked), pork, beef pastrami, cheddar, Swiss or smoked cheese.

SALAD BAR -

Salad Toppings
kidney, garbanzo or pinto beans, carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, cottage cheese, beets, olives, peas, tomatoes, eggs, cucumbers, pickles, or other fresh pickled or marinated vegetables.

Prepared Salads
macaroni, carrot and raisin, potato, pea, gelatin, coleslaw, fruit, rice or pasta salads.

Tossed Salad Greens
romaine, endive, green or red leaf, iceberg, butter or cabbage.

Fruit
melons, peaches, grapes, bananas, strawberries, pears, applesauce or seasonal fruit.

Salad Dressings
regular and low/non-fat French, Ranch, Italian, vinaigrette, Thousand Island, Blue Cheese, etc.

Salad Condiments
croutons, wheat nuts, sunflower seeds, crackers and taco chips, carrot and celery sticks, bread sticks, olives, hot peppers, salsa, pudding, etc.

Fruit
navel oranges, tangerines, apples, bananas, grapes, pears, peaches, plums, nectarines, grapefruit, or melons.

Dessert
cakes, cookies, pies, cobblers, puddings, pastries or ice cream

Oils - solids and liquids.

Non-Meat Protein
barbecue beans, vegetarian patty, vegetarian hot dog, tofu, beans, soybean products, quiche, deviled or hard boiled eggs, bean burritos, peanut butter, cheese, tempeh, quinoa, hummus, or equivalent dishes made with a high content of non-meat protein.

Tea
black, herbal, green, and spiced.

COOKING REQUIREMENTS
All foods shall be cooked in such a way as to minimize health hazards in accordance with the requirements below and the current FDA Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health service, Food and Drug Administration.

Ground Meat, and Fresh, Fresh Frozen, Pre-Cooked, and Non-Cured Pork and Fresh, Fresh Frozen, or Pre-Cooked Poultry - All ground meat, fresh, fresh frozen, pre-cooked, and non-cured pork, and fresh, fresh frozen, and pre-cooked poultry shall be cooked well done to the minimum internal temperature defined in the current FDA Food Code or higher with temperature tested in the product's thickest part.
Non-Ground Beef - Roast beef for sandwiches shall be well done and not appear to have a "green sheen". Cubed steak shall be well done. Other beef (such as beef roast or steaks) may be medium rare to well done, as approved by the FUL.

Fresh Eggs - Fresh eggs cooked to order shall be cooked to the minimum internal temperature defined in the current FDA Food Code or higher and temperature tested in their thickest part. Boiled eggs shall be well done. Well-done is hereby defined as the egg yolk and white shall be thoroughly cooked, with no part of the egg appearing partially cooked.

SERVING CONTAINER REQUIREMENTS
Milk - Shall be available in individual cartons, approved milk dispensers, or must be served from cartons or jugs.

Juice - Shall be available in either individual pop-top cans, non-crushable paper/foil-type containers, approved dispensers, or must be served from cartons or jugs.

Desserts - Shall be either served at the serving line, or in individually wrapped dishes, or covered for protection from contamination if served at a dessert bar.

Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers, or original bottles with the exception of salsa and hot peppers.

Bread - Shall either be served at the serving window or at the salad bar with tongs required for serving.

Cold Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

QUALITY STANDARDS
USDA Institutional Meat Purchase Specifications (IMPS) are specified for some items below to clarify required quality standards. Copies of IMPS may be obtained from the USDA, AMS, Livestock and Seed Division, Standardization and Review Branch, Rm 2628 South Building, PO Box 96456, Washington DC 20090-6456. The following minimum quality standards and meal periods for serving (in addition to any applicable IMPS) shall be met:

Meat, Poultry, and Fish
Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4 inch trim, (lower grades of beef, including "no roll/select", are not acceptable), meeting IMPS Series 100. No pump or ingredient injections are allowed in raw products meeting IMPS Series 100. No more than 15% pump in all USDA Choice precooked and/or further processed beef items. Pre-cooked meats should meet IMPS Series 600.

Sausage products shall meet IMPS Series 800.

The term "whole muscle" in this section shall mean whole muscle or sliced from whole muscle. All beef (with the exception of ground beef) shall be USDA Choice. No soy additives shall be included in beef products.

Ground Beef - USDA inspected ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat, meeting IMPS Series 100, item number 136. Need not be USDA Choice.

Pork - USDA inspected, USDA Grades 1-4. Whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump meeting IMPS Series 400 and 500 (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed).

Bacon, smoked, skinless, meeting IMPS series 500.

Sausage products shall meet IMPS Series 800.

SACK MEALS
Beef - USDA inspected, whole/full muscle, flats, top and bottom rounds and eye of the round only cuts allowed). Need not be USDA Choice. Pre-cooked further processed beef, or cured beef such as corned beef or pastrami shall meet IMPS Series 600. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket, which shall not exceed 20% pump.)

SACK MEALS AND DINNERS
Cornish Game Hens (Dinners) - Whole/full muscle, USDA inspected, need not be USDA Grade A.

Poultry (Sack Meals and Dinners) – Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade "A" whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade "A" or equivalent. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the suppliers top quality labels. Acknowledgement of a top-quality (Best Label) and equivalent products does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey must have a maximum of 3 lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. No chunked, chopped and/or formed meat allowed.

Fish (Dinners) - whole muscle steaks or fillets (no chunked, chopped, formed, or pressed fillets allowed).

Dairy Products (Except Cheese, All Meals) - Pasteurized, USDA Grade A or better.

Cheese (All Meals) - Natural cheese. No imitation cheese, cheese product, cheese food, or cheese spread allowed except in factory wrapped – commercially available products like burritos, Hot Pockets®, chimichangas, etc., needed for meals and cold can breakfasts. The Contractor shall use natural cheese if these items are made on-site..

Fresh Shelled Eggs (All Meals) - USDA inspected, USDA Grade A.

Frozen or Liquid Whole Egg (All Meals) - USDA inspected and pasteurized; need not be USDA Grade A.
Canned Vegetables (All Meals) - US No. 1 or better, or equivalent (Grade A), except for canned tomatoes which can be choice (Grade B).

Canned Fruits (All Meals) - Choice (Grade B).

Fresh Fruits and Vegetables (All Meals) - First Quality. When grading is available, fruit in the sack meals must be U.S. No. 1 or better. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases, and crates shall be marked for grade. Marking of containers, cases, or crates after delivery is unacceptable.

Frozen Fruits and Vegetables (All Meals) - Grade A.

Juice (Breakfast and Sack Meals) - 100% fruit juice, pasteurized. 100% vegetable juice/pasteurized.

Dry Cold Cereal (Breakfast)

Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) - Top/first quality. Need not contain USDA Choice red meat or USDA Grade A poultry. All burritos or equivalent containing meat shall be USDA inspected.

Bread (All Meals) – 100% whole wheat, whole grain (cracked or with seeds and grains are acceptable) or enriched white. Diet or "balloon" bread is not allowed.

Coffee (All Meals)

Tea (All Meals) - High quality.

Oil (All Meals) - Pure vegetable oil and/or olive oil.

Prepared Salads (Dinner) - High quality.

Canned Tuna Fish - Dolphin-safe.

Beef Jerky- Sliced dried beef (no processed products).

SACK LUNCH SANDWICHES

Prepared Off-Site - Fresh sandwiches prepared off site shall be approved by the FUL in advance. The sandwiches shall be packaged and dated when made. Pre-prepared Sack Lunch Sandwiches shall not be frozen. The sandwich packages and sack lunch bags shall be stamped or labeled as follows:

Each individually packaged sandwich shall clearly be stamped or labeled by the manufacturer with the date and time sandwiches were prepared as follows: "Prepared on (date and time; i.e. mm/dd, 00:00)."

PRE-PREPARED ITEMS

Frozen pre-prepared items shall not be frozen longer than 45 days or the manufacturer's sell by or expiration date. Any non-frozen items containing a manufacturer's expiration date shall not be used after the expiration date. Pre-prepared Sack Lunch Sandwiches shall not be frozen.

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 DECEMBER 31, 2018.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional, 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

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

All or None Bid.

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

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled "*Emergency Catering for EOC (Office of Emergency Management*" 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. The 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 the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Risk Management Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The 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 Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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 equalivent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the 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 the City, the 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

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

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

Name the 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 the 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 the 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 the City.

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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio 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 the City shall be limited to insurance coverage provided.

Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Temporary Contract Pending Award of Contract by City Council:

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's proposal to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the proposal for award of a contract. City shall provide Respondent advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Respondent's proposal and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this RFCSP. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin

on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Respondent pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this RFCSP, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Respondent's proposal for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Respondent's proposal for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Incorporation of Attachments.

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

Attachment A – Part One – Respondent Questionnaire
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – SBEDA Form(s)
Attachment F – VOSBPP Tracking Form
Attachment G – 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 $50,000; 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.

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, 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 CONTRACTOR 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.

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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR 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.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

_____

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

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

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

_____

_____

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

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

   _____

   _____

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

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

   _____

   _____

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

    _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

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

       _____

       _____

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

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

       _____

       _____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. 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:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three (3) relevant projects of similar size and scope performed over the past five years. Identify associated results or impacts of the project/work performed.

2. Indicate the number of years Respondent has been in the business of providing catering services, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

3. List all catering services that the Respondent has completed with similar size and scope in the last three (3) years.

4. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. 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.

5. Staffing Plan -

   Methodology for standard staffing and staffing for emergency situations beyond normal operating hours.

   Recognition programs for employees who make suggestions for the continuous improvement of product delivery and customer service.

   Provide organizational chart listing key personnel who will be assigned and actively involved in the management and operation of the proposed concessions.

   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 ventures and/or sub-contractors have worked together in the past.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

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

1. Customer Service Plan –

   Describe Respondent's customer service philosophy;

   Methods to continuously monitor customer service, i.e., quality control, responsiveness, client feedback, etc;

   Methods to be used to quickly and efficiently process the City's needs.

2. Food Preparation Space and Equipment –

   Describe cleanliness standards and cleaning schedules, to include grease traps, garbage removal, pest control, and jetting of lines;

   Describe equipment Respondent's has to perform catering services, include equipment maintenance plan
   Describe food delivery methods of prep;

   Describe mobile vending fully equipped mobile kitchen from which Respondent will use to provide catering services or ice and steam tables in lieu of mobile kitchen.

3. Menu Items –

   Please provide a sample menu a typical service for Breakfast, Lunch, Snack and Dinner Meals also provide a sample menu of typical items offered on the 24 hour service bar.

4. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFCSP ATTACHMENT B

PRICE SCHEUDLE FOR EMERGENCY FOOD CATERING SERVICE

Meal Type	Estimated Annual Events	Initial Term – Year 1, 2, & 3 Price Per Meal/Person	Option Year 4 Price Per Meal/Person	Option Year 5 Price Per Meal/Person
Cold Breakfast 50 people or less	3	$		
Cold Breakfast for 51-200 people	3	$		
Cold Breakfast for 201-499 people	3	$		
Cold Breakfast for 500+ people	3	$		
Hot Breakfast for 50 people or less	3	$		
Hot Breakfast for 51-200 people	3	$		
Hot Breakfast for 201-499 people	3	$		
Hot Breakfast for 500+ people	3	$		
Lunch for 50 people or less	3	$		
Lunch for 51-200 people	3	$		
Lunch for 201-499 people	3	$		
Lunch for 500+ people	3	$		
Dinner for 50 people or less	3	$		
Dinner for 51-200 people	3	$		
Dinner for 201-499 people	3	$		
Dinner for 500+ people	3	$		
Sack Meals for 50 people or less	3	$		
Sack Meals for 51-200 people	3	$		
Sack Meals for 201-499 people	3	$		
Sack Meals for 500+ people	3	$		

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/SBO/Forms.aspx)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE

firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories, that is no more than five years old at the time of its original certification as an ESBE or whose annual revenues and number of employees are no greater than 25% of the small business size standards for its Industry as established by the U.S. Small Business Administration, that is actively enrolled in the Mentor-Protégé Program for its Industry (once established by the City), and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE, that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its Industry (once established by the City), whose annual revenues and number of employees are no greater than 25% of the small business size standards for its Industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. <u>SBEDA Program Compliance – General Provisions</u>

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

ESBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (b), this contract is being awarded pursuant to the Emerging SBE (ESBE) Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an ESBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-ESBE firm.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SBEDA Forms

Posted as separate documents.

RFCSP ATTACHMENT F

VOSBPP Tracking Form

Posted as separate documents.

RFCSP ATTACHMENT G

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	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
*SBEDA Form(s) RFCSP Attachment E	
*VOSBPP Tracking Form RFCSP Attachment F	
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 G	
One (1) Original, Seven (7) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

010 - RFCSP EXHIBITS

This page is intentionally left blank.

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.	V10000355
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 ext 141
Fax No.	(210)737-7994
City's Solicitation No.	RFCSP 15 -047, 6100005872

Signature of Person Authorized to Sign Proposal

RFCSP ATTACHMENT B

PRICE SCHEUDLE FOR EMERGENCY FOOD CATERING SERVICE

Meal Type	Estimated Annual Events	Initial Term – Year 1, 2, & 3 Price Per Meal/Person	Option Year 4 Price Per Meal/Person	Option Year 5 Price Per Meal/Person
Cold Breakfast 50 people or less	3	$ 15.00	$16.00	$16.00
Cold Breakfast for 51-200 people	3	$ 15.00	$16.00	$16.00
Cold Breakfast for 201-499 people	3	$ 12.00	$12.00	$13.00
Cold Breakfast for 500+ people	3	$ 12.00	$12.00	$13.00
Hot Breakfast for 50 people or less	3	$ 17.00	$17.00	$18.00
Hot Breakfast for 51-200 people	3	$ 17.00	$17.00	$18.00
Hot Breakfast for 201-499 people	3	$ 14.00	$14.00	$15.00
Hot Breakfast for 500+ people	3	$ 13.00	$13.00	$14.00
Lunch for 50 people or less	3	$ 18.00	$18.00	$19.00
Lunch for 51-200 people	3	$ 17.00	$17.00	$18.00
Lunch for 201-499 people	3	$ 16.00	$16.00	$17.00
Lunch for 500+ people	3	$ 15.00	$15.00	$16.00
Dinner for 50 people or less	3	$ 19.00	$19.00	$20.00
Dinner for 51-200 people	3	$ 19.00	$19.00	$20.00
Dinner for 201-499 people	3	$ 18.00	$18.00	$19.00
Dinner for 500+ people	3	$ 17.00	$17.00	$18.00
Sack Meals for 50 people or less	3	$ 12.00	$12.00	$13.00
Sack Meals for 51-200 people	3	$ 10.00	$10.00	$11.00
Sack Meals for 201-499 people	3	$ 10.00	$10.00	$11.00
Sack Meals for 500+ people	3	$ 10.00	$10.00	$11.00

City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Emergency Catering Services for EOC (Office of Emergency Management), (RFCSP 15-047, 6100005872), Scheduled to Open: May 13, 2015; Date of Issue: April 27, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: April 27, 2015

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

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

1. Cover Page –**Date Issued**, change to read: **APRIL 27, 2015.**

2. Section 003 –**INSTRUCTIONS FOR RESPONDENTS, PART A,** Restrictions on Communication, change to read:

"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 **May 6, 2015 at 2:00 p.m. Central Time.** 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.

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.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*"

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Emergency Catering Services for EOC (Office of Emergency Management), (RFCSP 15-047, 6100005872), Scheduled to Open: May 13, 2015; Date of Issue: April 27, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: May 4, 2015

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

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

1. Add: Pre-Submittal Conference SBEDA Presentation - SBE Prime Contract Program, this document will be posted as a separate file.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On April 30, 2015, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Emergency Catering Services for EOC (Office of Emergency Management). Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: If a vendor is not a certified SBE, does it need to be notated on the HUB Utilization Plan?
Response: It is not a HUB Utilization plan but a Subcontractor/Supplier Utilization Form. Yes, please list all available sources on Attachment E, Subcontractor/Supplier Utilization Form.

Question 2: Does a subcontractor need to be listed on the HUB Utilization Plan if they are not SBE or MWBE certified for compliance purposes? Would they still be part of the RFCSP goal?
Response: Yes, please list all subcontractors on Attachment E, Subcontractor/Supplier Utilization Form. No, they will not be part of the RCSP goal specifically because there is no goal only preference points.

Question 3: If a vendor who submits a response is not SBE, are they still required to fill out the UP Form as a Prime Contractor?
Response: Yes, please complete Attachment E, Subcontractor/Supplier Utilization Form.

Question 4: Has there been any changes to the set-up of the mobile kitchen at the Emergency Operations Center?
Response: There have been no changes, the set-up remains the same.

Question 5: Does the City have a preference in how proposals are submitted? Electronic versus hard copy?
Response: The City has no preference in proposal submission.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Emergency Catering Services for EOC (Office of Emergency Management), (RFCSP 15-047, 6100005872), Scheduled to Open: May 13, 2015; Date of Issue: April 27, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 4, 2015

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

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

1. **Add clause to Section 005:** Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

Date 05 JUN 2015
Company Name SELRICO SERVICES, INC.
Address 717 W ASHBY PLACE
City/State/Zip Code SAN ANTONIO, TX 78212
Signature