

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: 552-T24345

**Parks & Recreation
Department –
Purchasing Section**

NIGP CODE:

961-38, 962-40

**SOLICITATION DUE
DATE/TIME:**

October 26, 2012 at 2:00 P.M., CST

SUBMITTAL LOCATION:

**City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002**

DESCRIPTION:

CHILD CARE AND ADULT CARE FOOD PROGRAM

**PRE-PROPOSAL
CONFERENCE:**

<i>Date</i>	<i>Time</i>
October 12, 2012	10:00 A.M.

<i>Location</i>
HPARD 2999 S. Wayside Dr., Sam Houston Conference Room, Houston, TX 77023

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

**Solicitation Contact Person:
Walter Guthrie**

Name

walter.guthrie@houstontx.gov

E-Mail Address

**Director, Parks & Recreation
Department**

Sept 24, 2012

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

- 1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (6) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Parks and Recreation Department, Contract and Procurement Section Buyer, Walter Guthrie, telephone: 832.395.7042, fax: 832.395.9514, or e-mail (preferred method to): walter.guthrie@houstontx.gov, no later than October 19, 2012 at 3:00 p.m. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

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6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

- 8.1 It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Offeror(s).

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Secretary and the City Purchasing Agent. A pre-award protest of the RFP shall be received by the City Secretary and the City Purchasing Agent prior to the contract award date. A post-award protest of an awarded contract shall be filed within seven (7) days after the protester knows, or should have known, the basis or outcome of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

10.0 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED:

- 10.1 Neither Offeror(s) nor any person acting on Offeror(s)'s behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the Proposal evaluation committee, any appointed or elected official or employee of the City of Houston, their families or staff members.

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All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the RFP. Upon issuance of the RFP through the pre-award phase and up to the award of a contract, aside from Offeror's formal response to the RFP, communications publically made during the official pre-bid conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the Proposal evaluation committee, if any, neither Offeror(s) nor persons acting on their behalf shall communicate with any member of the Proposal evaluation committee, appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Offeror. However, nothing in this paragraph shall prevent Offeror from making public statements to the City Council body convened for a regularly scheduled session after the Proposal evaluation committee has made its official selection and presented same to Council for action.

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about December 17, 2012 for a term of one (1) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for four (4) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City of Houston Parks and Recreation Department Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the Director and/or designee.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 25.0 Proposer is encouraged to propose key type inspections that may be established prior to commencement of the contract. These inspection(s) shall be confirmed by written reports issued by the Proposer.
- 26.0 Contractor shall be required to show professional handling of food products, packaging, and refrigeration during transportation, and quality control. Failure to meet the basic requirements outlined under this program at anytime during the program period shall be deemed to be in default of the standards established supporting the program.
- 27.0 Certification Regarding Debarment, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions.
Each responsive bidder must include a certification statement with each bid to ensure the Institution does not enter into a contract with a debarred or suspended company or individual. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

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- 28.0 An Institution may rely upon the certification statement submitted by a bidder unless Institution personnel know the certification is in error. In such cases, the Institution should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.
- 29.0 Certification/Disclosure Requirements Related to Lobbying —the contractor will need to complete the certification and if applicable, the Disclosure of Lobbying Activities form when the contract is in excess of \$100,000.
- 30.0 Contract and specifications should be reviewed by TDA staff prior to solicitation of bids. Review may take up to four weeks.

GENERAL TERMS AND CONDITIONS
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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 A description of the indemnification event in reasonable detail,

2.1.2 The basis on which indemnification may be due, and

2.1.3 The anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

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- 3.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 3.2.1.1 \$500,000 per occurrence
 - 3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 3.2.2 Workers' Compensation:
 - 3.2.2.1 Amount shall be statutory amount
 - 3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
- 3.2.3 Automobile Liability (See Note Below):
 - \$1,000,000 Combined Single Limit per occurrence
 - Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 3.2.4 Employer's Liability:
 - 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
 - 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
 - 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability (USE ONLY If Applicable)
 - 3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate
- 3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

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3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH**

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NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **18%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

6.0 HIRE HOUSTON FIRST:

- 6.1 **Designation as a City Business or Local Business**

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6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative-- Pursuant to Chapter --- of the Local Government Code

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 PROCUREMENT TIMELINE/SCHEDULE:

8.1 Listed below are the important and estimated completions dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	October 5, 2012
Pre-Proposal Conference	October 12, 2012
Questions from Proposers Due to City	October 19, 2012
Proposals Due from Offeror(s)	October 26, 2012
Notification of Intent to Award (<i>Estimated</i>)	November 23, 2012
Council Agenda Date (<i>Estimated</i>)	December 12, 2012
Contract Start Date (<i>Estimated</i>)	December 17, 2012

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Child and Adult Care Food Program

1.0 PURPOSE

- 1.1 The purpose of this Request for proposal (RFP) is to solicit proposals from qualified contractors for the Child and Adult Care Food Program sponsored by the City of Houston.

2.0 BACKGROUND

- 2.1 The Child and Adult Care Food Program is a Child and Adult Care Food Program (CACFP) at-risk afterschool program (hyperlink for USDA at Risk booklet: http://www.fns.usda.gov/cnd/care/Publications/pdf/At-Risk_Afterschool_Handbook.pdf) federally funded supper program for underprivileged children annually scheduled during the school year (not including summer months). The program will provide a nutritional supper and supplement to approximately 1,500 children on a daily basis at 60 sites within the City of Houston, reference Attachment "A".

3.0 CONTRACTOR

- 3.1 The Contractor must have someone on call during the hours of 10:00 a.m. to 6:00 p.m. Monday through Friday to resolve any operational problems, and accept emergency requirements.
- 3.2 The Contractor must be registered with the Texas Department of Agriculture; must be certified by the City of Houston's Health & Human Services Department and must show proof of food service and Contractor's certification.
- 3.3 The Contractor must maintain a commissary within the Greater Houston Metropolitan Area, staffed with qualified service personnel, and have adequate stock of supplies necessary to handle the service portion of this Contract. No omission in these specifications shall be construed as relieving the Contractor of its responsibility to perform work in accordance with sound food handling practices.
- 3.4 The Contractor's plant facilities must be adequate for food preparation with approved license certification certifying that the facilities meet all applicable State and local health, safety and sanitation regulations/standards.

4.0 DATA RELEVANT TO SERVICES IS AS FOLLOWS:

- 4.1. Approximately 1,500 children will participate in the program each school period (not including summer months).
- 4.2 The meal program may begin December 17, 2012 and may continue through May 30, 2013. For each renewal period after 2013, the meal program shall begin and end on dates as may be set by the Director and provided in writing to the Contractor.
- 4.3 The entire program will operate at approximately 60 sites throughout the City of Houston. The Contractor shall provide services to the sites set forth in Attachment "A". The number and location of sites will vary with minor adjustments.

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- 4.4 The Contractor shall be required to furnish and operate four (4) refrigerated trucks (minimum) to service the 60 feeding sites within the City. It is estimated that one (1) refrigerated truck will be capable of servicing 15 sites per day.
- 4.5 Fruit must be different than juice served the same day.

5.0 Suppers, Meals shall be served in accordance with the specifications listed below, Attachments "A" Sites, "B" Menu and "B1" Policy Alert.

- 5.1 Each individual meal shall be sanitarilly packed as a single unit. Each meal must be separate to ensure proper distribution to program participants.
- 5.2 All sandwiches shall be individually machine wrapped and heat-sealed with the minimum amount of air around food product in an impermeable wrapper that provides ultra-violet light protection. The wrapper shall be of the design to minimize air volume and air space, as well as product discoloration of meat products.
- 5.3 Pre-Approved packaging for the unitized supper shall be:
- a. Individual boxed with closeable lids that can be resealed, or
 - b. Fiber or recyclable plastic containers over-wrapped and sealed to prevent crushing of food in the containers, or
 - c. Meal packs.**
- **No paper bags and individual plastic sandwich zip lock bags shall be accepted.**
- 5.4 Suppers must be maintained and delivered at 40 degrees or less.
- 5.5 Every Wednesday the Contractor shall meet with program administrators to report the number of suppers and supplements delivered, served, and disallowed during the previous week.
- 5.6 All suppers shall be prepared fresh within 24 hours of delivery, and delivered in refrigerated trucks. Other methods used for delivery and care of storage of food products prior to serving not mentioned above must be approved by the Director before their use. No "wet ice" will be accepted under this program due to its cross-moisture contamination properties to food products and their containers.
- 5.7 All foods shall be of top quality, fresh and prepared in an environmentally controlled sanitary setting in order to maintain optimum freshness at the time of packaging and to minimize/reduce bacteria exposure caused by airborne particles.
- 5.8 Condiments shall be of the individually serving type packages that are sealed normally by the manufacturer's authorized packaging company, i.e. ketchup, mustard, mayonnaise and relish. No condiments will be allowed if packaged otherwise.
- 5.9 Shelf life of all products served shall be at a minimum of 1/3 less the number of days listed on the packaging as an expiration date, i.e.; milk, cheese, bread and condiments. Shelf life shall be the manufacturer's stated shelf life.
- 5.10 Bread classified as day old or past expiration date is not acceptable and shall not be provided. **Meals served in which the bread is considered aged, stale, hard, or too moist by the site coordinator will not be accepted.**

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- 5.11 The Director or his/her designee reserves the right to decrease or re-schedule suppers and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.
- 5.12 Meal packs shall be packaged in 3 to 4 part compartmentalized containers with an impermeable sealed plastic film cover with each compartment being individually sealed. The impermeable sealed compartmentalized containers, defined based on normal handling, to ensure freshness, prevent cross contamination/binding of the products stored within, and capable of allowing for at least one-day meal. Individual compartments are for meats, cheeses, crackers, and sauces are required. Dinner packs unsealed, or seals showing signs of being punctured and/or torn at time of delivery will not be accepted.
- 5.13 Sandwiches, wraps and corn dogs need to be individually machine heat-sealed. Corn dogs must not have sticks in them, nor will sticks be provided due to choking hazard if swallowed by small child.
- 5.14 Raisins and nuts must be provided in individually sealed serving boxes and or bags, which is normally associated with the growers/manufacturer's packaging representatives (meals served with loose raisins or nuts will not be accepted). This requirement is to prevent cross contamination of the products which may need to be pulled due to a child's allergy condition.
- 5.15 Fruit cups and sauce containers will be individual vacuum-sealed containers and must be of the type normally associated with growers/manufacturer's packaging representatives. No individual serving containers with snap closure lids will be accepted.
- 5.16 Suppers shall be screened and subject to testing by the Director or his/her designee during the initial contract term and any renewal term(s).

6.0 SUPPLEMENTS (SNACKS)

- 6.1 Contractor must also provide approximately 1,500 supplements per day.
- 6.2 Supplements shall consist of one juice in carton with a straw and one snack per the 10-day supplement menu.
- 6.3 Supplements shall be delivered to each site.
- 6.4 Supplements must be single serving packages delivered in bulk case form.

7.0 DELIVERIES

- 7.1 All deliveries must be made between noon and 2:00 p.m each day (Monday through Friday). In the event of an unforeseen emergency circumstance, the Contractor shall make contact by telephone 1) the impossibility of on-time delivery and 2) circumstances precluding delivery. The Coordinator has the authority to approve an extra 15-minute delivery time provided the lunches are delivered, distributed and completed within the scheduled time.

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- 7.2 The Director or his/her designee will order suppers, and supplements daily (Monday through Friday) by 4:30 p.m. Orders will include breakdown totals for each site.
- 7.3 The Director or his/her designee reserves the right to decrease or re-schedule suppers, and supplements due to inclement weather or other unforeseen circumstances three (3) hours before delivery time at each site.
- 7.4 All delivery documents must contain a minimum of 3 part forms, typed or printed legibly. Xerox copies will not be accepted.

8.0 CUSTOMER SERVICE

- 8.1 The Contractor shall make citizen satisfaction a priority in providing services under this Agreement. The Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. The Contractor's employees must be clean, courteous, neat and efficient in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's sole discretion, Contractor is not interacting in a positive and polite manner with citizens, the Director may terminate this Agreement without further notice. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

9.0 MEAL SCHEDULE

- 9.1 The Contractor shall obtain meal orders daily by assessing the Department's network. The Contractor's connectivity requirements consist of a PC and a modem running Windows Professional 2000 with CADET infoconnect software installed. This software will allow access to the Parks Department's MAPPER application. The Contractor shall have its own software program to manipulate the data provided in the text file that will be downloaded onto its PC via MAPPER. The data will change daily and must be retrieved within a given time period that will be designated by the Director. No orders will be provided by email, fax, or a hard copy paper system.
- 9.2 Upon receipt of the Notice-to-Proceed to begin performance on this contract, the Contractor shall be responsible for sending one individual to Mapper training with a computer service representative from the City of Houston Parks & Recreation Department's Information Technology Section. This individual will be trained by a city employee to retrieve Daily Meal orders via the Parks & Recreation Department's MAPPER application. It shall be the Contractor's responsibility to subsequently train any other Contractor personnel. The City of Houston Parks and Recreation Department will only be responsible for the training of one Contractor employee.
- 9.3 The sites shall order suppers and supplements daily for next scheduled delivery date (Monday through Friday) by 4:30p.m. Orders shall include breakdown totals for each site.

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10.0 STANDARDS

- 10.1 All meals furnished must meet or exceed United States Department of Agriculture requirements set out in 7 Code of Federal Regulations, section 226.20 and in Schedule C, attached hereto and made a part hereof.
- 10.2 Provisions for this RFP are stated as per the State of Texas and outlined under the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR, Part 226) as sets forth in the terms and conditions applicable to the proposed procurement. **All terms, forms requirements, specifications and conditions can be found at the following website:**

www.snptexas.org.

11.0 PACKAGING

- 11.1 All Provisions for packaging for this RFP are stated as per the State of Texas and outlined under the Child and Adult Care Food Program. All terms, forms requirements, specifications and conditions can be found at the following website:

www.snptexas.org.

The following specifications apply to this program:

- 11.1.1 Each individual supper shall be sanitarily packed as a single unit. Each supper must be separate to ensure proper distribution to program participants.
- 11.1.2 All Sandwiches shall be individually vacuum packaged (removal of air around food product and sealing the sandwich in an impermeable package) to insure proper sanitation, freshness and waterproofness.
- 11.1.3 All vacuum packaged foods shall be top quality, fresh and prepared in a sanitary method in order to reach optimum freshness.
- 11.1.4 Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic.
- 11.1.5 Cartons - Each carton shall be labeled. Label to include:
 - 11.1.5.1 Processor's name and address (plant);
 - 11.1.5.2 Item identity, meal type;
 - 11.1.5.3 Date of production; and
 - 11.1.5.4 Quantity of individual units per carton.
- 11.1.6 Meals shall be delivered with the following nonfood items: condiments, straws, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

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12.0 SITE INSPECTIONS

- 12.1 A site inspection shall be performed prior to award of a contract where the food supporting this program will be prepared and packaged. The inspection will be conducted by the City of Houston Health Department. **Proposers may be given a list of violations if any are found by the Health Department. Proposer(s) shall provide a plan of action in their proposal.**
- 12.2 Adequacy of facilities, equipment and its staff to produce the required volume.

13.0 MEAL PREPARATION/PACKAGING

- 13.1 Packaging will be evaluated on a comparative basis, using the State's requirements and the specifications in the contract as a standard.
- 13.2 Adequacy of trucks and their refrigeration ability to maintain meals at the required temperature. If trucks are to be leased, the Proposer shall identify the leasing company and type of refrigeration truck that will be leased under of the Proposal Submission Package.
- 13.3 All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture 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.
- 13.4 Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk...". Milk delivered hereunder shall conform to these specifications.

14.0 SAFETY

- 14.1 Within thirty (30) days after receipt of the Notice to Proceed (NTP), the Contractor shall submit an emergency procedures plan for the Department's approval. This plan shall contain procedures in advance for all foreseeable emergency situations including but not limited to, customer safety, personal injuries, sickness, rowdiness, vandalism, intoxication, fire smoke, power outage, etc.
- 14.2 The Contractor shall immediately report all accidents and safety incidents by telephone and/or E-mail to the Director or his/her designee. In addition, the Contractor shall report all accidents and safety incidents in writing to the Department within four (4) hours of constructive knowledge of said accidents or incidents arising out of or in connection with the services hereunder, which result in injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or damages are caused, the same shall be reported immediately by telephone to the Director or his/her designee.
- 14.3 The report shall include a complete description of the accident or safety incident including an explanation of what occurred, the probable cause and the actions taken by all parties and proposed follow-up action to minimize reoccurrence of the accident or incident. The Contractor shall also make available its employees to be interviewed by investigators of the accident or incident and to testify in any legal proceedings.

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- 14.4 The Contractor shall meet all OSHA requirements for safety equipment.
- 14.5 The Contractor shall conduct monthly safety meetings with staff and provide documentation to the Director or his/her designee.

15.0 TOOLS AND EQUIPMENT

- 15.1 The Contractor shall provide, at its own expense, all power tools, machines and equipment necessary to perform work as specified. All equipment must be maintained in first class condition to ensure safe and effective performance.

16.0 WORKMANSHIP

- 16.1 All work shall be performed in a professional manner and in accordance with the specifications.

17.0 METHOD OF PAYMENT

- 17.1 For and in consideration of the services to be performed under this contract, the City agrees to pay the Contractor; the Contractor agrees to accept the proposed pricing in accordance with this Contract as full compensation for all work performed during invoiced period.

- 17.2 An Original invoice plus 1 copy will be submitted for payment on a weekly basis to the Parks and Recreation Department.

- 17.2.3 To receive payment, the Contractor must submit original invoice and (1) copy as requested with supporting documentation on services performed. Invoice must display the Contract, and Service Release Order (SRO) numbers on all invoices submitted. If the Contractor has previously been paid for services that have been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, the Parks and Recreation Department will provide the Contractor a written explanation for such adjustments.

Original invoice must be submitted to:
City of Houston Parks and Recreation
Department
2999 S. Wayside, Gragg Building
Houston, Texas 77023
Attention: Accounts Payable

Copy of Invoice shall be mailed to:
City of Houston Parks and Recreation Department
2999 S. Wayside, Gragg Building
Houston, Texas 77023
Attention: Project Manager — Jefffield Jefferson

18.0 ALLOCATIONS SUPPORTING THIS PROGRAM

- 18.1 The City's duty to pay money to Contractor under the Child and Adult Care Food Program is limited in its entirety by the provisions of this section.

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- 18.2 This Program is limited through the State Funding and shall be authorized at the time the Texas Department of Agriculture approves said funding and City Council approves the assignment of the contract. At no time is the vendor awarded a contract under this program authorized to exceed the awarded amount. If the Contractor exceeds the awarded amount, it shall be deemed by the State of Texas and the City of Houston that the services provided under the program is gratuitously provided by the Contractor.
- 18.3 This is a multi-year contract which consists of an initial one year term, plus four one year options to extend to support the City's Child and Adult Care Food Program. If after the initial term of the contract the Director authorizes the extension of this Contract under the option provision, services release order/PO shall be authorized at the time the Texas Department of Agriculture approves said funding, and the City Council authorizes the increase of the State's approved funding to the Contract through an Amending Ordinance under for said option period.
- 18.4 Notwithstanding any other provisions of this contract, the **Sponsor's** obligation to pay money to the contractor under this contract shall not exceed the amount, which the **Sponsor** receives in Federal funds to pay for the cost of food under this contract. In addition, the **Sponsor** shall have no obligation to pay the Contractor until such time as Federal Funds have been received by the **Sponsor** to pay for the food cost incurred under this contract
- 18.5 Any payment made to the Contractor which are determined to be ineligible and non-reimbursable by the agency or the Texas Department of Agriculture due to action or inaction of Contractor is due to the Sponsor upon demand. This clause shall continue in full force and effect and survive the explanation of the term of this contract.

19.0 ADDITIONS AND DELETIONS

- 19.1 The City, by written notice from the City Purchasing Agent or the Director to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Contract fee schedule.

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20. ESTIMATED QUANTITIES NOT GUARANTEED:

20.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Meals under Child and Adult Care Food Program during the term of this Contract. The quantities may vary depending upon the actual needs of the site(s). The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

21.0 WARRANTY OF SERVICES:

21.1 *Definitions:* "Acceptance" as used in this clause, means the act of unauthorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

"Correction" as used in this clause, means the elimination of a defect.

21.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

21.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

NOTE: Proposers are asked to reference these.

22. Definitions:

22.1 The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.

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- 22.2 The term "bidder" means a food service management company submitting a bid in response to this Invitation for Bid.
- 22.3 The term "contractor" means a successful bidder who is awarded a contract by an Institution under the Child and Adult Care Food Program under the Department of Agriculture.
- 22.4 The term "food service management company" means an organization, other than a public or private nonprofit school, with which an Institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- 22.5 Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.
- 23.0 Buy American:**
- 23.1 Contractor acknowledges that, to the extent required by Contractor must, whenever possible, purchase only food products that are produced in the United States.

ATTACHMENT "A"

PROGRAM SITES

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HPARD's Affiliated & Non-Affiliated CACFP Serving Sites - Community Centers/Non-Profit Agencies

Name of Site	Address & Telephone	Area School	Daily Average # of Participants	2010 - 2011 PEIMS Data Page #	% of Economically Disadvantage Children	Estimated Total of Eligible Participants
<u>Alief</u> Address: 11903 Bellaire, 77072 Phone: (281) 564-8130		Alief Middle	25	3	79.2	30
<u>Almeda</u> Address: 14201 Almeda School Rd 77047 Phone: (713) 434-1909		Almeda Elementary	25	65	95.44	30
<u>Bessie Swindle</u> Address: 11800 Scott, 77047 Phone: (713) 733-4581		Law Elementary	25	68	92.67	25
<u>Beverly Hills</u> Address: 10201 Kingspoint 77075 Phone: (713) 943-9065		Meador Elementary	25	107	26.32 Not Eligible	0
<u>Burnett Bayland</u> Address: 6000 Chimney Rock, 77081 Phone: (713) 668-4516		Rodriguez Elementary	25	69	93.13	25
<u>Candlelight</u> Address: 1520 Candlelight, 77018 Phone: (713) 682-3587		Oak Forest Elementary	25	138	61.99	25
<u>Carverdale</u> Address: 9920 Porto Rico 77041 Phone: (713) 895-6141		Bane Elementary	25	31	90.89	25
<u>Charlton</u> Address: 8200 Park Place Blvd 77017 Phone: (713) 645-3589		Park Place Elementary	25	68	94.33	25
<u>Cherryhurst</u> Address: 1700 Missouri 77006 Phone: (713) 284-1992		WILLIAM WHARTON K-8 DUAL LANGUAGE	25	70	72.94	25
<u>Clark</u> Address: 9718 Clark, 77076 Phone: (713) 742-1497		Luther Burbank Elementary	25	66	93.85	25
<u>Clinton</u> Address: 200 Mississippi, 77029 Phone: (713) 673-0955		Holland Middle	25	65	52.67	25

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<u>Crestmont</u> Address: <u>5200 Selinsky Rd, 77048</u> Phone: (713) 733-2236	Frost Elementary	25	67	94.81	25
<u>DeZavala</u> Address: <u>907 76th St, 77012</u> Phone: (713) 923-5163	De Zavala Elementary	25	65	95.1	25
<u>Eastwood</u> Address: <u>5020 Harrisburg, 77011</u> Phone: (713) 928-4801	Burnet Elementary	25	66	98.1	25
<u>Edgewood</u> Address: <u>5803 Bellfort, 77033</u> Phone: (713) 734-8434	Alcott Elementary	25	65	97.56	25
<u>Emancipation</u> Address: <u>3018 Dowling, 77004</u> Phone: (713) 284-1911	Blackshear Elementary	25	65	98.12	25
<u>Finnigan</u> Address: <u>4900 Providence, 77020</u> Phone: (713) 678-7385	Henderson Elementary	25	67	94.7	25
<u>Fonde</u> Address: <u>110 Sabine, 77007</u> Phone: (713) 226-4466	Crockett Elementary	25	66	93.78	25
<u>Freed</u> Address: <u>6818 Shady Villa Ln, 77055</u> Phone: (713) 682-4467	Housman Elementary	25	129	82.96	25
<u>Garden Villas</u> Address: <u>6720 S. Haywood, 77061</u> Phone: (713) 847-5168	Garden Villas Elementary	25	57	90.51	25
<u>Godwin</u> Address: <u>5101 Rutherglen, 77096</u> Phone: (713) 726-7114	JOHNSTON MIDDLE	23	67	62.11	25
<u>Hackberry</u> Address: <u>7777 S. Dairy Ashford, 77072</u> Phone: (281) 776-9908		Not Eligible	Not Eligible	Not Eligible	0
<u>Hartman</u> Address: <u>9311 E. Ave. P, 77012</u> Phone: (713) 928-4803	J R Harris Elementary	25	67	96.49	25
<u>Highland</u> Address: <u>3316 Desoto, 77091</u> Phone: (713) 956-9137	Oak Forest Elementary	25	138	61.99	25

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<u>Hobart Taylor</u> Address: <u>8100 Kenton, 77028</u> Phone: (713) 674-3959	Houston Gardens Elementary	25	67	98.34	25
<u>Inde Heights</u> Address: <u>603 East 35th</u> Phone: (713) 867-0373	Burrus Elementary	25	66	95.64	25
<u>Ingrando</u> Address: <u>7302 Keller, 77012</u> Phone: (713) 643-4764	Southmayd Elementary	25	69	94.09	25
<u>Kendall</u> Address: <u>609 N. Eldridge, 77079</u> Phone: (832) 393-1897	THORNWOOD Elementary	25	130	84.73	25
<u>Lakewood</u> Address: <u>8811 Feland, 77028</u> Phone: (713) 636-8217	Hilliard Elementary	25	102	100	25
<u>Lansdale</u> Address: <u>8201 Roos, 77036</u> Phone: (713) 272-3668	Neff Elementary	25	68	93.33	25
<u>Lincoln</u> Address: <u>979 Grenshaw, 77007</u> Phone: (281) 445-1617	Osborne Elementary	25	68	97.84	25
<u>Linkwood</u> Address: <u>3699 Norris, 77025</u> Phone: (713) 314-3107	Longfellow Elementary	25	68	73.63	25
<u>Love</u> Address: <u>1000 West 12th St, 77008</u> Phone: (713) 867-0497	Love Elementary	25	68	90.61	25
<u>MacGregor</u> Address: <u>5225 Calhoun, 77021</u> Phone: (713) 747-8650		Not Eligible	Not Eligible	Not Eligible	0
<u>Marian</u> Address: <u>11000 S Gessner, 77071</u> Phone: (713) 773-7015	Valley West Elementary	25	70	86.52	25
<u>Mason</u> Address: <u>541 South 75th St, 77023</u> Phone: (713) 928-7055	Gallegos Elementary	25	67	97.05	25
<u>Meadowcreek</u> Address: <u>5333 Berry Creek, 77017</u> Phone: (713) 946-9020	Patterson Elementary	25	68	89.93	25
<u>Melrose</u> Address: <u>1001 Canino, 77076</u> Phone: (281) 447-0514	Barrick Elementary	25	65	94.71	25

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Milroy Address: <u>1205 Tale, 77008</u> Phone: (713) 867-0397		Not Eligible	Not Eligible	Not Eligible	0
Montie Beach Address: <u>915 Northwood, 77009</u> Phone: (713) 864-6820	Browning Elementary	25	66	96.33	25
Moody Address: <u>3725 Fulton, 77009</u> Phone: (713) 692-6925	Martinez Clemente Elementary	25	68	98.05	25
Platou Address: <u>11655 Chimney Rock</u> Phone: (713) 726-7107	Anderson Elementary	25	65	98.49	25
Proctor Plaza Address: <u>803 West Temple, 77009</u> Phone: (713) 862-6907	Browning Elementary	25	66	96.33	25
River Oaks Address: <u>3600 Locke Lane, 77027</u> Phone: (713) 622-5998	River Oaks Elementary	25	69	10 Not Eligible	0
Robinson, Jr. Address: <u>2020 Hermann Dr, 77004</u> Phone: (713) 284-1997	Lockhart Elementary	25	68	79.8	25
Robinson, Sr. Address: <u>1422 Ledwicke, 77029</u> Phone: (713) 674-2401	Pleasantville Elementary	25	69	94.38	25
Sagemont Address: <u>11507 Hughes, 77089</u> Phone: (281) 922-2343	Stuchbery Elementary	25	107	22.82 Not Eligible	0
Selena Quintanilla/Denver Harbor Address: <u>6402 Market, 77020</u> Phone: (713) 675-2151	Pugh Elementary	25	69	96.17	25
Settegast Address: <u>3000 Garrow, 77003</u> Phone: (713) 238-2200	Rusk Elementary	25	120	65.7	25
Shady Lane Address: <u>10220 Shady Lane, 77093</u> Phone: (713) 742-1503	Mendel Elementary	25	2	92.37	25
Sharpstown Address: <u>6600 Harbor Town, 77036</u> Phone: (713) 988-5328	Piney Point Elementary	25	69	92.23	25
Stude Address: <u>1031 Stude, 77009</u> Phone: (713) 867-0496	Crockett Elementary	25	66 Under Construction Not Eligible	93.78	0

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<u>Sunnyside</u> Address: <u>3502 Belfort, 77051</u> Phone: (713) 734-5061	Ethel Mosley Young Elementary	25	70	93.59	25
<u>Swiney</u> Address: <u>2812 Cline 77020</u> Phone: (713) 238-2197	Bruce Elementary	25	66	96.17	25
<u>Tidwell</u> Address: <u>9720 Spaulding, 77016</u> Phone: (713) 636-8221	Shadydale Elementary	25	102	100	25
<u>Townwood</u> Address: <u>3403 Simsbrook, 77045</u> Phone: (713) 434-3508	Petersen Elementary	25	69	96.88	25
<u>Tuffly</u> Address: <u>3200 Russell, 77026</u> Phone: (713) 674-2355	Scott Elementary	25	69	99.42	25
<u>Windsor Village</u> Address: <u>14441 Croquet, 77085</u> Phone: (713) 726-7113	Windsor Village Elementary	25	70	90	25
<u>Woodland</u> Address: <u>212 Parkview, 77009</u> Phone: (713) 867-0401	CROCKETT Elementary	25	66	93.78	25

Unaffiliated Sites

<u>LASU COMMUNITY DEVELOPMENT INC./LILLY GROVE BAPTIST CHURCH</u> Address: <u>3505 Alice Street, 77021</u> Phone: (713) 748-7324	Cullen Middle	25	66	96.21	25
<u>JULIA C. HESTER HOUSE, INC.</u> Address: <u>2020 Solo Street, 77020-4224</u> Phone: (713) 672-2573	Atherton Elementary	25	7	88.21	25
<u>ST. JAMES SCHOOL</u> Address: <u>3129 Southmore Blvd., 77004</u> Phone: (713) 521-9884	Lockhart Elementary	25	68	79.8	25
<u>COMMUNITY FAMILY CENTERS/J.P. MCGOVERN SPORTS & RECREATION CENTE</u> Address: <u>7318 Avenue F, 77012</u> Phone: (713) 923-2316	De Zavala Elementary	25	65	95.1	25

TOTAL 1410

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ATTACHMENT "B"

MENUS

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO.: 552-T24345

HOUSTON AFTERSCHOOL MEALS PROGRAM

10 DAY CYCLE MENU (EXAMPLES)

FOR AGES 6-13 YEARS OLD

DAY 1 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Sliced Turkey Breast Sandwich	2.5 oz
M/MA			turkey
F/V	3/8 c	California Raisins	1.5 oz
F/V	1/2 c	Apple Juice 100%	4 oz.
B/G	2	Enriched Wheat Bread(with sandwich)	2 oz
M	1 c	Chocolate Milk Fat Free	8 oz.
O/F		Mayonnaise	1 pkg/1oz

DAY 1 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Mixed Fruit Juice 100%	6 oz.
F/V			
B/G	1	Strawberry cookies	1.07 oz
M			
O/F			

DAY 2 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	1.5	Sliced Turkey Ham Sandwich	2.5 oz.
M/MA	0.5	American Cheese	.5 oz.
F/V	3/8 c	Fresh Orange 138 ct	1 ea.
F/V	1/2 c	Apple Cherry Juice 100%	4 oz.
B/G	2	Enriched Round Bun(with sandwich)	2 oz
M	1 c	White Milk 2%	8 oz.
O/F		Mayonnaise	1 pkg/1oz

DAY 2 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Juice 100%	6 oz.
F/V			
B/G	1	Mini Choco Chip Cookies	1.1 oz
M			
O/F			

DAY 3 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Charbroiled Beefsteak sandwich	2.4 oz
M/MA			beef
F/V	3/8 c	California Dried Fruit Mix(raisin/apricot/apple)	1.5 oz.
F/V	1/2 c	Apple Juice 100%	4 oz.
B/G	2	Enriched Round Bun(with sandwich)	2 oz
M	1 c	Chocolate Milk Fat Free	8 oz.
O/F		Ketchup	1 pkg/11g

DAY 3 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Cherry Juice 100%	6 oz.
F/V			
B/G	1	Lemon cookies	1.07 oz
M			
O/F			

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DAY 4 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Sliced Turkey Bologna Sandwich	2.0 oz
M/MA			T.Bologna
F/V	3/8 c	Fuji Apple 138 ct	1 ea.
F/V	1/2 c	Mixed Fruit Juice 100%	4 oz.
B/G	2	Enriched White Bread(with sandwich)	2 oz
M	1 c	White Milk 2%	8 oz.
O/F		Mayonnaise	1 pkg/1oz

DAY 4 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Juice 100%	6 oz.
F/V			
B/G	1	Choco Animal Cookies	1.1 oz
M			
O/F			

DAY 5 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Breaded Chicken Nuggets	3.25 oz.
M/MA			2.25 oz
F/V	3/8 c	Red Delicious Apple 138 ct	1 ea.
F/V	1/2 c	Grape Juice 100%	4 oz.
B/G	1	Breading (from nuggets)	1 oz
M	1 c	White Milk 2%	8 oz.
O/F		Barbeque dip sauce	1 tub/7/8 oz

DAY 5 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Mixed Fruit Juice 100%	6 oz.
F/V			
B/G	1	Vanilla Cookies	1.0 oz
M			
O/F			

DAY 6 DINNER			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Baked Turkey Dog Wrap	2 oz
M/MA			T.Dog
F/V	3/8 c	Baby Peeled Carrots	3 oz
F/V	1/2 c	Apple Juice 100%	4 oz.
B/G	2	55% Whole Wheat (from wrap)	2 oz
M	1 c	Chocolate Milk Fat Free	8 oz.
O/F		Ranch Dressing	1 pkg/1oz

DAY 6 SUPPLEMENT/SNACK			
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Cherry Juice 100%	6 oz.
F/V			
B/G	1	Mini Choco Chip Cookies	1.1 oz
M			
O/F			

SPECIAL TERMS AND CONDITIONS
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DAY	7	DINNER	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Sliced Turkey Bologna Sandwich	2.0 oz
M/MA			
F/V	3/8 c	Fuji Apple 138 ct	1 ea.
F/V	1/2 c	Mixed Fruit Juice 100%	4 oz.
B/G	2	Enriched White Bread(with sandwich)	2 oz
M	1 c	Chocolate Milk Fat Free	8 oz.
O/F		Mayonnaise	1 pkg/1oz

DAY	7	SUPPLEMENT/SNACK	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Juice 100%	6 oz.
F/V			
B/G	1	Choco Animal Cookies	1.1 oz
M			
O/F			

DAY	8	DINNER	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Baked Bread Cup w/Taco Beef & Chse	1.9 oz beef
M/MA			.1 oz chse
F/V	3/8 c	Fresh Orange 138 ct	1 ea.
F/V	1/2 c	Apple Cherry Juice 100%	4 oz.
B/G	2	55% Whole Wheat Bread(w/Taco Cup)	2 oz
M	1 c	White Milk 2%	8 oz.
O/F			

DAY	8	SUPPLEMENT/SNACK	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Mixed Fruit Juice 100%	6 oz.
F/V			
B/G	1	Vanilla Cookies	1.0 oz
M			
O/F			

DAY	9	DINNER	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Sliced Turkey Breast Sandwich	2.5 oz
M/MA			turkey
F/V	3/8 c	Red Delicious Apple 138 ct	1 ea
F/V	1/2 c	Mixed Fruit Juice 100%	4 oz.
B/G	2	Enriched Wheat Bread(with sandwich)	2 oz
M	1 c	Chocolate Milk Fat Free	8 oz.
O/F		Mayonnaise	1 pkg/1oz

DAY	9	SUPPLEMENT/SNACK	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Apple Juice 100%	6 oz.
F/V			
B/G	1	Lemon cookies	1.07 oz
M			
O/F			

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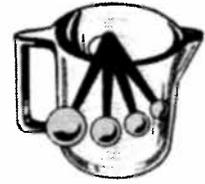
DAY	10	DINNER	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA	2	Ketchup Glazed Meatloaf on Bun	3.0 oz.
M/MA			beef
F/V	3/8 c	California Dried Fruit Mix(raisin/apricot/apple)	1.5 oz.
F/V	1/2 c	Pineapple Juice 100%	4 oz.
B/G	2	Enriched Round Bun(with sandwich)	2 oz
M	1 c	White Milk 2%	8 oz.
O/F		Ketchup	1 pkg/11g

DAY	10	SUPPLEMENT/SNACK	
FOOD TYPE	SERVING CONTRIB	FOOD ITEM DESCRIPTION	PORTION SIZE
M/MA			
M/MA			
F/V	3/4 c	Mixed Fruit Juice 100%	6 oz.
F/V			
B/G	1	Strawberry cookies	1.07 oz
M			
O/F			

SPECIAL TERMS AND CONDITIONS
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Calculating Amounts

Note the ground beef, market style example:



Food as Purchased	Purchase Unit	Servings per Purchase Unit	Serving Size per Meal Contribution
GROUND BEEF Market Style (No more than 30 % fat)	Pound	11.2	1 oz cooked lean meat
		7.46	1 ½ oz cooked lean meat

Calculate the Amount of Ground Beef for 60 - 1 oz servings.

Formula

1. Number of servings needed = 60 1 oz. servings
2. Servings per purchase unit = 11.2
3. 60 divided by 11.2 = 5.4 pounds

You will need 5.5 pounds (at a minimum) of ground beef, no more than 30% fat, to serve 60 people a 1 oz serving of cooked ground beef.

- $60 \div 11.2 = 5.4$

Doubling

To serve 60 people a two-ounce serving:

- $5.5 (\# \text{ of pounds to serve a 1 ounce serving}) \times 2 = 11 \text{ lbs}$

These steps will work with canned, frozen, and fresh foods. This will always work if you use the FBG.

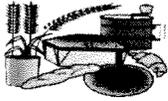
F&D offers a class entitled **Kitchen Math** to instruct how to use the FBG for calculations. See F&D training for locations and times.

Vended Meals

CEs who have vended meals will want to ensure that their vendor has access to the FBG and keep meal production records on Forms H1530, H1530-A and H1530-B.

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Grains/Breads



For a Grains/Breads item to be creditable:

- A serving must contain no less than 14.75 grams of enriched or whole grain meal or flour, bran and/or germ (which is the equivalent of a slice of bread) and,
- Enriched or whole-grain meal or flour, bran and/or germ do not have to be the main ingredient by weight for a food item to count as Grains/Breads. This means that some foods like enriched, whole-grain or fortified ready-to-eat breakfast cereals that list sugar as the first ingredient may be counted as Grains/Breads. However, due to the high sugar content, it is recommended that these cereals be served less often than other cereal choices.
- Items such as bran muffins and other products containing bran or germ are counted at the same level as items made from enriched or whole-grain meal or flour.
- Snack products such as hard pretzels, hard bread sticks, and chips made from enriched or whole-grain meal or flour, bran and/or germ may be counted as Grains/Breads. Due to their high fat content, it is recommended that grain-based chips be served less often than more nutritious snack choices.
- For supplements (snacks) served in the CACFP, dessert products made with enriched or whole-grain meal or flour, bran and/or germ may be counted as Grains/Breads. It is recommended that these types of dessert products be served as part of a supplement no more than twice a week.

NOTE: The following Exhibit A Grains Breads Chart is the "Texanized Version". Groups A, C and H list more foods than the chart in the Food Buying Guide.

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**GRAINS/BREADS 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 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 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 hot dog)
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 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)

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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.

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CHILD CARE MEAL PATTERN FOR CHILDREN ONE YEAR OLD OR OLDER

		Age 1 - 2	Age 3 - 5	Age 6 - 12 ¹
Milk	Milk, fluid	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Vegetables/ Fruits ²	Vegetable(s) and/or fruit(s) or	1/4 cup	1/2 cup	1/2 cup
	Full strength vegetable or fruit juice ² , or	1/4 cup	1/2 cup	1/2 cup
	An equivalent quantity of any combination of vegetable(s), fruit(s) and juice ²			
Grains/Breads ³	Bread ³ , or	1/2 slice	1/2 slice	1 slice
	Cornbread, biscuits, rolls, muffins, etc. ³ , or	1/2 serving	1/2 serving	1 serving
	Cold dry cereal ^{3,4} , or	1/4 cup or 1/3 oz ⁴	1/3 cup or 1/2 oz ⁴	3/4 cup or 1 oz ⁴
	Cooked cereal ³ , or	1/4 cup	1/4 cup	1/2 cup
	Cooked pasta or noodle products ³ , or	1/4 cup	1/4 cup	1/2 cup
	Cooked cereal grains ³ , or	1/4 cup	1/4 cup	1/2 cup
	An equivalent quantity of any combination of Grains/Breads			
¹ Children ages 13 through 18 must be served minimum or larger portion sizes specified in this column for children ages 6 through 12. ² Fruit or vegetable juice must be full-strength. You may serve an equivalent quantity of any combination of vegetable(s) or fruit(s), and juice. ³ Bread, pasta or noodle products, and cereal grains, must be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. must be made with whole grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified. ⁴ Either volume (cup) or weight (oz), whichever is less. (See your Food Buying Guide for more details.)				

Chart Revised by TDA F&N – Sep 2007

Please Note: The food pattern charts are also used for the At-Risk Afterschool Care Centers, Outside School Hours Care Centers and emergency shelters.

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CHILD CARE MEAL PATTERN FOR CHILDREN ONE YEAR OLD OR OLDER (cont.)

		Age 1 - 2	Age 3 - 5	Age 6 - 12 ¹
Milk	Milk, fluid	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Vegetables/ Fruits ² (2 or more)	Vegetable(s) and/or fruit(s)	1/4 cup total	1/2 cup total	3/4 cup total
Grains/Breads ³	Bread ³ , or	1/2 slice	1/2 slice	1 slice
	Combread, biscuits, rolls, muffins, etc. ³ , or	1/2 serving	1/2 serving	1 serving
	Cooked pasta or noodle products ³ , or	1/4 cup	1/4 cup	1/2 cup
	Cooked cereal grains ³ , or An equivalent quantity of any combination of Grains/Breads	1/4 cup	1/4 cup	1/2 cup
Meat/ Meat Alternates ^{4,5,6,7}	Lean meat or poultry or fish ⁴ , or	1 oz	1 1/2 oz	2 oz
	Alternate protein products ⁵ , or	1 oz	1 1/2 oz	2 oz
	Cheese, or	1 oz	1 1/2 oz	2 oz
	Egg (large), or	1/2 large egg	3/4 large egg	1 large egg
	Cooked dry beans or peas, or	1/4 cup	3/8 cup	1/2 cup
	Peanut butter or soynut butter, or other nut or seed butters, or	2 Tbsp	3 Tbsp	4 Tbsp
	Peanuts or soynuts or tree nuts or seeds ^{6,7} , or	1/2 oz = 50% ⁶	3/4 oz = 50% ⁶	1 oz = 50% ⁶
	Yogurt - plain or flavored, unsweetened or sweetened, or	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup
	An equivalent quantity of any combination of the above Meat/Meat Alternates			

¹ Children ages 13 through 18 must be served minimum or larger portion sizes specified in this column for children ages 6 through 12.
² Serve two or more kinds of vegetable(s) and/or fruit(s). Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
³ Bread, pasta or noodle products, and cereal grains, must be whole-grain or enriched. Combread, biscuits, rolls, muffins, etc. must be made with whole grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
⁴ A serving consists of the edible portion of cooked lean meat or poultry or fish.
⁵ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 226.
⁶ Nuts and seeds may meet only one-half of the total Meat/Meat Alternate serving and must be combined with another Meat/Meat Alternate to fulfill the lunch or supper requirement. 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.
⁷ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.
(See your Food Buying Guide for more details.)

Chart Revised by TDA F&N - Sep 2007

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CHILD CARE MEAL PATTERN FOR CHILDREN ONE YEAR OLD OR OLDER (cont.)

		Age 1 - 2	Age 3 - 5	Age 6 - 12 ¹
Milk	Milk, fluid	1/2 cup (4 fl oz)	1/2 cup (4 fl oz)	1 cup (8 fl oz)
Vegetables/ Fruits ^{2,3}	Vegetable(s) and/or fruit(s), or Full strength vegetable or fruit juice ² , or An equivalent quantity of any combination of vegetable(s), fruit(s) and juice ²	1/2 cup 1/2 cup	1/2 cup 1/2 cup	3/4 cup 3/4 cup
Grains/Breads ⁴	Bread ⁴ , or Cornbread, biscuits, rolls, muffins, etc. ⁴ , or Cold dry cereal ⁴ , or Cooked cereal ⁴ , or Cooked pasta or noodle products ⁴ , or Cooked cereal grains ⁴ , or An equivalent quantity of any combination of Grains/Breads	1/2 slice 1/2 serving 1/4 cup or 1/3 oz ⁵ 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz ⁵ 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz ⁵ 1/2 cup 1/2 cup 1/2 cup
Meat/ Meat Alternates ^{6,7,8,9}	Lean meat or poultry or fish ⁶ , or Alternate protein products ⁷ , or Cheese, or Egg (large), or Cooked dry beans or peas, or Peanut butter or soynut butter, or other nut or seed butters, or Peanuts or soynuts or tree nuts or seeds ^{8,9} , or Yogurt - plain or flavored, unsweetened or sweetened, or An equivalent quantity of any combination of the above Meat/Meat Alternates	1/2 oz 1/2 oz 1/2 oz 1/2 large egg 1/8 cup 1 Tbsp 1/2 oz = 50% ⁸ 2 oz or 1/4 cup	1/2 oz 1/2 oz 1/2 oz 1/2 large egg 1/8 cup 1 Tbsp 1/2 oz = 50% ⁸ 2 oz or 1/4 cup	1 oz 1 oz 1 oz 1/2 large egg 1/4 cup 2 Tbsp 1 oz = 50% ⁸ 4 oz or 1/2 cup

¹ Children ages 13 through 18 must be served minimum or larger portion sizes specified in this column for children ages 6 through 12.
² Fruit or vegetable juice must be full-strength. You may serve an equivalent quantity of any combination of vegetable(s) or fruit(s), and juice.

³ Juice may not be served when milk is the only other component.

⁴ Bread, pasta or noodle products, and cereal grains, must be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. must be made with whole grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

⁵ Either volume (cup) or weight (oz), whichever is less.

⁶ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁷ Alternate protein products must meet requirements in Appendix A of 7 CFR Part 226.

⁸ Nuts and seeds may meet only one-half of the total Meat/Meat Alternate serving and must be combined with another Meat/Meat Alternate to fulfill the lunch or supper requirement. 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

⁹ Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

(See your Food Buying Guide for more details.)

Chart Revised by TDA F&N – Sep 2007

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION NO.: 552-T24345</p>

Advance Planning

Advance planning of your meal service is essential. Provide meals that taste good, are high in nutrient value, and are cost efficient.

There are several advantages in planning ahead:

- **Food Purchasing:** Food can be purchased in quantities suited to large-scale meal service.
- **Cost Control:** Advance planning enables the center to take advantage of sales and volume discounts.
- **Preparation Time:** Pre-planned meal service enables cooks to prepare certain meal components in advance.
- **Greater Variety:** Advance planning enables the center to serve meals with variety and appeal.

Children's diets often lack sufficient iron, Vitamin A, and Vitamin C. Therefore, it is recommended to serve foods and beverages that are good and excellent sources of these nutrients.

Refer to your Child Care Licensing regulations for additional meal service requirements.

F&N offers a class for Menu Planning and Planning Nutritious Snacks. These classes are offered throughout the state. To check dates and locations, go to the www.snptexas.org web site.

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Commercial Prepared Food Products

There are many food items on the market today that are commercially prepared. These products include: frozen pizza, burritos, chicken nuggets, fish sticks, etc., and contain more than one food component (combination foods). These products may appear to meet program requirements for creditable foods, but may not. In order to count these food items as creditable toward a reimbursable meal, it is required that these items have a:

- Child Nutrition Label (CN Label); or a
- Product Formulation (analysis) Statement

CN Label

CN labeled products will have the following information printed on the principal display panel of the label:

- Product Name
- Ingredient listing in descending order of predominance by weight of all ingredients
- Inspection legend for the appropriate inspection
- Establishment number (for meat, poultry and seafood items only)
- Manufacturer's or Distributor's name and address
- CN label statement

CN label statements must be an integral part of the product label and must include the following information:

- CN logo, which is a distinctive border around the CN statement
- A six-digit product identification number which will appear in the upper right-hand corner of the CN label statement
- The statement of the product's contribution toward meal pattern requirements for the Child Nutrition Programs
- A statement specifying that the use of the logo and CN label statement is authorized by FNS

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- The month and year the label was approved by FNS

Advantages of CN Labeled Products:

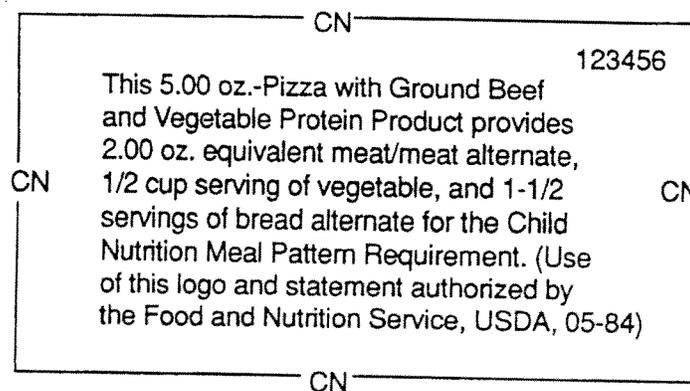
- The product carries a USDA warranty.
- If a CE purchases such a product and uses it according to directions, the institution will not have an audit claim filed against it should State or Federal reviewers find that the CN labeled product does not actually meet the contribution toward meal pattern requirements claimed on the label.

CN Labeled Products do not:

- Guarantee that the full requirement will be met (the product's contribution toward meal pattern requirements is specified in the CN label statement)
- Assure that children will like the product
- Suggest that products without a CN label are inferior (or that CN labeled products are superior)

CN Label Example

Here is an example of the CN product label for a beef and vegetable pizza.



Keep a copy of CN Labels on file.

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Product Formulation (Analysis) Statement

If you serve a commercially prepared food product that does not have a CN label, then a Product Formulations (analysis) Statement must be obtained in order to count the food toward a reimbursable meal.

What must a Product Formulation (Analysis) Statement include?

- A detailed explanation of what the product actually contains; spices and seasonings are not required;
- The amount of each ingredient in the product by weight or measure, as appropriate; and
- A certifying statement as to the contribution of the product to the meal pattern and the signature of a high-ranking company official on company letterhead.

NOTE: It is recommended that you submit Product Formulation (Analysis) Statements to your Community Operations Office for approval to ensure they meet requirements.

Look at the sample Product Formulation (Analysis) Statement on the next page.

In the Resources Section of your handbook is a Sample Product Formulation Statement on Grains/Breads.

Keep copies of the Product Formulation (Analysis) Statements on file.

Manufacturer's Specification

The manufacturer's specifications can be acquired from the manufacturer of the product to identify the food's contribution to the meal pattern requirements.

For menu items in which a manufacturer's specification cannot be obtained, it is recommended that additional food items be served that meet the meal pattern requirement to be counted towards a creditable and reimbursable meal.

Keep a copy of a Manufacturer's Specification on file.

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SAMPLE PRODUCT FORMULATION (ANALYSIS) STATEMENT

XYZ BURRITO FACTORY

Effective Date: November 1, 1988 Product No.: 9999
Total Weight of precooked product: 4.00
Total of raw meat: 0.650 oz.
Percent of fat of raw meat: Not to exceed 30%
Weight of dry VPP: 0.094 oz.
Weight of liquid used to hydrate VPP: 0.176 oz.
Percent of Protein in dry VPP: 52%
Weight of raw meat and hydrated VPP: 0.920
Type of VPP used: XX Flour Isolate: _____
Weight of other ingredients: 1.005 oz.
Weight of pinto beans: 0.325 oz. Factored Wt. 0.503
Weight of cheese: none
Weight of cooked meat with VPP: 0.644 oz.
Total weight of filling: 2.25 oz.
Total wt of enriched flour tortilla: 1.75 oz. 1.59 serv.

I certify that the above information is true and correct and that the product (ready for serving) contributes 1.14 ounces of equivalent meat/meat alternate toward the meal pattern when prepared according to direction. I understand that the above named product will be used as a meal component for which Federal reimbursement will be claimed, and that records are available to support the information indicated above. The VPP used conforms to Food and Nutrition Service regulations.

This product analysis will supersede all previously issued sheets.

SUGGESTED BID SPECIFICATIONS: _____ cases - Red Chili Beef, Bean & Chicken Burrito, 4.00 ounces each, unfried, packed 3/24 count. Must meet 1.00 ounces of meat/meat alternate and 1.50 bread servings.


James Smith
James Smith
XYZ Burrito Factory

Director of Manufacturing
Title
November 1, 1988

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MealsforChildrenwithDisabilities

Sites must provide special meals or substitute individual components for children who have:

- A disability that restricts their diet;
- requested special meals; and
- provided the appropriate documentation.

Children who have a food allergy that results in anaphylactic shock, a severe life-threatening reaction when exposed to the allergen, are considered "disabled" and are therefore entitled to dietary substitutions as prescribed by a licensed medical authority.

The parent/guardian of a child with a disability must request special meals and provide a licensed medical authority's signed statement that includes:

- the child's disability and an explanation of why the disability restricts the child's diet;
- the major life activity affected by the disability;
- the foods that must not be served to the child; and
- the foods that must be substituted.

Important! Some children may have difficulty chewing and swallowing and may require softer foods, such as cooked rather than raw carrots or foods that have been chopped, ground, or blended from their original form.

These modifications can usually be made within the meal pattern requirement. A medical authority's written instructions indicating food texture is recommended, but not required.

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Meals for Children with Special Dietary Needs

Children who are not disabled but have certified medical or special dietary needs may be served substitutions. This includes children with food intolerance, for example, lactose intolerance.

The parent/guardian of the child must provide a licensed medical authority's signed statement that includes the following:

- the medical or dietary need that restricts the child's diet;
- the foods that must not be served to the child, and
- the foods that must be substituted.

If a site chooses to provide substitutions for children with medical or special dietary needs, then the provider must:

- provide substitutions on a case-by-case basis;
- maintain the medical documentation in your files;
- provide a copy of the required medical statement to you;
- provide the meals at no additional cost to the child; and

Note: See the previous statements about fluid milk.

Variation to Meal Patterns

F&N may approve variations in meal patterns to meet:

- Ethnic or
- Religious needs

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Meal Service Options

- Cafeteria style or
- Family style (food items are in serving dishes and children serve themselves with the assistance of care givers).

All meal service options must provide the required minimum amount of each food component and be made available to each child.

When meals are served Cafeteria style, each child must be served at least the required minimum amount of each food component.

When meals are served family style, the required minimum amount of each food component is measured for each child and any adults that eat with the children and placed in or on a serving dish. These serving dishes are then set on each table for the children to serve themselves with assistance from the caregiver. The required minimum amount of each food component was made available to each child.

Remember that fluid milk is served as part of the meal.

Meal (Food) Production Records

Now that you understand the required food components and how to calculate the minimum quantities for the Child Care Meal Patterns. This information must be documented on meal/food production records.

Documentation of food used to provide meals is vitally important! Good documentation helps ensure that you can substantiate claims for meals by showing that enough food was prepared to meet meal pattern requirements for each meal served. Good documentation of meal production records also provides F&N with a means of assessing the quality of your meal service.

F&N staff may disallow meals based on poor documentation of meal production records and/or observation of portion sizes of meals served.



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Meal (Food) Production Forms

The forms used to document meal/food production are:

- Form H1530-B - Daily Meal Production for At-Risk Afterschool Snack.

When documenting amounts of food prepared, list what you actually prepared and served.

If you use a vendor to provide your meals, the vendor must record the required meal production and have the records available to you.

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Form H1530-B**Instructions**

Daily Meal Production Record
for At Risk Afterschool (Snack)

12-2008

PURPOSE

To document that snacks served daily in the At Risk Afterschool Snack program are eligible for program reimbursement.

PROCEDURE**When to Prepare**

It is recommended that the Name of Contracting Organization, Name of Facility, Program (TX) No., Dates Covered, Day, Menu, and Planned Participation be completed **prior to day of service**.

Changes to the Menu, Food Items Used, and Quantity Prepared are recorded on the **day of service, prior to the meal service time approved on Form H1538, *Application Between Contracting Organization and Child Care Center***.

Number of Copies

Sponsored centers complete one original and one copy. Independent centers complete one original.

Transmittal

Sponsored centers retain the copy for their files and submit the original to their sponsor. Sponsors keep the original in their files. Independent centers keep the original in their files.

How to Obtain Copies

Make additional copies as needed or download Form H1530-B by accessing the Texas Department of Agriculture (TDA) website at www.snptexas.org.

Form Retention

Keep Form H1530-B for three years from the end of the program year. **Exception:** If audit findings, claims, or litigation have not been resolved by the end of the retention period, all forms and records must be retained until all issues are resolved.

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DETAILED INSTRUCTIONS

Name of Contracting Organization — Enter the name of the contracting organization.

Name of Facility — Enter the name of the At-Risk facility in which snacks are served.

Program (TX) No. — Enter the contracting organization's seven-digit program (TX) number.

Dates Covered From ____ Thru ____ — Enter the period covered on Form H1530-B.

Day — Enter the day of the week the snacks were served.

Required Food Components — Form H1530-B has pre-printed the required food components on the form for the snack meal service. Contractors must choose two of the four required components to satisfy the meal pattern for snack. Refer to the handbook for specific serving sizes and amounts for each food component per age group.

Menu — Enter the menu to be prepared at each snack service. It is recommended that **the menu be recorded prior to day of service**. If substitutions are made to the menu those substitutions are made on the **day of service, prior to the meal service time approved on Form H1538**. Mark through the original food or beverage; print the substitute food or beverage and initial.

Special Note for Menus At Risk Afterschool (Snack) — At Risk Afterschool Snack Program may be operated by staff other than the facility's food service staff, i.e., YMCA director. Pre-packaged foods are often delivered on Monday for the entire week, i.e. animal crackers, grahams, granola bars, cheese and crackers, Oreo cookies, juice boxes, etc. Children are allowed to choose their snack. If this is the case, when recording the Menu, list each food choice in the Menu box.

Food Items Used — *Food Items Used, Recipes or CN Labels*. Food Items Used are listed as how the food item or beverage was purchased according to the *Food Buying Guide (FBG)*. See examples below. List recipe number or name and have that recipe on file to review for documentation that the required amount has been prepared. If the product has a CN Label list the CN unique 6-digit product identification number appearing in the upper right hand corner of the CN logo. Food Items Used are recorded the **day of service, prior to the meal service time approved on Form H1538**.

Examples: Afterschool snack food items might include the following:

- Fresh fruit and vegetables - apples, bananas, oranges, pears, carrot sticks, celery sticks;
- Meat/meat alternate – hardboiled egg, peanut butter;
- Milk - fluid skim or nonfat; and/or
- Grains/Breads - Saltines or snack crackers, graham crackers, animal crackers, granola bars, grain fruit bars, cookies (plain or with nuts, raisins, chocolate pieces, iced or with cream filling) and brownies.

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If using standardized recipes, state the recipe number or name (Peanut Butter Cookies – USDA CCC #B-15). Recipe is kept on file for Field Office Monitor (FOM) to review.

Quantity Prepared — Enter the **measurable amount** of each food item prepared opposite the category name in the column Quantity Prepared. Refer to the *FBG* to determine the amount needed for the planned number of program snacks. In the *FBG*, Exhibit A, Grains/Breads section 3, page 3-15 is beneficial in determining amounts of pre-packaged foods. Enter the total amount of food, recipe used/prepared, or weight amount on each pre-packaged snack item for each food item. Use the description in its pre-cooked/ready to use form in the *FBG* Column 2 – Purchase Unit – and record amounts in a **measurable unit** i.e., number of ounces, grams, pounds, cans (state can sizes #10, #300, #2-1/2), gallons, quarts, pints, tablespoons, or teaspoons. Measurable units also include cups and fractions of a cup. **Quantity Prepared** is recorded the **day of service, prior to the meal service time approved on Form H1538.**

If using standardized recipes, state the amount made i.e., 2 X Recipe (double) or 1 ½ X Recipe or ½ the Recipe. Recipe is kept on file for FOM to review.

Special Note for Quantity Prepared for At Risk Afterschool (Snack) - If the menu states four different choices of pre-packaged foods i.e., Animal Crackers, Oreo Cookies, Granola Bar (plain), and Graham Crackers then in the Quantity Prepared record number of each package used and its measurable weight i.e.,

Animal Crackers 15 packages – 1 package = 25 gram serving

Oreo Cookies 11 packages – 1 package = 63 gram serving

Granola Bar 5 packages – 1 package = 50 gram serving

Graham Crackers 12 packages – 1 package = 25 gram serving

Apple Juice 43 cartons – 1 carton = 8 ounces

This information documents that the planned menu and the required minimum serving amount/quantity was prepared.

Planned Participation — Enter the planned number of Program Meals, for each snack, for

- Children, by age group;
- Adults (organization staff who perform administrative or program duties for the At Risk Afterschool (Snack) program); and
- Non-program Meals (persons who do not perform duties related to or who do not participate in the At Risk Afterschool (Snack) Program.

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This information is used for planning (purchasing) purposes only and it is highly recommended to complete this information **prior to day of service**.

NOTE: Contractors may add 5% to these amounts to insure enough food or beverage is available at the time of snack service.

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ATTACHMENT "B-1"

POLICY ALERT

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: 552-T24345



**SPECIAL
NUTRITION
PROGRAMS**

SUPPLEMENT

Date: February 27, 2004

To: All Holders of the Food Buying Guide (FBG)

Subject: Grains/Breads – Exhibit A

Effective Date: March 1, 2004

Reference: # FBG 2004-1

This Supplement replaces Policy Alerts NSLP 97-4, NSLP 97-4 Supplement and CACFP 98-7. This version of Exhibit A contains a more complete list of Grains/Breads items than the Exhibit A published in the Food Buying Guide, pages 3-15 and 3-16.

ATTACHMENT

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This Supplement Remains in Effect Until Further Notice

The First Day

The first day is very important. It is when you introduce the children to the Child and Adult Care Food Program. Although signs and posters around the site will help both children and neighborhood adults remember the rules, you should make they understand the rules. Before mealtime on the first day of your program, take time to talk with the children about the following:

- **Who may eat at the site** – children who are 6 years of age and under 18 (or others who are physically or mentally disabled and who participate in a special program for the disabled);
- **When the meals will be served;**
- **Where the meals will be served when the weather is bad;**
- **What type of meals will be served;** and
- **Why meals must be eaten at the site,** (unless your sponsor allows a piece of fruit or vegetable to be taken off-site.

Meal Pattern Requirements

The meal pattern requirements assure well-balanced, nutritious meals that supply the kinds and amounts of food that children require to help meet their nutrient and energy needs. You must make sure that meals served at sites meet the meal patter requirements listed on the following page. Compare the menus of the meals to be served at the sites with these requirements and learn to recognize the incomplete meals.

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PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: 552-T24345

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

- 1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.
 - 3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 4.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 4.2 Provide an organizational chart of proposed team or staff for this project.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

- 5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:
 - 5.1.1 A brief statement of the Offeror understanding of the work to be done; and
 - 5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: 552-T24345

6.0 PROPOSED EQUIPMENT: (Optional)

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 FINANCIAL STATEMENTS:

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 CONTENTS:

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

- 8.1.1 Title Page
- 8.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
- 8.1.3 Letter of Transmittal
- 8.1.4 Expertise/Experience/Reliability Statement
- 8.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
- 8.1.6 Proposed Strategy/Operational Plan
- 8.1.7 Proposed Equipment (If Applicable)
- 8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
- 8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
- 8.1.10 List of References and List of Proposed Subcontractors (Exhibit I)
- 8.1.11 Pricing Form/Fee Schedule (Exhibit III)
- 8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 8.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 8.1.15 Anti-Collusion Statement (Exhibit VIII)
- 8.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: 552-T24345

8.1.18 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952.

8.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals.

9.0 Invoicing:

9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

9.2 City of Houston - Parks and Recreation Department
Management and Finance Division
Accounts Payable Section
2999 South Wayside Dr.
Houston, Texas 77023

9.3 The City of Houston requires timely and accurate accounting and billing information.

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: 552-T24345

1.0 EVALUATION SUMMARY:

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.2 Sanitation standards will be evaluated based on inspection reports from the Health Department. A written synopsis and evaluation for the inspections by the Health Department will be requested from that department in addition to the standard inspection reports.

2.3 The number of trucks shall be stated in the proposal response package. Since most companies lease these trucks only after the award of the contract, proposed leasing assignments must be considered.

3.1.	Proposed Strategy and Operational Plan	22%
3.2.	Expertise/Experience/Qualifications	18%
3.3.	Conformance to RFP Requirements	18%
3.4.	Financial Strength of Offer	18%
3.5.	Cost	14%
3.6.	MWBE Participation	10%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: 552-T24345

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.: 552-T24345

LIST OF PREVIOUS CUSTOMERS

- 1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

- 2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

- 3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

- 4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: 552-T24345**

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: 552-T24345

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
MWBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: 552-T24345

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: 552-T24345**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston
City Purchasing Agent**

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS
SOLICITATION NO.: 552-T24345

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**
SOLICITATION NO.: 552-T24345

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE**SOLICITATION NO.: 552-T24345**

ITEM NO.	(a) AT RISK MEAL TYPE	(b) PROJECTED NUMBER OF MEALS DAILY	(c) ESTIMATED NUMBER OF SERVING DAYS	(d) UNIT COST PER MEAL	(e) EXTENDED PROPOSED PRICING
1	AT RISK SUPPER	1,500	160	\$	\$
2	AT RISK SNACKS (SUPPLEMENTS)	1,200	160	\$	\$
YEAR ONE TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE**SOLICITATION NO.: 552-T24345**

ITEM NO.	(a) AT RISK MEAL TYPE	(b) PROJECTED NUMBER OF MEALS DAILY	(c) ESTIMATED NUMBER OF SERVING DAYS	(d) UNIT COST PER MEAL	(e) EXTENDED PROPOSED PRICING
1	AT RISK SUPPER	1,500	160	\$	\$
2	AT RISK SNACKS (SUPPLEMENTS)	1,200	160	\$	\$
OPTION - YEAR ONE TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: 552-T24345

ITEM NO.	(a) AT RISK MEAL TYPE	(b) PROJECTED NUMBER OF MEALS DAILY	(c) ESTIMATED NUMBER OF SERVING DAYS	(d) UNIT COST PER MEAL	(e) EXTENDED PROPOSED PRICING
1	AT RISK SUPPER	1,500	160	\$	\$
2	AT RISK SNACKS (SUPPLEMENTS)	1,200	160	\$	\$
OPTION - YEAR TWO TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: 552-T24345

ITEM NO.	(a) AT RISK MEAL TYPE	(b) PROJECTED NUMBER OF MEALS DAILY	(c) ESTIMATED NUMBER OF SERVING DAYS	(d) UNIT COST PER MEAL	(e) EXTENDED PROPOSED PRICING
1	AT RISK SUPPER	1,500	160	\$	\$
2	AT RISK SNACKS (SUPPLEMENTS)	1,200	160	\$	\$
OPTION - YEAR THREE TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: 552-T24345

ITEM NO.	(a) AT RISK MEAL TYPE	(b) PROJECTED NUMBER OF MEALS DAILY	(c) ESTIMATED NUMBER OF SERVING DAYS	(d) UNIT COST PER MEAL	(e) EXTENDED PROPOSED PRICING
1	AT RISK SUPPER	1,500	160	\$	\$
2	AT RISK SNACKS (SUPPLEMENTS)	1,200	160	\$	\$
OPTION - YEAR FOUR TOTAL					\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: 552-T24345

TOTAL YEAR ONE	\$ _____
TOTAL OPTION YEAR ONE	\$ _____
TOTAL OPTION YEAR TWO	\$ _____
TOTAL OPTION YEAR THREE	\$ _____
TOTAL OPTION YEAR FOUR	\$ _____
GRAND TOTAL ALL FIVE YEARS	\$ _____

NOTE (THIS IS A SAMPLE PRICE SHEET): OFFERORS PLEASE CUSTOMIZE YOUR PRICE SHEET TO REFLECT THE

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: 552-T24345

Certificate of Independent - Price Determination

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he 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 has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

Signature of food service management company's authorized representative

Title _____ Date _____

In accepting this bid, the Institution certifies that the Institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above. (Accepting a bid does not constitute acceptance of the contract.)

Signature of Authorized Institution Representative

Note: Contractor shall execute this Certificate of Independent Price Determination.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: 552-T24345**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====~~C A N C E L A T I O N~~=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS~~
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO
THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~
~~OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====
AUTHORIZED REPRESENTATIVE OF INSURER John Doe
=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: 552-T24345**

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$ 1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ISO | Commercial Auto Forms | 06/01/04

POLICY NUMBER:

COMMERCIAL AUTO

CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

POLICY NUMBER:

**COMMERCIAL AUTO
CA 04 44 03 10**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: 552-T24345

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
 LIABILITY**
 CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 15 07 04

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: 552-T24345

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: 552-T24345

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____ Authorized Representative

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: 552-T24345

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: 552-T24345

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: 552-T24345

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: 552-T24345**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

SOLE PROPRIETORSHIP

Name _____ Address _____
Proprietor

A PARTNERSHIP

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____ Address _____
Partner

Name _____ Address _____
Partner

A CORPORATION

List all directors of the corporation (if none state “none”):

Name _____ Address _____
Director

Name _____ Address _____
Director

Name _____ Address _____
Director

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: 552-T24345**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: 552-T24345

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING
 ENTITY] of _____
 [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: 552-T24345

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: 552-T24345

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: 552-T24345**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
 DRUG POLICY COMPLIANCE AGREEMENT
 SOLICITATION NO.: 552-T24345**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor)
 (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: 552-T24345**

I, _____ as an owner or officer of

 (Name) (Print/Type) (Title)

_____ (Contractor)

 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor’s Amended Policy on Drug Detection and Deterrence (Mayor’s Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor’s Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor’s Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 Date

 Contractor Name

 Signature

 Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
 CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
 SOLICITATION NO.: 552-T24345**

I, _____
 (Name) (Print/Type) (Title)

as an owner or officer of _____
 (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City’s Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

 Date Contractor Name

 Signature

 Title

**CONTRACTOR’S CERTIFICATION OF NON-APPLICATION OF
 CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
 FOR CONTRACTORS**

ATTACHMENT “D”

I, _____ as an owner or officer of
 (NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor’s employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

 DATE CONTRACTOR’S NAME

 SIGNATURE

 TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: 552-T24345

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE
SOLICITATION NO.: 552-T24345

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: 552-T24345

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 552-T24345

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 552-T24345

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 552-T24345



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

**EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT
SOLICITATION NO.: 552-T24345**

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) *(Amount of Contract)*

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to “Pay” \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to “Play” by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records. **Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required
 I hereby certify that the above information is true and correct.

 CONTRACTOR (Signature) DATE

 NAME AND TITLE (Print or Type)

EXHIBIT XI – PERFORMANCE BOND
SOLICITATION NO...: 552-T24345

PERFORMANCE BOND

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____ as principal, hereinafter called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of _____ DOLLARS. (\$_____) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled _____ which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

IN TESTIMONY WHEREOF, witness our hands this _____ day of _____, A.D. 20_____.

EXHIBIT XI – PERFORMANCE BOND
SOLICITATION NO.: 552-T24345

ATTEST: (Corporate Seal)

(Principal)

By: _____
Name: (Typed)
Title:

By: _____
Name: (Typed)
Title:

ATTEST/WITNESS: (Corporate Seal)

(Full Name of Surety)

By: _____
Name: (Typed)
Title:

By: _____
Name: (Typed)
Title:

The foregoing bond is approved and accepted this _____

day of _____, A.D. 20_____.

REVIEWED:

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
REQUIREMENTS
SOLICITATION NO.: 552-T24345**

Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
- i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
 - ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
 - iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of

the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
REQUIREMENTS
SOLICITATION NO.: 552-T24345**

- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

Signature of Authorized Representative, Bidder _____

(Date) _____

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
REQUIREMENTS
SOLICITATION NO.: 552-T24345**

Energy Policy and Conservation Act (P. L. 94-163)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163.)

Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
REQUIREMENTS
SOLICITATION NO.: 552-T24345**

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 12549, 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 regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 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 PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Form AD-1048 (1/92)

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
REQUIREMENTS
SOLICITATION NO.: 552-T24345**

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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.

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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.

Form AD-1048 (1/92)

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PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **[Name of Institution]** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
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Section 9 (cont.)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____</p> <p>Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee, Tier _____, if known</p> <p>_____ Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>_____ Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p> </p>		

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Section 9 (cont.)

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<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	

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<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p><input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify:</p> <p style="margin-left: 20px;">nature _____</p> <p style="margin-left: 20px;">value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p align="center">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No: _____ Date: _____

Federal Use Only:
Authorized for Local Reproduction of:

Standard Form – LLL

**EXHIBIT XII – TEXAS DEPARTMENT OF AGRICULTURE
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SOLICITATION NO.: 552-T24345**

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the

contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10
(a). Enter last name, first name, and middle initial (MI).
 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(s). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(s). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.