

AN ORDINANCE **2008-05-15-0389**

**ACCEPTING THE BID FROM SELRICO SERVICES, INC. TO PROVIDE THE PARKS AND RECREATION DEPARTMENT WITH SUMMER FOOD SERVICES FOR A COST OF \$764,816.70, FROM THE TEXAS DEPARTMENT OF AGRICULTURE FOOD SERVICES NUTRITION GRANT.**

\* \* \* \* \*

**WHEREAS**, bids were submitted to provide the City of San Antonio with summer food services to meet the current requirements of the City of San Antonio Parks and Recreation Department; and

**WHEREAS**, the lowest bid was submitted by Selrico Services, Inc., for a total cost of \$764,816.70; **NOW THEREFORE:**

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

**SECTION 1.** The bid submitted by Selrico Services, Inc. to provide the City of San Antonio with summer food services for a total cost of \$764,816.70 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit I.

**SECTION 2.** The sum of \$764,816.70 was previously appropriated. There is no change to the budget. Fund 2602026002, entitled "2008 Summer Food Program", and Internal Order 126000000152 are hereby designated for use in the accounting for the fiscal transaction of this contract.

**SECTION 3.** The sum of \$764,816.70 is hereby appropriated in the above designated fund and will be disbursed from GL 5304010 entitled "Food". Payment is authorized to Selrico Service, Inc. upon issuance of Purchase Order and receipt of goods contingent upon receipt of grant funding.

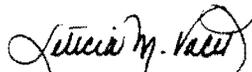
**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions,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

**SECTION 5.** This ordinance shall take effect May 25, 2008.

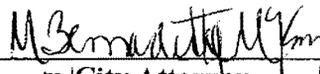
**PASSED AND APPROVED** this 15<sup>th</sup> day of May, 2008.

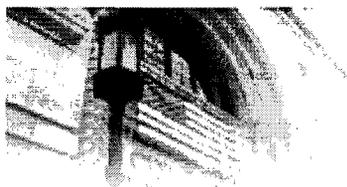
  
M A Y O R  
**PHIL HARDBERGER**

**ATTEST:**

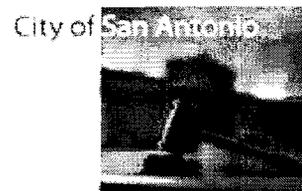
  
City Clerk

**APPROVED AS TO FORM:**

  
City Attorney



Request for  
**COUNCIL**  
ORDINANCE



### Agenda Voting Results - 10

<b>Name:</b>	6, 7, 8, 9, 10, 16A, 16B, 16C, 17, 19, 22, 23, 25, 26, 27, 29, 30A, 30B, 30C, 30D, 30E						
<b>Date:</b>	05/15/2008						
<b>Time:</b>	05:01:17 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid from Selrico Services, Inc. to provide the Parks and Recreation Department with summer food services for a cost of \$764,816.70, from the Texas Department of Agriculture Food Services Nutrition grant. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & Contract Services]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x			x	
John G. Clamp	District 10		x				

**City of San Antonio Bid Tabulation**

Opened: April 11, 2008		Selrico Services, Inc.	True Flavors
For: Summer Food Service Program		717 W. Ashby Pl.	715 Old Hwy 90 West
08-034	JW	San Antonio, TX 78212	San Antonio, TX 78237
		210-737-8220	
Description	Estimated Qty.		
Snack	272,640		
Price Each		\$0.63	\$0.479
Price Total		\$171,763.20	\$130,594.56
Lunch/Supper	268,350		
Price Each		\$2.21	\$2.43
Price Total		\$593,053.50	\$652,090.50
Total		\$764,816.70	\$782,685.06
Total Estimated Award		<b>\$764,816.70</b>	

**Exhibit I**



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

March 25, 2008

TO: ALL QUALIFIED FOOD SERVICE MANAGEMENT COMPANIES

BIDS in triplicate for the City's SUMMER FOOD SERVICE PROGRAM will be received in the office of the City Clerk, 2<sup>nd</sup> Floor City Hall, until **2:00 P.M. on April 11, 2008**, and then publicly opened and read. Bidders may have a representative at the bid opening. The Summer Food Service Program is scheduled to begin June 16, 2008 through August 8, 2008.

Sealed Bids must be addressed to:

MAILING ADDRESS  
CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS  
CITY CLERK  
CITY HALL (Commerce St. & Flores St.)  
100 MILITARY PLAZA, 2<sup>ND</sup> FLOOR  
SAN ANTONIO, TX 78205

For more information contact the Purchasing Department at (210) 207-7260.

ENVELOPE SHOULD BE MARKED:

"BIDS FOR SUMMER FOOD SERVICE PROGRAM"  
BIDS TO BE OPENED: APRIL 11, 2008 AT 2:00 P.M.  
BID NO. 08-034-JW

Paul J. Calapa  
Purchasing & Contracts Administrator  
Purchasing & Contracts Services Department

PC/jaw

**CITY OF SAN ANTONIO  
DEPARTMENT OF PARKS AND RECREATION  
2008 SUMMER FOOD SERVICE PROGRAM  
ATTACHMENT TO THE INVITATION FOR BID AND CONTRACT**

Sealed bids including two (2) copies and one original of the entire packet, subject to the Terms and Conditions of this Invitation for Bid and other contract provisions, will be received at the office of the City Clerk, City Hall until **2:00 p.m. Central Time April 11, 2008.**

The City of San Antonio Purchasing & Contract Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

**BID:** SUBMIT ALL BIDS ON ATTACHED TDA/FND FORM H1628

**PROGRAM INTENT:** The intent of the Summer Food Service Program (SFSP) is to ensure that, during school summer vacation, children are able to receive the same high-quality meals, made available to them, through the National School Lunch Program. The SFSP is sponsored by the City of San Antonio (COSA), funded by the United States Department of Agriculture (USDA) and administered by the Texas Department of Agriculture/Food and Nutrition Division (TDA/FND). Our efforts will provide a lunch and snack to a daily average of 7,235 children at approximately 87 sites.

**87 sites – totaling 268,350 Lunches and 272,640 Snacks.**

**Menu - Hot Lunch and Cold Snack; see attached 11 day cycle menu**

**Approximately 7,235 meals served daily.**

**GENERAL PROVISIONS:** Contractors must adhere to the attached TDA/FND Form H1628 Invitation to Bid and Contract and all its attached provisions. Contractor(s) are not required to be registered with the TDA/FND; however, bidders/contractors must meet State and Local Health Department Inspections and licenses required to prepare and distribute/vend food to the public. All meals served will be a lunch and a PM snack. Meals will be served Monday through Friday, at approximately 11:30 a.m. for lunch and 3:00 p.m. for snack. The quantity of meals served, are estimated based on 2008 SFSP servings and area/site research. Site confirmation will be announced upon receipt of approval by TDA/FND through grant application and City Council. The SFSP will begin June 16, 2008 and operate through August 8, 2008. Meals will not be served on Friday, July 4, 2008. The intent is to serve the same type of meal to all children each day.

Vendors should be advised that quantities are estimates and may increase or decrease as needs change. Vendors should be prepared for daily increases and decreases per site. The major cause of any significant change would be the weather. Award of Bid and Contract is dependent upon site eligibility, bid amount, grant application approval by TDA/FND, City Council and the consideration of any of these factors, so as to seek the most advantageous program for the City. The City has the right to accept or decline any and all bids submitted.

Award will determined by the lowest responsive, responsible bid response received for 08-034, Summer Food Service Program. COSA will not consider any prompt payment discount terms that is less than ten (10) days. Prompt payment discount will not be a factor is determining the award.

**BIDS:**

All bidders, along with the required bid bond and other documents, must submit a Letter of Intent, confirming the facility from which the meals will be prepared and distributed. This facility, must meet approval by the local Health Department and TDA/FND upon the award of the contract. The letter of Intent assures the City that all bidders have attained an approved facility and the City can consider bid

recommendations without concern of the inability of a bidder to locate and approve a SFSP production site after the bid has been awarded.

All bids, cost per meal/item must include all related costs, but not limited to i.e., product, production, staff, delivery, equipment, supplies, storage, etc. **The COSA will not consider any prompt payment discount terms that are less than ten (10) days;** in addition the COSA reserves the right, not to consider any bid where the cost per meal/item exceeds the maximum reimbursement rate per meal as established by the USDA and the TDA/FND. The maximum Federal reimbursement rate for 2008 is \$2.75 for lunch and \$0.64 for snack.

**QUALITY:** It is required that all food components be fresh, ripe, edible and within date of expiration upon time of consumption. Vendor(s)/Contractor(s) must guarantee the high quality of all food products at time of consumption as per contract. **Along with this guarantee, vendors must possess and submit a "CN" label and/or manufacturer's product analysis, specifying the yield of each product's ingredients at the time of the bid.**

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

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

**TEMPERATURE:** Vendor must ensure that, during time of meal preparation, interim storage, transporting, delivering to site and immediately prior to meal service, the maximum and minimum required temperatures are to be maintained as per local Health Department Regulations. Meal units must leave the vendor site in containers that will hold the proper temperature for a four (4) hour window. The Vendor must maintain a log documenting the time of departure and meal temperature. There are no reheating capabilities for meals at the drop off sites.

**DELIVERY:** All meal and snack deliveries are to be made between 11:30 am – 12:30 pm. Vendors must have proper transportation to support the time and delivery schedule. The Vendor driver must remain at the delivery site(s) until meals have been inspected by COSA personnel.

**FLUID COMPONENTS:** Milk, white or chocolate is not to contain more than 1% fat and may not be skim milk or less. Fruit Juice, of one fruit or blend must be 100% fruit juice.

**FRESH FRUIT:** All fruit must be fresh, ripe, ready to eat, not bruised, frozen or crushed.

**SNACKS/CRACKERS/COOKIES:** All snacks, to include but not limited to, cookies, crackers and other one slice bread equivalents must refer to the edible/reimbursable portion required as per the Food Buying Guide provided by the TDA/FND and USDA.

**MEAT:** All meat must be fresh and lean, free from gristle and peppercorns. Meat must not be discolored.

**PACKAGING:** Each meal/lunch will be sanitarly packaged as a single unit to ensure proper distribution to program participants. Snacks/Supplements must be single serving packages and delivered in amounts required. Individual meals delivered in unit packs must be delivered and stored in containers so as to maintain the required temperature until service time. Containers should be adequately sealed to prevent sweating or leaking of any kind. Containers should be able to hold ice and contain any liquid caused by melting. Containers used where sweating and leaking occur will be considered to be sub-standard and unacceptable. Reference: Form 1628, Page 5, 9A.

1. Approved packaging for unitized meals will be:

- a. Individual meal unit with seal-able lids. Meal units may be heat sealed, however heat sealing is not a requirement.
- b. Fiber or recyclable plastic containers wrapped and sealed to prevent crushing or leakage of food onto other food within the container (i.e. ice chest) or leakage within individual food container's,
- c. Container(s) must maintain required temperature until serving time,
- d. Other packaging may be used, only upon written approval by the COSA and TDA/FND. (Approval is required prior to beginning of SFSP. Only the COSA can waive this requirement.)
- e. The transport of all cold or hot products will be, at a minimum, in thermo-insulated containers (ice chests). This has proven to maintain the required temperature better and reduce sweating and leakage.

All hot meals must be in a sectioned container, with the other meal components, which can be sealed to ensure proper sanitation. All meal entree components (lunch) must be packaged into one container. Hot lunch example: Entrée, and vegetables(s). Fresh fruit and bread may be packaged and served individually. Straws, milk, utensils and additional items may be delivered in bulk to include napkins, mustard, ketchup, etc.

**PERFORMANCE BOND:**

Successful Bidder shall provide, **within ten days from request**, a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of 20% of the total bid award. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Successful Bidder shall maintain the bond throughout the term of the contract, and any renewals.

**INSURANCE:**

A) Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing & Contract Services Department, which shall be clearly labeled "*Summer Food Service Program*" in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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 Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) 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 coverage's 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 whereupon City may incur increased risk.

C) A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). Consultant 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. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Purchasing & Contract Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

E) Consultant 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 insured's 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days 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.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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.

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

H) It is agreed that Consultant'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.

I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

**MEAL PRODUCTION RECORDS: Vendor must maintain and make available upon request, daily meal production records, for all food meals prepared, on a daily basis to meet USDA and SFSP standards.**

**CONTRACT DATES: First Serving Date - June 16, 2008                      Last Serving Date – August 8, 2008  
Total serving days = 39**

**INFANT MEALS WILL NOT BE PREPARED OR SERVED TO CHILDREN AGES 0-12 MONTHS OF AGE.**

**PRE-BID CONFERENCE:**

A Pre-Bid Conference will be held at the City Hall Annex Building, Purchasing Conference Room located at 506 Dolorosa, Suite 174, San Antonio, Texas 78205, at 3:00 p.m., **Central Time, on Monday, March 31, 2008.** This meeting place is accessible to disabled persons. The City Hall Annex Building is wheelchair accessible. The accessible entrance is located at 506 Dolorosa. Auxiliary aids and services are available on request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Bid Conference shall be preliminary. A written summary of the Pre-Bid Conference shall contain official responses, if any. Any oral response given at the Pre-Bid Conference that is not confirmed in the written summary of the Pre-Bid Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Written responses will be posted on the City's website at [http://www.sanantonio.gov/pgs/procure/bid\\_oppt.asp](http://www.sanantonio.gov/pgs/procure/bid_oppt.asp) Attendance at the Pre-Bid Conference is optional, but strongly encouraged.

Please confirm attendance of Pre-Bid Conference to:  
Jennifer Wood, Contract Coordinator

City of San Antonio, Purchasing and Contract Services Department

Ph. 210-207-2101

Email: [Jennifer.Wood@SanAntonio.gov](mailto:Jennifer.Wood@SanAntonio.gov)

**Section A**

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

Public reporting burden for this collection of information is estimated to average 39 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

**Sponsor Information**

Name City of San Antonio/General Accounting		Sponsor Agreement Number 1746002070800	
Address (Street, City, State, ZIP Code) P.O. Box 839966 San Antonio, Texas 78283-3966			
Area Code and Telephone No. ( 210 ) 207 - 3020		Contact Person Brenda Burton	

**Contract Dates**

Commencement June 16, 2008	Expiration August 8, 2008
Bid Bond Percentage Required (Sponsor shall insert appropriate percentage from 5% to 10%) 5%	

**Bid Opening**

Bid Issue Date 3/25/08	Bid Number 08-034-JW	Date 4/11/08	Time 2:00 PM Central Time
Location Mailing Address: City Clerk, PO Box 839966, San Antonio, Texas 78283-3966			

**Meal Service Bids**

Sponsor to enter estimated number of meals. Fixed unit price bids to be inserted by the bidder.

	Fixed Unit Price Bid Per Meal	Sponsor's Estimated No. of Meals	Totals
Breakfast .....	\$ _____	X _____	\$ _____
Snack.....	\$ <u>0.63</u>	X 272,640	\$ <u>171,763.20</u>
Lunch/Supper.....	\$ <u>2.21</u>	X 268,350	\$ <u>593,053.50</u>
		Estimated Total	\$ <u>764,816.70</u>

Prompt Payment Discount (To be inserted by the bidder) 1/2 % for payment within 10 days

Performance Bond Percentage Required (State agency shall insert appropriate percentage from 10% to 25%)  
20%

**Bidder Information**

Name <u>Sel Rico Services, Inc</u>		Area Code and Telephone No. ( 210 ) 737 - 8220	
Address (Street, City, State, ZIP Code) <u>717 W. Ashby Place</u>			
Signature (In Ink) <u>John R. Aleman</u>		Name (Print or Type) <u>John R. Aleman</u>	
Title <u>President</u>		Date <u>4/ April 08</u>	

**Acceptance**

Sponsor Signature (In Ink)		Date	Contract Number
Sponsor Name (Print or Type)		Sponsor Title	

Certificate of Independent Price Determination

Section B

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.

Signature of Vendor's Authorized Representative <i>[Handwritten Signature]</i>	Title <i>President</i>	Date <i>4/4/08</i>
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In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative	Date
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(Accepting a bidder's offer does not constitute acceptance of the contract.)

Note: Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

Section C

1. Definitions

As used herein:

- (a.) Bid – the bidder's offer.
- (b.) Bidder – a food service management company submitting a bid in response to this invitation for bid.
- (c.) Contractor – a successful bidder who is awarded a contract by a Sponsor under the SFSP.
- (d.) Food Service Management Company – any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the SFSP regulations. Food service management companies may be: (a) public agencies or entities; (b) private, non-profit organizations; or (c) private, for profit companies.
- (e.) Invitation for Bid (IFB) – the document where the procurement is advertised. In the case of this Program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- (f.) Sponsor – the Service Institution which issues this IFB.
- (g.) Unitized Meal – an individual proportioned meal consisting of a combination of foods meeting the SFSP pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.

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

2. Submission of Bids

- (a.) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- (b.) Bids must be executed and submitted in **triplicate**. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

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**Section C (continued)**

- (c.) Bids over \$100,000 shall include a bid bond in the amount of five (5) % of bid price. (Sponsor shall insert appropriate percentage from 5% to 10%.) Sponsor should also insert the percentage on the IFB/Contract Face Sheet. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

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

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

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

**3. Explanation to Bidders**

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

**4. Acknowledgement of Amendments to IFBs**

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

**5. Bidders Having Interest in More Than One Bid**

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

**6. Time for Receiving Bids**

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

**7. Errors in Bids**

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

**8. Award of Contract**

- (a.) The contract will be awarded to that responsible bidder whose bid is lowest and conforms to the specifications of the IFB.  
(b.) The Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.  
(c.) The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.  
(d.) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

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

- (a.) Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mail not later than the fifth calendar day prior to the specified date (e.g. a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).  
(b.) Any modification or withdrawal of bid is subject to the same conditions as in (a) above, except with withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.  
(c.) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).  
(d.) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.

**Scope of Services**

**Section D**

- (A) USDA regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- (B) Contractor agrees to deliver unitized meals \* inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part of hereof, subject to the terms and conditions of this solicitation.
- (C) All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. Food Service Management Companies may prepare unitized meals, with or without milk, for use in Summer Food Service Program.
- (D) Contractor shall furnish meals as ordered by Sponsor during the period of \*\* June 16, 2008 to \*\* August 8, 2008. Meals are to be served \*\*\* five (5) days a week, as specified in Schedule A.

\* Insert "inclusive" or "exclusive" as applicable.

\*\* Sponsor shall insert contract commencement date and expiration date.

\*\*\* Sponsor shall insert appropriate number of serving days.

**Unit Price Schedule and Instructions**

**Section E**

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

\* Sponsor should indicate whether or not milk should be included in the meals/supplements.

2. Evaluation of Bids will be performed as follows:

Determine the grand total bid for each bidder by totaling the bids for each meal type from Schedule(s) D. Bidders calculations will be checked prior to totaling.

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

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

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

5. Evaluation of Bidders: Each bidder will be evaluated on the following factors:

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

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

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

The Sponsor reserves the right to increase or decrease the number of meals ordered on a \*\*\* 24 hour notice, or less if mutually agreed upon between the parties to this contract.

7. Meals-Cycle Change Procedure: Meals will be delivered on a daily basis in accordance with menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

\*\* Insert mutually agreed day

\*\*\* Sponsor shall insert appropriate number of serving days.

**Section E (continued)**

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

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

9. Specifications

(A) Packaging:

1. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.
2. Cold Meals Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
3. Cartons – Each carton to be labeled. Label to include:
  - a. Processor's name and address (plant).
  - b. Item Identity, meal type.
  - c. Date of production.
  - d. Quantity of individual units per carton.
4. Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:  
Straw, napkin, spork and or other utensils as needed. Refer to schedule B.

(B) Food Preparation:

Meals shall be prepared in accordance with State and local health standards.

(C) Food Specifications:

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

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

**General Conditions**

**Section F**

1. Delivery Requirements

- A. Delivery will be made by the contractor to each site in accordance with the order from the Sponsor.
- B. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed in Schedule A.
- C. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- D. The Sponsor reserves the right to add or delete food service sites by amendment of the initial lists approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225.5 (dX2) of the SFSP regulations). The Sponsor shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within  
24 hours or less.

2. Supervision and Inspection

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

**Section F (continued)**

**3. Recordkeeping**

- A. Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the contractor, one for the site personnel and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by Sponsor's designee at the site.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the Sponsor's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

**4. Method of Payment**

The contractor shall submit its itemized invoices to the Sponsor \*\* weekly in compliance with Section 225.5(hx2xiv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The Sponsor shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the Sponsor.

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

**5. Inspection of Facility**

- A. The Sponsor, the State agency and USDA reserve the right to inspect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

**6. Performance Bond Requirement**

The successful bidder shall provide the Sponsor with a performance bond in the amount of \*\*\* twenty (20) % of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The Bond shall be furnished not later than ten days following award of the contract.

**7. Insurance**

State agencies will furnish sponsors their state insurance requirements to insert herein.

**8. Availability of Funds**

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

**9. Number of Meals and Delivery Times**

The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the Sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

**10. Emergencies**

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

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the contractor a least \*\*\*\*\* 24 hours notice or less if mutually agreed upon between the parties to this contract.

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

\*\* Sponsor shall insert "weekly," "bi-weekly" or "monthly."

\*\*\* Insert percentage required by the State, but not less than 10% of the contract price and not more than 25%.

\*\*\*\* Sponsor shall set time in accordance with Stage agency instructions.

\*\*\*\*\* Insert same number as in Section F-1.D.

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**Section F (continued)**

**11. Termination**

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

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

- B. The Sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract. If it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to an officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the Sponsor shall be entitled to (1) pursue the same remedies against the contractor as it could pursue in the event of the breach of the contract by the contractor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. The right and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**12. Subcontractors and Assignments**

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

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

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**General Provisions**

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**Section G**

Equal Opportunity

"The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments."

Clean Air and Water

If this contract is in excess of \$100,000, the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

U. S. Department of Agriculture

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –  
 Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 125-19, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(Before completing certification, read instructions at the bottom of this page.)**

- (1.) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name <i>Selrico Services, Inc</i>	PR/Award Number or Project Name <i>08-034-JW</i>
Name of Authorized Representative <i>John R. Aleman</i>	Title of Authorized Representative <i>President</i>
Signature of Authorized Representative <i>[Signature]</i>	Date <i>4/4/08</i>
Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative	Date

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Schedule A

U. S. Department of Agriculture – Food and Nutrition Service

Site Information List

Summer Food Service Program

Sponsor Name City of San Antonio	Contact Person Brenda Burton	Area Code and Telephone No. ( 210 ) 207 - 3020
Address (Street, City, State, ZIP Code) P. O. Box 839966 San Antonio, Texas 78283-3966		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
<b>SEE ATTACHED SITE INFORMATION LIST</b>					Breakfast			
					AM Supplement			
					Lunch			
					PM Supplement			
					Supper			
					Breakfast			
					AM Supplement			
					Lunch			
					PM Supplement			
					Supper			
<input type="checkbox"/>	<input type="checkbox"/>				Breakfast			
<input type="checkbox"/>	<input type="checkbox"/>				AM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Lunch			
<input type="checkbox"/>	<input type="checkbox"/>				PM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Supper			
<input type="checkbox"/>	<input type="checkbox"/>				Breakfast			
<input type="checkbox"/>	<input type="checkbox"/>				AM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Lunch			
<input type="checkbox"/>	<input type="checkbox"/>				PM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Supper			
<input type="checkbox"/>	<input type="checkbox"/>				Breakfast			
<input type="checkbox"/>	<input type="checkbox"/>				AM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Lunch			
<input type="checkbox"/>	<input type="checkbox"/>				PM Supplement			
<input type="checkbox"/>	<input type="checkbox"/>				Supper			

**Instructions for Completion of Schedule A  
Site Information List**

1. Enter sponsor's name in upper left-hand corner.
2. Use correct street address for all sites listed.
3. Check "Yes" if site has adequate refrigeration to store all meals ordered and could receive early deliveries.
4. Under columns (1) and (2), enter the beginning and ending dates for meal service at each site.
5. Under column (3), enter the total number of days meals will be served at each site.
6. Enter in column (6) beside the appropriate meal type, the average number of each type of meal that is estimated to be served each day at the site. For example, if a site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 (11,000 ÷ 44). Do not insert the maximum number that will be served on a particular day during the summer.
7. Enter in column (8) the result of column (3) times column (5).
8. Enter in column (7) the delivery time for each meal type.

When estimating the Average Meals Served Per Day (Column (5)), use the average from the prior summer if the site was in operation at that time.

Since Schedule A must be completed well in advance of the application deadline, it is recognized that changes will occur in the data by the time the program begins. However, be as accurate as possible since the data is used by the vendor to arrive at his bid prices. The vendor awarded the bid will accept changes after the bid opening.

**SAN ANTONIO PARKS AND RECREATION DEPARTMENT  
2008 SUMMER FOOD SERVICE PROGRAM  
LUNCH/SNACK ESTIMATES BY SITE**

<b>PLAY ZONE PROGRAM COSA COMMUNITY CENTERS (27)</b>		<b>SITE ADDRESS</b>		<b>ZIP CODE</b>	<b>Max Lunches</b>	<b>Max Snacks</b>	<b>Council District #</b>	<b>Operating Dates</b>	<b>Operating Days</b>	<b>Total Max Lunches</b>	<b>Total Max Snacks</b>	
1	Bode Community Center	900	Rigsby	(10)	85	85	3	June 16-Aug 9	39	3,315	3,315	
2	Copernicus Community Center	5003	Lord Road	(20)	135	135	2	June 16-Aug 9	39	5,265	5,265	
3	Cueilar Community Center	5626	San Fernando	(37)	110	110	6	June 16-Aug 9	39	4,290	4,290	
4	Dawson Community Center	2500	E. Commerce	(03)	85	85	2	June 16-Aug 9	39	3,315	3,315	
5	Denver Heights Community Center	300	Porter Street	(10)	110	110	2	June 16-Aug 9	39	4,290	4,290	
6	Dorie Miller Community Center	2802	Martin Luther King	(20)	75	75	2	June 16-Aug 9	39	2,925	2,925	
7	Fairchild Tennis Center (Park)	1214	Crockett	(02)	50	50	2	June 16-Aug 9	39	1,950	1,950	
8	Fr. Roman Community Center	11030	Ruidosa	(14)	85	85	3	June 16-Aug 9	39	3,315	3,315	
9	Frank Garrett Community Center	1226	N.W. 18th	(07)	85	85	1	June 16-Aug 9	39	3,315	3,315	
10	Garza Community Center	5627	Mira Vista	(28)	135	135	7	June 16-Aug 9	39	5,265	5,265	
11	Gill Community Center	7902	Westshire	(27)	85	85	4	June 16-Aug 9	39	3,315	3,315	
12	Hamilton Community Center	10700	Nacogdoches	(17)	135	175	10	June 16-Aug 9	39	5,265	6,825	
13	Harlandale Community Center	7227	Briar	(21)	110	110	3	June 16-Aug 9	39	4,290	4,290	
14	Lincoln Community Center	2915	E. Commerce	(03)	110	110	2	June 16-Aug 9	39	4,290	4,290	
15	Meadowcliff Community Center	1240	Pinn Road	(27)	85	85	6	June 16-Aug 9	39	3,315	3,315	
16	Melendrez Community Center	5919	W. Commerce	(37)	85	85	7	June 16-Aug 9	39	3,315	3,315	
17	Miller's Pond Community Center	6075	Old Pearsall Rd.	(42)	135	135	4	June 16-Aug 9	39	5,265	5,265	
18	Normoyle Community Center	700	Culberson	(25)	110	150	5	June 16-Aug 9	39	4,290	5,850	
19	Palm Heights Community Center	1201	W. Malone	(25)	110	110	5	June 16-Aug 9	39	4,290	4,290	
20	Ramirez Community Center	1011	Gillette Blvd.	(24)	100	100	4	June 16-Aug 9	39	3,900	3,900	
21	San Juan Community Center	2307	S. Calaveras	(07)	135	135	5	June 16-Aug 9	39	5,265	5,265	
22	South San Community Center	2031	Quintana Rd	(11)	85	85	5	June 16-Aug 9	39	3,315	3,315	
23	Southside Lions Community Center	3100	Hiawatha	(10)	110	150	3	June 16-Aug 9	39	4,290	5,850	
24	Tobin Community Center	1900	W. Martin	(07)	110	110	1	June 16-Aug 9	39	4,290	4,290	
25	Ward Community Center	435	E. Sunshine	(28)	85	85	7	June 16-Aug 9	39	3,315	3,315	
26	Woodard Community Center	1011	Locke St.	(08)	110	110	2	June 16-Aug 9	39	4,290	4,290	
27	Yates Community Center	528	Rasa	(27)	85	85	4	June 16-Aug 9	39	3,315	3,315	
<b>Participant Total</b>					<b>2,740</b>					<b>Lunch/Snack Total</b>	<b>106,860</b>	<b>111,540</b>

**SAN ANTONIO PARKS AND RECREATION DEPARTMENT  
2008 SUMMER FOOD SERVICE PROGRAM  
LUNCH/SNACK ESTIMATES BY SITE**

	<b>Kid Quest Sites (24)</b>	<b>SITE ADDRESS</b>		<b>ZIP CODE</b>	<b>Max lunches</b>	<b>MAX SNACKS</b>	<b>Council District #</b>	<b>Operating Dates</b>	<b>Operating Days</b>	<b>Total Max Lunches</b>	<b>Total Max Snacks</b>	
	<b><u>Edgewood ISD</u></b>											
1	Gardendale Elementary School	1731	Dahlgreen St.	(37)	100	100	6	July 7-Aug 8	25	2,500	2,500	
2	Henry B. Gonzalez Elementary School	2803	Castroville Rd.	(37)	100	100	6	June 16-Aug 8	39	3,900	3,900	
3	L.B. Johnson Elementary School	6515	W. Commerce	(27)	100	100	7	June 16-Aug 8	39	3,900	3,900	
4	Las Palmas Elementary School	115	Las Palmas	(37)	100	100	5	June 16-Aug 8	39	3,900	3,900	
5	Loma Park Elementary School	400	Aurora Dr.	(28)	100	100	7	July 7-Aug 8	25	2,500	2,500	
6	Perales Elementary School	1507	Ceralvo St.	(37)	100	100	6	July 7-Aug 8	25	2,500	2,500	
7	Roosevelt Elementary School	3823	Fortuna	(37)	100	100	5	June 16-Aug 8	39	3,900	3,900	
8	Stafford Elementary School	611	SW 36th St.	(37)	100	100	6	July 7-Aug 8	25	2,500	2,500	
9	Winston Elementary School	2525	S. Gen. McMullen Dr.	(26)	100	100	5	June 16-Aug 8	39	3,900	3,900	
	<b><u>Harlandale ISD</u></b>											
10	Carrol Bell Elementary School	2717	Pleasanton Rd	(21)	100	100	3	June 16-Aug 8	39	3,900	3,900	
11	Columbia Heights Elementary School	1610	Fitch Ave.	(11)	100	100	4	June 16-Aug 8	39	3,900	3,900	
12	Gilbert Elementary School	931	E. Southcross	(14)	100	100	3	June 16-Aug 8	39	3,900	3,900	
13	Gillette Elementary School	625	Gillette Blvd.	(21)	100	100	3	June 16-Aug 8	39	3,900	3,900	
14	Morrill Elementary School	5200	South Flores St.	(14)	100	100	3	June 16-Aug 8	39	3,900	3,900	
15	Schulze Elementary School	9131	Yeti Drive	(21)	100	100	3	June 16-Aug 8	39	3,900	3,900	
16	Stonewall-Flanders Elementary	804	Stonewall St.	(11)	100	100	5	June 16-Aug 8	39	3,900	3,900	
17	Vestal Elementary School	1111	W. Vestal	(21)	100	100	4	June 16-Aug 8	39	3,900	3,900	
	<b><u>South San ISD</u></b>											
18	Dwight Middle School	2454	W. Southcross	(11)	125	125	5	June 16-Aug 8	39	4,875	4,875	
19	Five Palms Elementary School	7138	Five Palms Dr.	(42)	100	100	4	June 16-Aug 8	39	3,900	3,900	
20	Price Elementary School	245	Price Ave.	(11)	100	100	4	June 16-Aug 8	39	3,900	3,900	
21	Robert C. Zamora Middle School	8638	Larkia Lane	(24)	100	100	4	June 16-Aug 8	39	3,900	3,900	
22	Shepard Middle School	5558	Ray Ellison Dr.	(42)	125	125	4	June 16-Aug 8	39	4,875	4,875	
	<b><u>Non-School Sites</u></b>											
23	Lockwood Community Center	700	N. Olive	(02)	75	75	2	June 16-Aug 8	39	2,925	2,925	
24	Our Lady of Sorrows	3107	N. Saint Mary's St.	(12)	100	100	1	June 16-Aug 8	39	3,900	3,900	
	<b>Participant Total</b>				<b>2,425</b>			<b>Lunch/Snack Total</b>		<b>88,975</b>	<b>88,975</b>	

**SAN ANTONIO PARKS AND RECREATION DEPARTMENT  
2008 SUMMER FOOD SERVICE PROGRAM  
LUNCH/SNACK ESTIMATES BY SITE**

	<b>INDEPENDENT ORGANIZATIONS (36)</b>	<b>SITE ADDRESS</b>		<b>Zip Code</b>	<b>Max Lunches</b>	<b>Max Snacks</b>	<b>Council District #</b>	<b>Operating Dates</b>	<b>Operating Days</b>	<b>Total Max Lunches</b>	<b>Total Max Snacks</b>
1	American Sunrise Learning Ctr.	2007	W. Commerce	(07)	40	40	5	June 16-Aug 8	39	1,560	1,560
2	Antioch Village Learning Center	1514	Upland Rd. #315	(19)	35	35	2	June 16-Aug 8	39	1,365	1,365
3	Costa Biscaya Apts. (Agape)	5100	Eisenhauer	(18)	25	25	2	June 16-Aug 8	39	975	975
4	Costa Cadiz Apts. (Agape)	2819	S.W. W.W. White Rd	(22)	25	20	2	June 16-Aug 8	39	975	975
5	Dove Valley Apts. (Agape)	4980	USAA Blvd.	(40)	15	15	8	June 16-Aug 8	39	585	585
6	George Gervin Technology Center	3030	E. Commerce	(20)	25	0	2	June 16-Aug 8	39	975	975
7	George Gervin Youth Center/Academy	6903	Sunbelt Dr. South	(18)	30	30	2	June 16-Aug 8	39	1,170	1,170
8	Igniting The Harvest Christian Church	142	Cupples Rd.	(37)	70	70	5	July 14-July 18	5	350	350
9	Inman Christian Center	1214	Colima St.	(07)	50	50	5	June 16-Aug 8	39	1,950	1,950
10	Inner City Development	1300	Chihuahua St.	(07)	100	100	5	June 16-Aug 1	34	3,400	3,400
11	La Escuela de las Americas	111	N. Sabinas	(07)	75	50	1	June 16-Aug 1	34	2,550	2,550
12	McGimsey Boy Scout Park	10810	Wedgewood	(13)	250	250	10	July 15-July 18	4	1,000	1,000
13	Oak Manor/Oak Village Learning Center	2330	Austin Hwy	(18)	60	60	2	June 16-Aug 3	34	2,040	2,040
14	Palo Alto College (Leadership Institute)	1400	W. Villaret Blvd.	(24)	150	150	4	June 16-Aug 8	39	5,850	5,850
15	Radiance Academy Shekinah	1305	SW Loop 410	(27)	50	0	6	June 16-July 8	16	800	800
16	Rancho Sierra Apartments	1327	Mission Grande	(21)	35	35	3	June 16-Aug 8	39	1,365	1,365
17	River City Christian Church	5810	Blanco Rd.	(16)	30	30	1	June 16-Aug 8	39	1,170	1,170
18	Rosemont at Bethel Place	535	Acme Rd.	(37)	30	30	6	June 16-Aug 8	39	1,170	1,170
19	Rosemont at Highland Park	1303	Rigsby	(10)	30	30	2	June 16-Aug 8	39	1,170	1,170
20	Rosemont at Miller's Pond	6200	Old Pearsall Rd.	(37)	30	30	4	June 16-Aug 8	39	1,170	1,170
21	Rosemont at Palo Alto Apts	10127	State Highway 16 S	(24)	30	30	4	June 16-Aug 8	39	1,170	1,170
22	Rosemont At University Park Apts.	102	Emerald Ash	(21)	30	30	3	June 16-Aug 8	39	1,170	1,170
23	Salvation Army-Peacock Center	615	Peacock	(01)	125	125	7	June 16-Aug 8	39	4,875	4,875
24	St. John Bosco Church	5630	W. Commerce	(37)	150	150	6	June 16-Aug 1	34	5,100	5,100
25	St. Leo's the Great School	119	Octavia Pt.	(14)	40	40	5	June 16-June 27	10	400	400
26	St. Philip's College (K-8 Summer Academy)	4547	Lord Road	(20)	180	180	2	June 16-Aug 8	39	7,020	7,020
27	Texas Interfaith - Union Pine Apts.	1707	Pleasanton Rd.	(21)	35	35	3	June 16-Aug 8 MWF Only	23	805	805
28	Texas Interfaith - Whitefield Place Apts.	4622	Clark Ave.	(23)	35	35	3	June 16-Aug 8 MWF Only	23	805	805

**SAN ANTONIO PARKS AND RECREATION DEPARTMENT  
2008 SUMMER FOOD SERVICE PROGRAM  
LUNCH/SNACK ESTIMATES BY SITE**

<b>INDEPENDENT ORGANIZATIONS (36)</b>		<b>SITE ADDRESS</b>		<b>Zip Code</b>	<b>Max Lunches</b>	<b>Max Snacks</b>	<b>Council District #</b>	<b>Operating Dates</b>	<b>Operating Days</b>	<b>Total Max Lunches</b>	<b>Total Max Snacks</b>
29	Texas Interfaith - Wurzbach Manor	4363	Dean Pannill Dr.	(29)	35	35	8	June 16-Aug 8 MWF Only	23	805	805
30	Texas Interfaith- Union Park Apts.	4622	S. Hackberry	(23)	35	35	3	June 16-Aug 8 MWF Only	23	805	805
31	Texas Interfaith-Mullen Square Apts.	537	N. General McMullen	(28)	35	35	6	June 16-Aug 8 MWF Only	23	805	805
32	The Reserve at Pecan Valley (Agape)	4032	E. Southcross	(22)	30	30	3	June 16-Aug 8	39	1,170	1,170
33	The Rock of Revelation Church	4714	Roosevelt	(23)	80	0	3	June 30-July 3	4	320	320
34	West Ave. Community Center	3747	West Avenue	(13)	25	15	1	June 16-Aug 8	39	975	585
35	West End Baptist Manor Apt.	934	SW 35th St. #108	(37)	20	20	6	June 16-Aug 8	39	780	780
36	YWCA	503	Castroville Rd.	(37)	30	30	5	June 16-Aug 8	39	1,170	1,170
<b>Participant Total</b>					<b>2,070</b>				<b>Lunch/Snack Total</b>	<b>59,765</b>	<b>59,375</b>

An additional 12,750 total lunches and 12,750 snacks are added to the total for sites that may join after the bid and grant application has been submitted.

Estimated Total Children Participating    7,235  
Confirmed Sites                                    87

Confirmed Site Lunches                                    255,600  
Potential Site Lunches                                    12,750  
Maximum Total Projected Lunches                                    268,350

Confirmed Site Snacks                                    259,890  
Potential Site Snacks                                    12,750  
Maximum Total Projected Snacks                                    272,640

**Schedule B**

**Summer Food Service Program**

**Menu Cycle\***

\* Sponsor shall attach a menu cycle for each site.

**SUMMER FOOD SERVICE PROGRAM  
HOT LUNCH MENU 2008**

<b>Eleven (11) Day Cycle Menu</b>					<b>City of San Antonio Summer Food Service Program</b>				
<b>Day 1</b>		<b>Day 2</b>		<b>Day 3</b>		<b>Day 4</b>		<b>Day 5</b>	
<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>	
Hot Dog, 2 oz Tater Tots, 1/2 cup Carrots, 1/2 cup 1 Hot Dog Bun Ketchup & Mustard PC Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil		Cooked Ground Beef w/, 2 oz. Spaghetti, 1cup Tomato Sauce, 1/2 cup Peas, 1/2 cup Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil		Chicken Nuggets, 3 oz. Macaroni/Cheese 1/2 cup Green Beans, 1/2 cup Orange, 1/2 cup (138) Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil		Beef & Bean, 2 oz. Burrito, 1 bread Corn, 1/2 cup Banana, 1/2 cup (150) Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil		5.5 oz. Cheese Pizza (Cheese-2 oz.) (Crust-1 Bread) Celery/Carrot Sticks, 1/2 cup Apple, 1/2 cup (138) Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil	
<b>Snack</b>		<b>Snack</b>		<b>Snack</b>		<b>Snack</b>		<b>Snack</b>	
Animal Crackers Exhibit A Group -B (25 gm or 0.9 oz.) 100% Orange Juice (6 oz.)		Vanilla Wafers Exhibit A Group -C (31 gm or 1.1 oz) 100% Orange Juice (6 oz.)		Oatmeal Cookie Glazed Exhibit A Group -D (50 gm or 1.8 oz) 100% Orange Juice (6 oz.)		Pretzels Exhibit A Group -C (31 gm or 1.1 oz) 100% Orange Juice (6 oz.)		Honey Graham Cracker Exhibit A Group -B (25 gm or 0.9 oz.) 100% Orange Juice (6 oz.)	
<p><b>ALL BREAD COMPONENTS - SEE EXHIBIT - A</b>  <b>VENDOR MUST DOCUMENT THE FOOD WITH CHILD NUTRITION LABELS (CN) OR BY MANUFACTURER'S ANALYSIS SHEET</b></p>									

**SUMMER FOOD SERVICE PROGRAM  
HOT LUNCH MENU 2008**

<b>Eleven (11) Day Cycle Menu</b>					<b>City of San Antonio Summer Food Service Program</b>				
<b>Day 6</b>		<b>Day 7</b>		<b>Day 8</b>		<b>Day 9</b>		<b>Day 10</b>	
<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>		<b>Lunch</b>	
Chopped BBQ Beef, 3 oz. Pinto Beans, 1/2 cup Corn, 1/2 cup Wheat Hamburger Bun, 1 serving Exhibit A		Carne Guisada Cooked Beef w/, 3 oz. Spanish Rice, 1/2 cup Carrots, 1/2 cup Banana, 1/2 cup (150) Exhibit A		Chicken Nuggets, 3 oz. Macaroni/Cheese 1/2 cup Green Beans, 1/2 cup Orange, 1/2 cup (138) Exhibit A		Corn Dog, 2 oz., 1 bread Tater Tots, 1/2 cup Pork-n- Beans, 1/2 cup Ketchup & Mustard PC Exhibit A		Cheese, 2 oz. Pizza, 1 Bread Celery/Carrot Sticks, 1/2 cup Apple, 1/2 cup (138) Exhibit A	
1 % Milk 1/2 Pint (8 oz.)		1 % Milk 1/2 Pint (8 oz.)		1 % Milk 1/2 Pint (8 oz.)		1 % Milk 1/2 Pint (8 oz.)		1 % Milk 1/2 Pint (8 oz.)	
Napkin, Straw, Utensil		Napkin, Straw, Utensil		Napkin, Straw, Utensil		Napkin, Straw, Utensil		Napkin, Straw, Utensil	
<b>Snack</b>		<b>Snack</b>		<b>Snack</b>		<b>Snack</b>		<b>Snack</b>	
Animal Crackers Exhibit A Group -B (25 gm or 0.9 oz.) 100% Orange Juice (6 oz.)		Vanilla Wafers Exhibit A Group -C (31 gm or 1.1 oz) 100% Orange Juice (6 oz.)		Oatmeal Cookie Glazed Exhibit A Group -D (50 gm or 1.8 oz) 100% Orange Juice (6 oz.)		Pretzels Exhibit A Group -C (31 gm or 1.1 oz) 100% Orange Juice (6 oz.)		Honey Graham Cracker Exhibit A Group -B (25 gm or 0.9 oz.) 100% Orange Juice (6 oz.)	
<p><b>ALL BREAD COMPONENTS - SEE EXHIBIT - A</b>  <b>VENDOR MUST DOCUMENT THE FOOD WITH CHILD NUTRITION LABELS (CN) OR BY MANUFACTURER'S ANALYSIS SHEET</b></p>									

**SUMMER FOOD SERVICE PROGRAM  
HOT LUNCH MENU 2008**

<b>Eleven (11) Day Cycle Menu</b>		<b>City of San Antonio Summer Food Service Program</b>		
<b>Day 11</b>				
<b>Lunch</b>				
Cooked Beef Pattie, 2 oz Wheat Hamburger Bun, 1 serving Corn, 1/2 cup Orange, 1/2 cup (138) Lettuce, Tomato, Pickle Mayo & Mustard PC  Exhibit A  <b>1 % Milk</b> 1/2 Pint (8 oz.)  Napkin, Straw, Utensil				
<b>Snack</b>				
Animal Crackers Exhibit A Group -B (25 gm or 0.9 oz.) 100% Orange Juice (6 oz.)				
<b>ALL BREAD COMPONENTS - SEE EXHIBIT - A</b> <b>VENDOR MUST DOCUMENT THE FOOD WITH CHILD NUTRITION LABELS (CN) OR BY MANUFACTURER'S ANALYSIS SHEET</b>				

Schedule C

Summer Food Service Program

USDA Required Meal Patterns

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each child. Except as otherwise provided in Section 225.16(b) of the SFSP regulations, the following table presents the minimum requirements for meals served to children in the Program.

**Breakfast**

Milk ..... 1 cup  
Fluid Milk ..... (1/2 pint)

Vegetables and Fruits

Vegetables and/or fruits or ..... 1/2 cup  
full strength vegetable or fruit juice ..... 1/2 cup  
(Or an equivalent quantity of any combination of vegetables, fruits and juices)  
Juices cannot be served with milk

Bread and Bread Alternates

Bread (Whole-grain or enriched) or ..... 1 slice

Bread Alternates (whole-grain or enriched):

combread, biscuits, rolls, muffins, etc. or ..... 1 serving  
cooked pasta or noodles products or ..... 1/2 cup  
cooked cereal grains, such as rice,  
corn grits, or bulgur or ..... 1/2 cup  
(whole-grain, enriched, or fortified):  
cooked cereal or cereal grains or ..... 1/2 cup  
cold dry cereal ..... 3/4 cup or 1 ounce (whichever is less)

(or an equivalent quantity of a combination of bread or bread alternates)

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**(Optional) Serve as often as possible:**

Meat and Meat alternates ..... 1 ounce

(See lists under Lunch or Supper)

**Schedule C (continued)**

**Snack (Supplemental Food)**

Choose two items from the following four components:

Meat and Meat Alternates

Lean meat or poultry or fish or ..... 1 ounce (edible portion as served)

Meat Alternates:

Cheese or ..... 1 ounce  
Egg or ..... 1 large  
Cooked dry beans or peas or ..... ¼ cup  
Peanut butter or other nut or seed butters or ..... 2 tablespoons  
nuts and/or seeds or ..... 1 ounce  
Yogurt (plain, sweetened, or flavored) ..... 4 ounces  
(or an equivalent quantity of any combination of meat or meat alternates)

Vegetables and Fruits

Vegetables and/or fruits or ..... ¾ cup  
full strength vegetable or fruit juice ..... ¾ cup  
(Or an equivalent quantity of any combination of vegetables, fruits and juices)  
Juices cannot be served with milk

Bread and Bread Alternates

Bread (Whole-grain or enriched) or ..... 1 slice

Bread Alternates (whole-grain or enriched):

cornbread, biscuits, rolls, muffins, etc. or ..... 1 serving  
cooked pasta or noodle products or ..... ½ cup  
cooked cereal grains, such as rice, corn grits, or bulgur or ..... ½ cup  
(whole-grain, enriched, or fortified):  
cooked cereal or cereal grains or ..... ¾ cup  
cold dry cereal ..... ¾ cup or 1 ounce (whichever is less)

(or an equivalent quantity of a combination of bread or bread alternates)

Milk ..... 1 cup  
Fluid Milk ..... (1/2 pint)

**Schedule C (continued)**

**Lunch or Supper**

Milk ..... 1 cup  
Fluid Milk ..... (1/2 pint)

Meat and Meat Alternates

Lean meat or poultry or fish or ..... 2 ounces (edible portion as served)

Meat Alternates:

Cheese or ..... 2 ounces  
Egg or ..... 1 large  
Cooked dry beans or peas or ..... 1/2 cup  
Peanut butter or other nut or seed butters or ..... 4 tablespoons  
nuts and/or seeds ..... 1 ounce = 50% \*  
(or an equivalent quantity of any combination of meat or meat alternates)

Vegetables and Fruits

Vegetables and/or fruits (2 or more selections for a total of 1/4 cup) or ..... 3/4 cup  
full-strength vegetable or fruit juice ..... 3/4 cup  
(or an equivalent quantity of any combination of vegetables, fruits and juice)  
Juice may not be counted to meet more than 1/2 of this requirement.

Bread and Bread Alternates

Bread (Whole-grain or enriched) or ..... 1 slice  
Bread Alternates (whole-grain or enriched):  
cornbread, biscuits, rolls, muffins, etc. or ..... 1 serving  
cooked pasta or noodle products or ..... 1/2 cup  
cooked cereal grains, such as rice corn grits, or bulgur ..... 1/2 cup  
(or an equivalent quantity of a combination of bread or bread alternates)

\* No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

**Note:** The serving sizes of food specified in the meal patterns are minimum amounts. If the administering agency approves the sponsor to serve smaller portion sizes to children under 6 years, the sponsor must meet the meal patterns specified in the Child Care Food Program (CCFP) regulations. You can obtain copies of these regulations from your State agency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service Program regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum program requirements.

**EXHIBIT A**  
**Grains/Breads for the Food-Based Menu Planning**  
**For the Child Nutrition Programs\***

**Group A**

1 serving = 20 gm or 0.7 oz  
 3/4 serving = 15 gm or 0.5 oz  
 1/2 serving = 10 gm or 0.4 oz  
 1/4 serving = 5 gm or 0.2 oz

Breading Type Coating  
 Bread Sticks (hard)  
 Chow Mein Noodles  
 Crackers (saltines and snack crackers)  
 Croutons  
 Ice Cream Cones\*\* (waffle, sugar, plain)  
 Pretzels (hard)  
 Rice Cakes  
 Stuffing (dry) **Note:** weights apply to bread in stuffing

**Group B**

1 serving = 25 gm or 0.9 oz  
 3/4 serving = 19 gm or 0.7 oz  
 1/2 serving = 13 gm or 0.5 oz  
 1/4 serving = 6 gm or 0.2 oz

Bagels  
 Batter Type Coating  
 Biscuits  
 Breads (white, wheat, whole wheat, French, Italian)  
 Buns (hamburger and hotdog)  
 Crackers (graham -all shapes, animal crackers)  
 Egg Roll Skins  
 English Muffins  
 Pita Bread (white, wheat, whole wheat)  
 Pizza Crust  
 Pretzels (soft)  
 Rolls (white, wheat, whole wheat, potato)  
 Tortillas (wheat or corn)  
 Tortilla Chips (wheat or corn)  
 Taco Shells

**Group C**

1 serving = 31 gm or 1.1 oz  
 3/4 serving = 23 gm or 0.8 oz  
 1/2 serving = 16 gm or 0.6 oz  
 1/4 serving = 8 gm or 0.3 oz

Cookies\*\* (plain)  
 Cornbread  
 Corn Muffins  
 Cream Puffs (served as entree)  
 Cream Puffs\*\*\* (served as dessert)  
 Croissants  
 Dumplings  
 Graham Crackers (thinly glazed/iced)  
 Hush Puppies  
 Pancakes  
 Pie Crust (dessert pies\*\*, fruit turnovers\*\*\*, and meat/meat alternate pies)  
 Popovers  
 Puff Pastry (served as entree)  
 Puff Pastry\*\*\* (served as fruit turnover)  
 Sopapillas\*\*  
 Waffles

**Group D**

1 serving = 50 gm or 1.8 oz  
 3/4 serving = 38 gm or 1.3 oz  
 1/2 serving = 25 gm or 0.9 oz  
 1/4 serving = 13 gm or 0.5 oz

Boston Brown Bread  
 Cookies\*\* (plain, thinly glazed/iced)  
 Doughnuts\*\*\* (cake and yeast raised, unfrosted)  
 Fruit or Vegetable Breads (banana, zucchini, etc.)  
 Granola Bars\*\*\* (plain)  
 Muffins (all, except corn)  
 Sweet Rolls\*\*\* (unfrosted)  
 Toaster Pastries\*\*\* (unfrosted)

### Group E

1 serving = 63 gm or 2.2 oz  
3/4 serving = 47 gm or 1.7 oz  
1/2 serving = 31 gm or 1.1 oz  
1/4 serving = 16 gm or 0.6 oz

Cookies\*\* (with nuts, raisins, chocolate pieces and/or fruit purees)  
Doughnuts\*\*\* (cake and yeast raised, frosted or glazed)  
French Toast  
Grain Fruit Bars\*\*\*  
Granola Bars\*\*\* (with nuts, raisins, chocolate pieces and/or fruit)  
Sweet rolls\*\*\* (frosted)  
Toaster Pastries\*\*\* (frosted)

### Group F

1 serving = 75 gm or 2.7 oz  
3/4 serving = 56 gm or 2.0 oz  
1/2 serving = 38 gm or 1.3 oz  
1/4 serving = 19 gm or 0.7 oz

Cake\*\* (plain, unfrosted)  
Coffee Cake\*\*\*

### Group G

1 serving = 115 gm or 4.0 oz  
3/4 serving = 86 gm or 3.0 oz  
1/2 serving = 58 gm or 2.0 oz  
1/4 serving = 29 gm or 1.0 oz

Brownies\*\* (plain)  
Cake\*\* (all varieties, frosted)

### Group H

1 serving = 1/2 cup cooked (or 25 grams dry)

Barley  
Breakfast Cereals (cooked)\*\*\*\*  
Bulgur or cracked wheat  
Macaroni (all shapes)  
Noodles (all varieties)  
Pasta (all shapes)  
Ravioli (noodle only)  
Rice (enriched white or brown)  
Wild Rice

### Group I

1 serving = 3/4 cup or 1 oz, whichever is less

Ready to eat breakfast cereal (cold dry)\*\*\*\*

- \* Some of these foods, or their accompaniments may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.
- \*\* Allowed only for desserts in the NSLP under the enhanced food-based menu planning system and supplements (snacks) served under the NSLP, SFSP, and CACFP.
- \*\*\* Allowed only for desserts in the NSLP under the enhanced food-based menu planning system and supplements (snacks) served under the NSLP, SFSP, and CACFP, and for breakfasts served under the SBP, SFSP, and CACFP.
- \*\*\*\* Refer to the appropriate handbook for the correct serving size for supplements served to children age 1 through 5 in the NSLP; breakfasts served under the SBP; and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast. Cereals may be whole-grain, enriched or fortified.

Schedule D

Sponsor City of San Antonio
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Unit Price Schedule

Instructions:

Vendor: Complete Items (d) and (a) for each meal type.

Sponsor: Complete Items (a) – (c) for each Meal Type.

Total Meals X Cost = Total Cost.

(a) Meal Type (i.e., Lunch)	(b) Average Daily Meals Needed <sup>1</sup>	(c) Total Number of Meals <sup>2</sup>	(d) Unit Cost <sup>3</sup>	(e) Total Bid
			\$	\$

Adjustments

If the average daily meals billed is less than the average daily meals needed (per Item (b) above), a one-time adjustment to the unit price will be made as follows:

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

**Example:** If the average daily meals billed ÷ by the "average daily meals needed" (Item (b) above) = .82 or 82%, multiply the "unit cost" (Item (d) above) by 1.05.

The contractor will invoice the sponsor at the 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast or supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher "adjustment" will be reflected in the final statement from the vendor.

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

1. Obtained from Columns (3) and (5), Schedule A, by dividing total meals for each specific meal type by the greatest number of days operated by a site in Column (3).
2. Obtained from Schedule A by totaling Column (5) for each specific meal type.
3. Unit cost specified is that cost based on 100% Average Meals Needed Per Day.

Schedule D-1

Sponsor City of San Antonio
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**Summary Bid Sheet**

Meal Type	Total Number Meals	<sup>1</sup> Unit Cost	Total
Breakfast		\$	\$
AM Supplement		\$	\$
Lunch	268,350	\$	\$
PM Supplement	272,640	\$	\$
<b>Total</b>	<b>540,990</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup>Unit cost must be identical to those unit costs listed on the Unit Price Schedule (Schedule D).



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM I

**SUBJECT:** Invitation For Bid 08-034 Summer Food Service Program, scheduled to open April 11, 2008;  
Date of issue March 25, 2008.

**FROM:** Paul Calapa, Purchasing & Contract Administrator

**DATE:** 4/7/2008

This notice shall serve as Addendum No. I to the above-referenced Formal Invitation for Bid and shall become part of the original Bid package and must be returned with bid on or before the due date.

**THE ABOVE MENTIONED INVITATION FOR FORMAL INVITATION FOR BID 08-034 SUMMER FOOD SERVICE PROGRAM IS HEREBY AMENDED AS FOLLOWS:**

**CLARIFICATION/REMINDER:** All meals must be individually unitized. Refer to ITB 08-034 Specifications, Packaging, (pg. 2)

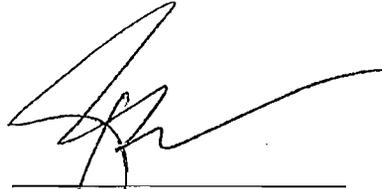
**PACKAGING:** Each meal/lunch will be sanitarly packaged as a single unit to ensure proper distribution to program participants. Snacks/Supplements must be single serving packages and delivered in amounts required. Individual meals delivered in unit packs must be delivered and stored in containers so as to maintain the required temperature until service time. Containers should be adequately sealed to prevent sweating or leaking of any kind. Containers should be able to hold ice and contain any liquid caused by melting. Containers used where sweating and leaking occur will be considered to be sub-standard and unacceptable. Reference: Form 1628, Page 5, 9A.

1. Approved packaging for unitized meals will be:
  - a. Individual meal unit with seal-able lids. Meal units may be heat sealed, however heat sealing is not a requirement.
  - b. Fiber or recyclable plastic containers wrapped and sealed to prevent crushing or leakage of food onto other food within the container (i.e. ice chest) or leakage within individual food container's,
  - c. Container(s) must maintain required temperature until serving time,
  - d. Other packaging may be used, only upon written approval by the COSA and TDA/FND. (Approval is required prior to beginning of SFSP. Only the COSA can waive this requirement.)
  - e. The transport of all cold or hot products will be, at a minimum, in thermo-insulated containers (ice chests). This has proven to maintain the required temperature better and reduce sweating and leakage.

All hot meals must be in a sectioned container, with the other meal components, which can be sealed to ensure proper sanitation. All meal entree components (lunch) must be packaged into one container. Hot lunch example: Entrée, and vegetables(s). Fresh

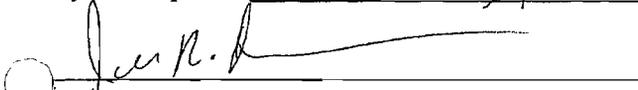
fruit and bread may be packaged and served individually. Straws, milk, utensils and additional items may be delivered in bulk to include napkins, mustard, ketchup, etc.

**\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***



Paul J. Calapa  
Purchasing & Contract Administrator  
Purchasing & Contract Services Department

Date 4/9/2008  
Company Name Sal Rico Services, Inc  
Address 717 W. Ashby Pl  
City/State/Zip Code San Antonio, TX

  
Signature