

MEMORANDUM

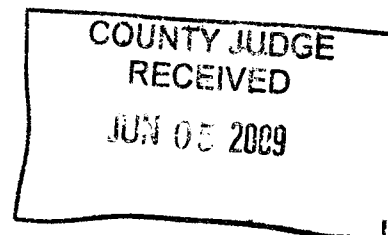
TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contracts approved in Commissioners Court on 06/02/09. Thank you.

DATE: June 5, 2009

RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg



AGENDA ITEM

28 B 1) Bid 09-067

B 3) Bid 09-082 2

→ Sherry 6/9/09

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Summer Food Program
BID 09-067**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

done 5/8

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Educational Catering Inc

Legal Name of Contracting Company

Mike Shelledy

Contact Person

1307 Afton Houston TX 77055

Complete Mailing Address

713 722 7773 x308

Telephone Number

713 722 8484

Facsimile Number

mshelledy@ed-cat.com

Email Address

K Stracey

Signature

(Kent Stracey)

5-8-09

Date

**Fort Bend County, Texas
Invitation for Bid**



**Summer Food Program
for Fort Bend County
BID 09-067**

SUBMIT BIDS TO:

**Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471**

****NOTE:**

**All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery**

SUBMIT NO LATER THAN:

**Thursday, May 14, 2009
1:30 PM (Central)**

MARK ENVELOPE:

**BID 09-067
Summer Food Program**

*ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.*

**Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.**

**Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645**

**Prepared: 04/23/09
Issued: 04/29/09**

1.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **THURSDAY, MAY 7, 2009 at 10:00 AM**. The pre-bid conference will be held at the Fort Bend County Purchasing Department, Rosenberg Annex, 4520 Reading Road, Suite A, Richmond, Texas. All bidders are encouraged to attend.

2.0 GENERAL REQUIREMENTS:

- 2.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 2.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 2.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 2.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 2.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 2.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 2.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: FR/MOS

- 2.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 2.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 2.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 2.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 2.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 2.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: fn/mas

- 2.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 2.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 2.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 2.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 2.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: FR/mrs

- 2.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 2.20 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 2.21 **Inspections:** Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 2.22 **Testing:** Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 2.23 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: fa/mns

- 2.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 2.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 2.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 2.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 2.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 2.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: BR/mAS

- 2.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 2.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 2.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 2.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 2.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

- 2.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

3.0 TERMS AND CONDITIONS:

- 3.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 3.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 3.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 3.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 3.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 3.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: fa/mx

3.7 Invoices and Payments:

3.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

3.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

3.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

3.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

3.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

3.10 Warranty/Price:

3.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: fa/mos

- 3.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 3.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 3.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 3.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 3.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: fa/mjs

- 3.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 3.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 3.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 3.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 3.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: FR/MPS

- 3.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 3.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 3.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 3.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 3.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 3.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

4.0 ENCLOSURES:

Enclosure #1 – State Requirements

Initials of Bidder: FR/mns

Section C (continued)

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

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

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

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

3. Explanation to Bidders

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

4. Acknowledgement of Amendments to IFBs

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

5. Bidders Having Interest in More Than One Bid

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

6. Time for Receiving Bids

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

7. Errors in Bids

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

8. Award of Contract

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

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

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

Scope of Services

Section D

- (A) USDA regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- (B) Contractor agrees to deliver unitized meals * INCLUSIVE of milk or juice to locations set out in Schedule A, attached hereto and made a part of hereof, subject to the terms and conditions of this solicitation.
- (C) All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof. Food Service Management Companies may prepare unitized meals, with or without milk, for use in Summer Food Service Program.
- (D) Contractor shall furnish meals as ordered by Sponsor during the period of ** JUNE 8, 2009 to ** JULY 31, 2009. Meals are to be served *** FIVE (5) days a week, as specified in Schedule A.

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

Unit Price Schedule and Instructions

Section E

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

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

2. Evaluation of Bids will be performed as follows:

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

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

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

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

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

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

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

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

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

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

- ** Insert mutually agreed day
- *** Sponsor shall insert appropriate number of serving days.

Section E (continued)

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

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

9. Specifications

(A) Packaging:

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

(B) Food Preparation:

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

(C) Food Specifications:

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

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

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

General Conditions

Section F

1. Delivery Requirements

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

2. Supervision and Inspection

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

Section F (continued)

Recordkeeping

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

4. Method of Payment

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

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

5. Inspection of Facility

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

6. Performance Bond Requirement

The successful bidder shall provide the Sponsor with a performance bond in the amount of *** 25 % of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

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

7. Insurance

Food service management company shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Texas. A Certificate of Insurance of the food service management company's insurance coverage indicating these amounts must be submitted at the time of award:

1. Comprehensive General Liability-includes coverage for: (i) Premises-Operations; (ii) Products-Completed Operations; (iii) Contractual Insurance; (iv) BroadForm Property Damage; (v) acts of Independent Contractors; and (vi) Personal Injury; with a \$ _____ Combined Single Limit;
2. Automobile Liability coverage with a \$ _____ Combined Single Limit.
3. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of \$ _____.
4. Excess Umbrella Liability with a combined single limit of \$ _____.
5. Institution shall be included as an additional insured on General Liability, Automobile and Excess Umbrella policies.
6. The contract of insurance shall provide for notice to Institution of cancellation of insurance policies 30 days before such cancellation is to take effect.
7. Notwithstanding any other provision of this Contract, Institution shall not be liable to the food service management company for any indemnity.

8. Availability of Funds

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

9. Number of Meals and Delivery Times

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

Section F (continued)

10. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than **** 0 hours after specified meal time.

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

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

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

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

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

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

11. Termination

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

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

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

12. Subcontractors and Assignments

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

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

General Provisions

Section G

Equal Opportunity

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

Clean Air and Water

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

Summer Food Service Program
Invitation for Bid (Continued)

Form H1628
Page 8 / 01-2009

U. S. Department of Agriculture

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

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

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

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

Organization Name <i>Educational Catering, Inc</i>	PR/Award Number or Project Name
Name of Authorized Representative <i>FRANCIS RUPATI</i>	Title of Authorized Representative
Signature of Authorized Representative <i>[Signature]</i>	Date
Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative	Date

Instructions for Certification

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

Summer Food Service Program
Invitation for Bid (Continued)

Form H1628
Page 2 / 01-2009

Certificate of Independent Price Determination

Section B

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

Signature of Vendor's Authorized Representative <i>[Signature]</i>	Title <i>President</i>	Date <i>5/13/09</i>
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In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative <i>[Signature]</i>	Date <i>6-2-09</i>
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(Accepting a bidder's offer does not constitute acceptance of the contract.) *Robert Hebert*

ote: Sponsor and Bidder shall execute this Certificate of Independent Price Determination. *County Judge*

Section C

1. Definitions

As used herein:

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

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

2. Submission of Bids

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

Texas Department of
Agriculture

Summer Food Service Program
Invitation for Bid and Contract (FNS-688)

Form H1628
January 2009

Section A

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

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

Sponsor Information			
Name FORT BEND COUNTY		Sponsor Agreement Number	
Address (Street, City, State, ZIP Code) 309 SOUTH FOURTH STREET, SUITE 719, RICHMOND, TX 77469			
Area Code and Telephone No. 281-835-9419	Contact Person LETICIA ARRIAGA		
Contract Dates			
Commencement JUNE 8, 2009		Expiration JULY 31, 2009	
Bid Bond Percentage Required (Sponsor shall insert appropriate percentage from 5% to 10%) 5%			
Bid Opening			
Bid Issue Date April 29, 2009	Bid Number B09-067	Date May 14, 2009	Time 1:30 PM
Location 4520 READING RD, SUITE A, ROSENBERG, TX 77471			
Meal Service Bids			
Sponsor to enter estimated number of meals. Fixed unit price bids to be inserted by the bidder.			
	Fixed Unit Price Bid Per Meal	Sponsor's Estimated No. of Meals	Totals
Breakfast	\$ 1.449	X 12,675	\$ 18,366.08
Snack	\$	X	\$
Lunch/Supper	\$ 2.879	X 37,050	\$ 106,666.95
		Estimated Total	\$ 125,033.03
Prompt Payment Discount (To be inserted by the bidder) _____ % for payment within _____ days			
Performance Bond Percentage Required (State agency shall insert appropriate percentage from 10% to 25%)			
Bidder Information			
Name Educational Catering, Inc.		Area Code and Telephone No. (713) 722-7723	
Address (Street, City, State, ZIP Code) 1707 Afton Street			
Signature (In Ink) <i>[Signature]</i>		Name (Print or Type) FRANK J. RICUPATI	
Title President		Date 5/13/09	
Acceptance			
Sponsor Signature (In Ink) <i>[Signature]</i>		Date 6-2-09	Contract Number
Sponsor Name (Print or Type) Robert Hebert		Sponsor Title County Judge	

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name BOWIE ELEMENTARY/TW DAVIS #4	Contact Person MATT SALAZAR	Area Code and Telephone No. 281-594-6525
Address (Street, City, State, ZIP Code) 2304 BAMORE RD., ROSENBERG, TX 77471		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	100	3,900	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
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					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name BRAZOS BEND VILLA APTS.	Contact Person MS. MASON	Area Code and Telephone No. 281-342-5252
Address (Street, City, State, ZIP Code) 2020 ROCKY FALLS, RICHMOND, TX 77469		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	60	2,340	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
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					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
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					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name BRAZOS PARK / TW DAVIS #3	Contact Person MATT SALAZAR	Area Code and Telephone No. 281-594-6525
Address (Street, City, State, ZIP Code) 320 HOUSTON ST., ROSENBERG, TX 77471		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	25	975	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
					Supper			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name BRIARCHASE MISSIONARY BAPTIST CHURCH	Contact Person DANITA CANTY	Area Code and Telephone No. 281-437-9280
Address (Street, City, State, ZIP Code) 16000 BLUE RIDGE RD., MISSOURI CITY, TEXAS 77489		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	75	2,925	
					AM Snack			
					Lunch	75	2,925	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
					Supper			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name FIFTH STREET COMMUNITY CENTER	Contact Person LETICIA ARRIAGA	Area Code and Telephone No. 281-835-9419
Address (Street, City, State, ZIP Code) 3110 5 TH STREET, STAFFORD, TX 77477		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	80	3,120	
					AM Snack			
					Lunch	80	3,120	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
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					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name FOUR CORNERS COMMUNITY CENTER	Contact Person CRYSTAL MARTINEZ	Area Code and Telephone No. 281-983-9294
Address (Street, City, State, ZIP Code) 15700 OLD RICHMOND RD., SUGAR LAND, TX 77498		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	50	1,950	
					AM Snack			
					Lunch	100	3,900	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
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					Breakfast			
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					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name MAYFIELD PARK/ YMCA	Contact Person KEM REDICK	Area Code and Telephone No. 281-499-9622
Address (Street, City, State, ZIP Code) 106 AVE D., SUGAR LAND, TX 77478		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	20	780	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
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					PM Snack			
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					AM Snack			
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					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name MUSTANG COMMUNITY CENTER	Contact Person LETICIA ARRIAGA	Area Code and Telephone No. 281-835-9419
Address (Street, City, State, ZIP Code) 4521 FM 521, FRESNO, TX 77545		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	40	1,560	
					AM Snack			
					Lunch	40	1,560	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
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					Breakfast			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name NEW ST. PHILLIPS CHURCH/YMCA	Contact Person LETICIA ARRIAGA	Area Code and Telephone No. 281-835-9419
Address (Street, City, State, ZIP Code) 6538 HWY 521, ARCOLA, TX 77545		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	30	1,170	
					AM Snack			
					Lunch	30	1,170	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
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					AM Snack			
					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name RIDGEMONT ELEMENTARY	Contact Person LETICIA ARRIAGA	Area Code and Telephone No. 281-835-9419
Address (Street, City, State, ZIP Code) 4910 RAVEN RIDGE DR., HOUSTON, TX 77053		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	200	7,800	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
					PM Snack			
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					Breakfast			
					AM Snack			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name SEGUIN ELEMENTARY/ TW DAVIS #2	Contact Person MATT SALAZAR	Area Code and Telephone No. 281-594-6525
Address (Street, City, State, ZIP Code) 605 MABEL ST., RICHMOND, TX 77469		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	70	2,730	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
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					Breakfast			
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					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name TW DAVIS	Contact Person SHERRY/LETICIA ARRIAGA	Area Code and Telephone No. 281-341-0791/281-835-9419
Address (Street, City, State, ZIP Code) 911 THOMPSON HWY., RICHMOND, TX 77469		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	20	780	
					AM Snack			
					Lunch	60	2,340	
					PM Snack			
					Supper			
					Breakfast			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name TRUE GOSPEL HOLY CHURCH	Contact Person GLORIA JONES	Area Code and Telephone No. 713-553-3850
Address (Street, City, State, ZIP Code) 503 3 RD STREET, ROSENBERG, TX 77471		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	20	780	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
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					Lunch			
					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name BARBARA JORDAN PARK YOUTH CENTER/ TW DAVIS # 5	Contact Person MATT SALAZAR	Area Code and Telephone No. 281-594-6525
Address (Street, City, State, ZIP Code) 8714 PARK ST., NEEDVILLE, TX 77461		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast			
					AM Snack			
					Lunch	40	1,560	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
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					PM Snack			
					Supper			

Schedule A

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

Site Information List

Summer Food Service Program

Sponsor Name FRESNO WORSHIP CENTER	Contact Person PASTOR ALICE JONAS	Area Code and Telephone No. 281-438-3584
Address (Street, City, State, ZIP Code) 209 BROADMORE/ P.O. 1352, FRESNO, TX 77545		

Refrig. All Meals		Begin Date (1)	End Date (2)	Total Days Op. (3)	Meal Type (4)	Average Meals/Day (5)	Total Meals (6)	Delivery Time for Each Meal Type (7)
Yes	No							
x		06/08/09	07/31/09	39	Breakfast	30	1,170	
					AM Snack			
					Lunch	30	1,170	
					PM Snack			
					Supper			
					Breakfast			
					AM Snack			
					Lunch			
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					Lunch			
					PM Snack			
					Supper			

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

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

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

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

Schedule B

Summer Food Service Program

Menu Cycle*

* Sponsor shall attach a menu cycle for each site.

FORT BEND COUNTY PARKS DEPARTMENT
2009 SUMMER FOOD SERVICE PROGRAM
10 DAY BREAKFAST MENU CYCLE

DAY 1

Apple Jack Bowl Pak Cereal- 1 oz
***Low fat/Fat Free Milk- 8 oz**
Orange juice 8 oz
Banana – 1 ea
Utensil Kit

DAY 2

Bagel 25gm or 0.9 oz
w/ low fat/fat free cream cheese- 1 tbsp
sliced pears = ½ cup
Low fat/Fat Free Milk – 8 oz
Utensil Kit

DAY 3

Cereal Bar – 1.3 oz
Mixed fruit cup- 4 oz
Low fat/ Fat free Milk – 8 oz
Utensil Kit

DAY 4

Whole Wheat English Muffin- 25gm or 0.9 oz
w/ tbsp jelly
Fresh fruit cup- ½ cup (Grape, melon, strawberry)
Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 5

Low fat Granola Bar- 1.3 oz
Low fat strawberry yogurt- 4 oz
Apple – 1 ea
Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 6

Blueberry Muffin- 50gm or 1.8 oz
sliced peaches- ½ cup or other fruit

Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 7

Whole Grain Granola Cereal
W/ Raisins (3/4 cup or 1 oz)
Banana – 1 ea
Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 8

Cereal Bowl Pak- 1 oz
Mixed fruit cup 4 oz
Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 9

Cheese toast strips (1 serving)

Apple – 1 ea
Low fat/Fat Free Milk- 8 oz
Utensil Kit

DAY 10

Multi Grain Muffin 50 gm or 1.8 oz
Flavored Yogurt 4 oz
sliced oranges- 1 ea
Low fat/Fat Free Milk- 8 oz
Utensil Kit

*** Low fat/Fat Free Milk can consist of White, Chocolate, or Strawberry flavored.**

FORT BEND COUNTY PARKS DEPARTMENT
2009 SUMMER FOOD SERVICE PROGRAM
6 DAY LUNCH MENU CYCLE

DAY 1

Lunch Pak w/crackers – Turkey 1 Oz

American Cheese- 1 oz

Carrot sticks 3 oz w/ ranch dressing 1 pkg

Mixed fruit cup- ½ cup

***Low Fat/Fat Free Milk – 8 oz**

Utensil Kit

DAY 2

Tortilla Wrap- 1 serving w/lettuce & tomato ¼ cup

Low Fat/Fat Free Yogurt 4 oz

Apple – 1 ea

Low Fat/Fat Free Milk – 8 oz

Utensil Kit

DAY 3

Submarine Sandwich (Hoagie Roll) 25gm or 0.9oz

Lean Ham ½ oz & Lean Turkey ½ oz

Low Fat/Fat Free Cheese- 1 oz

Lettuce/Tomato – ¼ cup

Fresh cut fruit- ½ cup

Utensil Kit

DAY 4

Chicken Salad 2 oz

Lettuce/Tomato ¼ cup

Roll 25 gm or 0.9 oz

Mix fresh fruit cup- ½ cup

Low Fat/Fat Free Milk – 8 oz

Utensil Kit

DAY 5

Chicken Pita Pocket

2 oz lean chicken, whole

Wheat Pita Bread- 25 gm or 0.9 oz

Lettuce/Tomato – ¼ cup

Fresh broccoli or cucumber- ½ cup

Pineapple tidbits- ¼ cup

Low Fat/Fat Free Milk- 8 oz

Utensil Kit

DAY 6

Sliced Ham 1.5 oz

Round Bun 1 ea

American cheese .5 oz

Salad Dressing/Mustard 1 pkg

Apple – 1 ea

Fresh carrots- ½ cup w/ranch dressing 1 oz

Low Fat/Fat Free Milk- 8 oz

Utensil Kit

***Low Fat/Fat Free Milk can consist of White, Chocolate, or Strawberry Milk.**

NO PORK PLEASE!!

Schedule C

Summer Food Service Program

USDA Required Meal Patterns

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

Breakfast

Milk 1 cup
Fluid Milk (1/2 pint)

Vegetables and Fruits

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

Bread and Bread Alternates

Bread (Whole-grain or enriched) or 1 slice

Bread Alternates (whole-grain or enriched):

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

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

(Optional) Serve as often as possible:

Meat and Meat alternates 1 ounce

(See lists under Lunch or Supper)

Schedule C (continued)

snack (Supplemental Food)

Choose two items from the following four components:

Meat and Meat Alternates

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

Meat Alternates:

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

Vegetables and Fruits

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

Bread and Bread Alternates

Bread (Whole-grain or enriched) or 1 slice

Bread Alternates (whole-grain or enriched):

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

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

Milk 1 cup
Fluid Milk (1/2 pint)

Schedule C (continued)

Lunch or Supper

Milk 1 cup
Fluid Milk (1/2 pint)

Meat and Meat Alternates

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

Meat Alternates:

Cheese or 2 ounces
Egg or 1 large
Cooked dry beans or peas or ½ cup
Peanut butter or other nut or seed butters or 4 tablespoons
nuts and/or seeds 1 ounce = 50% *
(or an equivalent quantity of any combination of meat or meat alternates)

Vegetables and Fruits

Vegetables and/or fruits (2 or more selections for a total of ¼ cup) or ¾ cup
full-strength vegetable or fruit juice ¾ cup
(or an equivalent quantity of any combination of vegetables, fruits and juice)
Juice may not be counted to meet more than ½ of this requirement.

Bread and Bread Alternates

Bread (Whole-grain or enriched) or 1 slice
Bread Alternates (whole-grain or enriched):
cornbread, biscuits, rolls, muffins, etc. or 1 serving
cooked pasta or noodle products or ½ cup
cooked cereal grains, such as rice corn grits, or bulgur ½ cup
(or an equivalent quantity of a combination of bread or bread alternates)

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

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

Summer Food Service Program
 Invitation for Bid (Continued)

Form H1628
 Page 15 / 01-2009

Schedule D

Sponsor FORT BEND COUNTY

Unit Price Schedule

Instructions:

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

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

Total Meals X Cost = Total Cost.

(a) Meal Type (i.e., Lunch)	(b) Average Daily Meals Needed ¹	(c) Total Number of Meals ²	(d) Unit Cost ³	(e) Total Bid
BREAKFAST	325	12,675	\$ 1.449	\$ 18,266.08

Adjustments

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

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

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

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

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

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

Summer Food Service Program
 Invitation for Bid (Continued)

Form H1628
 Page 15 / 01-2009

Schedule D

Sponsor FORT BEND COUNTY

Unit Price Schedule

Instructions:

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

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

Total Meals X Cost = Total Cost.

(a) Meal Type (i.e., Lunch)	(b) Average Daily Meals Needed ¹	(c) Total Number of Meals ²	(d) Unit Cost ³	(e) Total Bid
LUNCH	950	37,050	\$ 2.879	\$ 106,666.95

Adjustments

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

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

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

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

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

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

Summer Food Service Program
 Invitation for Bid (Continued)

Form H1628
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Schedule D-1

Sponsor FORT BEND COUNTY

Summary Bid Sheet

Meal Type	Total Number Meals	Unit Cost	Total
Breakfast	325 / day	\$ 1.449	\$ 470.92 / Day
AM Supplement		\$	\$
Lunch	950 / Day	\$ 2.879	\$ 2735.05 / Day
PM Supplement		\$	\$
Total	1,275 / Day	\$	\$ 3205.97 / Day

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

Ft. Bend Parks and Recreation SFSP Meals Proposal

Company Profile of Proposer

Legal Name: Educational Catering, Inc.
Incorporated: Texas - April 1993
Corporate Address: 1307 Afton Street, #207
 Houston, TX 77055
Contact Info: Frank Ricupati
 (713) 722-7773 X306
 Fax (713) 722-8484
 Email: fricupati@ed-cat.com

Acceptance and Exceptions of Bid 09067 – Summer Food Program

ECI accepts the terms and conditions with the following exception(s).

The amount bid included in ECI's submitted bid amount of \$125,033.03 includes a menu substitution. Such menu substitution is included on the following pages 4 pages

ECI will submit invoices and delivery tickets weekly.

References

<u>School Name</u>	<u>City, State, Zip</u>	<u>Phone</u>	<u>Served</u>
Commissary	Houston, TX 77055	713 680 8659	1992
City of Garland	City of Garland purch		2007
City of Garland	City of Garland Purch		2005
Fort Bend County	Parks and Rec		2008
Fort Bend County	Parks and Rec		2007
Fort Bend County	Parks and Rec		2003

Tarrant County College - Northeast
Campus

Houston, TX 77050	817 515-6383	2003
Nolan Catholic HS Ft. Worth, TX 76103	817 457-2920	1998
St. Maria Goretti Arlington, TX 75103	817 275-5081	1999
St. Andrews Catholic Ft Worth, TX 76109	817 924-8917	2000

Meals will be delivered in refrigerated vehicles. ECI intends to use a minimum of two vehicles. If the number of sites declines, ECI may use one truck towards the end of the program. ECI will lease these vehicles from a local company. If substitutions are made due to availability, the fruit will always be a different type than the fruit juice offered in the same meal.

ECI will have a contact person available during the first two weeks of operation, and throughout the period of service. Sponsor can reach ECI at the following:

(713) 722-7773
 Frank Ricupati X 306
 Tomasa Vasquez X 310

Breakfast		Units
Day 1	Honey Nut Cheerios	1
	1% Milk	1
	Apple Juice	1
	Orange	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	1
	Shipping Box	1

Day 2	Granola Cereal Bar	1
	Rasins	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 3	Toasted Crackerw/che	2
	Apple	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 4	Bagel	1
	PC Cream Cheese	1
	Pears	4
	Cup	1
	Lid	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Lunch		Units
DAY 1	Bologna	1.5
	Amer Cheese	0.5
	White bread	2
	Container	1
	Salad Dressing	1
	Red Apple	1
	Grape Juice 4 oz	1
	8 oz Choc Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 2	Turkey Ham (Lunch P:	1
	Amer Cheese	1
	Crackers	2
	Container	1
	8 oz Strawberry Milk	1
	OJ	1
	Salad Dressing	1
	Mixed Fruit (fruit cockt	4
	Cup	1
	Lid	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 3	Turkey (wrap)	1
	Amer Cheese	1
	Flour Tortilla	1
	Container	1
	Season Fruit	1
	Apple Juice	1
	8 oz Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 5	Wheat English Muffin	1
	Jelly PC	1
	Fresh Fruit	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

	Blueberry Muffin	1
	Slice Peaches	4
Day 6	Cup	1
	Lid	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 7	Straw Yogurt Bar	1
	1% Milk	1
	Apple Juice	1
	Seasonal Fruit	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	1
	Shipping Box	1

	Blueberry Muffin	1
Day 8	Slice Peaches	4
	Cup	1
	Lid	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 9	Toasted Crackerw/che	2
	Apple	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 4	Sliced Chicken	1.5
	Ham Bun	1
	Amer Cheese	0.5
	Pickle	1
	Container	1
	Mixed Fruit Juice	1
	8 oz Choc Milk	1
	Salad Dressing	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 5	Sliced Turkey Ham	1.5
	Amer Cheese	0.5
	Ham Bun	1
	Salad Dressing	1
	Container	1
	Green Apple	1
	Cherry Apple Juice	1
	8 oz Strawberry Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 6	Turkey	1
	Amer Cheese	1
	Pita Pocket Bread 6"	1
	Container	1
	8 oz Milk	1
	OJ	1
	Salad Dressing	1
	Mixed Fruit (Fruit Cock	4
	Cup	1
	Lid	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 10	Bagel	1
	PC Cream Cheese	1
	Pears	4
	Cup	1
	Lid	1
	Milk	1
	Spork	1
	Baggie	1
	Bag	1
	Ship Box	1

Day 7	Bologna	1.5
	Amer Cheese	0.5
	White bread	2
	Container	1
	Salad Dressing	1
	Apple Sauce	4
	Cup	1
	Lid	1
	OJ 4 oz	1
	8 oz Choc Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 8	Turkey Ham (Lunch P:	1
	Amer Cheese	1
	Crackers	2
	Container	1
	8 oz Choc Milk	1
	Mixed Fruit Juice	1
	Red Apple	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 9	Turkey	1
	Amer Cheese	1
	Pita Pocket Bread 6"	1
	Container	1
	8 oz Milk	1
	Apple Juice	1
	Pickle	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 10	Sliced Chicken	1
	Ham Bun	1
	Amer Cheese	0.5
	Container	1
	Red Apple	1
	Cherry Apple Juice	1
	8 oz Choc Milk	1
	Salad Dressing	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 11	Sliced Turkey Ham	1.5
	Amer Cheese	0.5
	Ham Bun	1
	Container	1
	Salad Dressing	1
	Green Apple	1
	Mixed Fruit Juice	1
	8 oz Strawberry Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1

Day 12	Turkey	1.5
	Amer Cheese	0.5
	Wheat bread	2
	Container	1
	Salad Dressing	1
	Red Apple	1
	Cherry Apple Juice 4 c	1
	8 oz Milk	1
	Utensil Kit	1
	Paper Bag	1
	Baggie	3
	Shipping Box	1



Surety Advisors, LLC

a service of j.m. strange & company

Surety Bonds

713-622-1494

www.suretybondservices.com

May 14, 2009

Frank J. Ricupati, President
Educational Catering, Inc.
1307 Afton St.
Houston, TX 77055

VIA CLIENT PICKUP

Re: Suretec Insurance Company – Bid Bond – Fort Bend County, Texas Summer Food
Program Bid 09-067

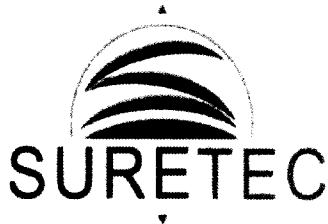
Dear Mr. Ricupati:

It is a pleasure to enclose the captioned bid bond and copy for your files. Be sure to sign where indicated on the original. Notify our office as soon as you are declared the low bidder. The Surety will want to see any published bid results so please forward when received.

Good luck on your bid! Your continued business is much appreciated! After receipt, please email or phone with your questions and/or comments.

Sincerely,

Amanda R. Turman, ISR
amanda@jmstrange.com
Bond Department



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Educational Catering, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Fort Bend County Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for BID 09-067 Summer Food Program.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 14 day of May, 2009.

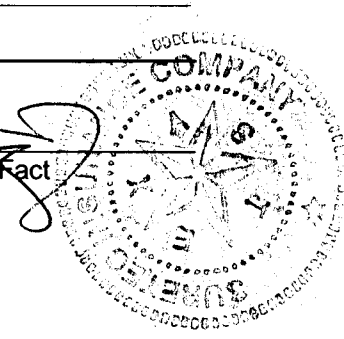
Educational Catering, Inc.
(Principal)

BY: [Signature]

TITLE: Frank J. Ricupati, President

SureTec Insurance Company

BY: [Signature]
John Mark Strange, Attorney-in-Fact



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Mark Strange, Maria A. Raveling

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Two Million Five Hundred Thousand Dollars and no/100 (\$2,500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.



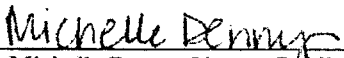
SURETEC INSURANCE COMPANY

By: 
 B.J. King, President

State of Texas ss:
 County of Harris

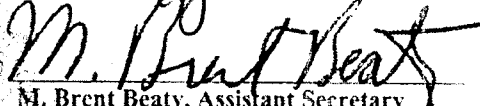
On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Michelle Denny, Notary Public
 My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of May, 2009, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 p.m. CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**Important Notice Regarding
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

**Exclusion of Liability for
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Educational Catering, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Fort Bend County Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for BID 09-067 Summer Food Program.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 14 day of May, 2009.

Educational Catering, Inc.
(Principal)

BY: _____ **COPY** _____
TITLE: Frank J. Ricupati, President

SureTec Insurance Company

BY: _____
John Mark Strange, Attorney-in-Fact

