

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on May 25, 2010. Thank you.

DATE: May 25, 2010

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

COUNTY JUDGE
RECEIVED
MAY 26 2010

AGENDA ITEM 32E

Bid 10-090

Vendor Information

EDUCATION CATERING, INC.
Legal Name of Contracting Company

[REDACTED]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-722-7773 713-722-8484
Telephone Number Facsimile Number

1307 AFTON ST.
Complete Mailing Address (for Correspondence)

HOUSTON, Texas 77055
City, State and Zip Code

SAME
Complete Remittance Address (if different from above)

SAME
City, State and Zip Code

FRANK RICUPATI, President
Authorized Representative and Title (printed)

FRICUPATI@ed-cat.com
Authorized Representative's Email Address

[Signature]
Signature of Authorized Representative

Initials of Bidder: FR/MDS

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 7, 2010		Expiration JULY 30, 2010	
Bid Bond Percentage Required (Sponsor shall insert appropriate percentage from 5% to 10%) 5%			
Bid Opening			
Bid Issue Date April 28, 2010	Bid Number 10-090	Date May 13, 2010	Time 1:30 p.m.
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	\$ 1.776	X 9015	\$ 16010.64
Snack.....	\$	X	\$
Lunch/Supper	\$ 3.131	X 16315	\$ 51082.27
		Estimated Total	\$ 67092.91
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%) <u>25%</u>			
Bidder Information			
Name EDUCATIONAL CATERING, INC.		Area Code and Telephone No. (713) 722-7773	
Address (Street, City, State, ZIP Code) 1307 AFTON STREET Houston, TX 77055			
Signature (In Ink) <i>Frank J. Ricupati</i>		Name (Print or Type) FRANK J RICUPATI	
Title President		Date 5/12/10	
Acceptance			
Sponsor Signature (In Ink) <i>Robert Hebert</i>		Date 5-25-2010	Contract Number
Sponsor Name (Print or Type) Fort Bend County		Sponsor Title County Judge	

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 	Title PRESIDENT	Date 5/12/10
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In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative 	Date 5-25-2010
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(Accepting a bidder's offer does not constitute acceptance of the contract.)

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

Section C

1. Definitions

As used herein:

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

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

2. Submission of Bids

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

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 TRAINING</i>	PR/Award Number or Project Name
Name of Authorized Representative <i>FRANK J. RICUPATI</i>	Title of Authorized Representative
Signature of Authorized Representative <i>[Signature]</i>	Date <i>5/12/10</i>
Name of Authorized Representative <i>Robert Hebert</i>	Title of Authorized Representative <i>County Judge</i>
Signature of Authorized Representative <i>[Signature]</i>	Date <i>5-25-2010</i>

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.



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** 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 **Summer Food Service Program Bid Number 10-090**.

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.

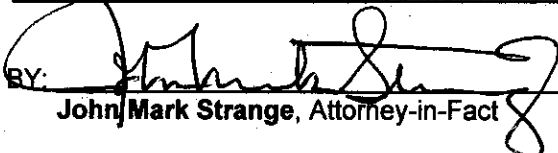
SIGNED, sealed and dated this **12** day of **May**, 2010.

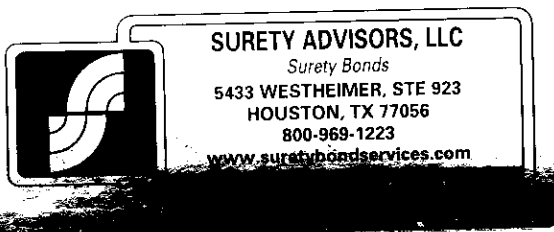
Educational Catering, Inc
(Principal)

BY:  _____

TITLE: Frank J. Ricupati, President

SureTec Insurance Company

BY:  _____
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:

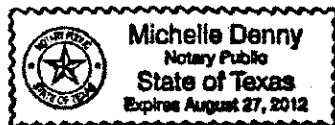
B.J. King, President

State of Texas
County of Harris

ss:



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

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 12th day of May, 2010, A.D.

M. Brent Beaty
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 pm 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, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

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 10-090 – Summer Food Program

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

ECI's submitted bid includes menu substitutions. The menu substitutions are included on ECI's alternate menu within the following 4 pages. ECI will submit invoices and delivery tickets weekly.

Delivery to the Needville Site will have a minimum count of 50 lunches. If less than minimum, there will be a flat \$50 deliver charge per delivery. Alternatively, Ft. Bend Parks can instruct ECI to drop off the meals at an alternate location on the route. Deliveries will begin as early as 7am and go thorough 12:30.

Needville Site

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 – Jose Alvarado - javarad@ci.garland.tx.us	City of Garland purch		2007
Fort Bend County	Parks and Rec		2009
Fort Bend County	Parks and Rec		2008

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 two vehicles. If the number of sites declines, ECI may use one truck at its discretion. ECI will lease these vehicles from a local company.

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, Michael Shelledy X 308 Tomasa Vasquez X 310

Pricing Adjustment for option years stated in RFP. ECI's proposed prices are based on 98% of the USDA Published Reimbursement Rates for Vended, Urban Sites, Administrative & Operating Combined: 1.8125 for Breakfast and 3.195 for lunch. The result of the calculation resulted in our proposed pricing for this proposal of 1.776 for Breakfast and 3.131. Pricing for the Option Years stated in RFP will include the same pricing calculation: 98% of the then current published rates for Vended, Urban Sites, Administrative and Operating Combined.

Breakfast			Lunch		
		Units			Units
Day 1	Honey Nut Cheerios	1	DAY 1	Bologna	1.5
	1% Milk	1		Amer Cheese	0.5
	Apple Juice	1		White bread	2
	Orange	1		Container	1
	Utensil Kit	1		Salad Dressing	1
	Paper Bag	1		Red Apple	1
Day 2				Grape Juice 4 oz	1
	Granola Cearal Bar	1		8 oz Choc Milk	1
	Rasins	1		Utensil Kit	1
	Milk	1		Paper Bag	1
	Spork	1	Day 2	Turkey (wrap)	1
	Bag	1		Amer Cheese	1
Day 3				Flour Tortilla	1
	Toasted Crackerw/che	2		Container	1
	Apple	1		Season Fruit	1
	Milk	1		Apple Juice	1
	Spork	1		8 oz Milk	1
	Bag	1		Utensil Kit	1
Day 4				Paper Bag	1
			Day 3	Sliced Chicken	1.5
	Bagel	1		Ham Bun	1
	PC Cream Cheese	1		Amer Cheese	0.5
	Pears	4		Pickle	1
	Cup	1		Container	1
	Lid	1		Mixed Fruit Juice	1
	Milk	1		8 oz Choc Milk	1
	Spork	1		Salad Dressing	1
	Bag	1		Utensil Kit	1
Day 5				Paper Bag	1
	Wheat English Muffin	1	Day 4	Sliced Turkey Ham	1.5
	Jelly PC	1		Amer Cheese	0.5
	Fresh Fruit	1		Ham Bun	1
	Milk	1		Salad Dressing	1
	Spork	1		Container	1
	Bag	1		Green Apple	1
Day 6				Cherry Apple Juice	1
	Blueberry Muffin	1		8 oz Strawberry Milk	1
	Slice Peaches	4		Utensil Kit	1
	Cup	1		Paper Bag	1
	Lid	1	Day 5	Turkey	1
	Milk	1		Amer Cheese	1
	Spork	1		Pita Pocket Bread 6"	1
	Bag	1		Container	1

			8 oz Milk	1	
			OJ	1	
			Salad Dressing	1	
Day 7	Straw Yogurt Bar	1	Mixed Fruit (Fruit Cocktail)	4	
	1% Milk	1	Cup	1	
	Apple Juice	1	Lid	1	
	Seasonal Fruit	1	Utensil Kit	1	
	Utensil Kit	1	Paper Bag	1	
	Paper Bag	1			
			Day 6	Bologna	1.5
				Amer Cheese	0.5
Day 8	Blueberry Muffin	1		White bread	2
	Slice Peaches	4		Container	1
	Cup	1		Salad Dressing	1
	Lid	1		Apple Sauce	4
	Milk	1		Cup	1
	Spork	1		Lid	1
	Bag	1		OJ 4 oz	1
				8 oz Choc Milk	1
				Utensil Kit	1
				Paper Bag	1
Day 9	Toasted Crackerw/che	2			
	Apple	1			
	Milk	1	Day 7	Turkey	1
	Spork	1		Amer Cheese	1
	Bag	1		Pita Pocket Bread 6"	1
				Container	1
				8 oz Milk	1
Day 10	Bagel	1		Apple Juice	1
	PC Cream Cheese	1		Pickle	1
	Pears	4		Utensil Kit	1
	Cup	1		Paper Bag	1
	Lid	1			
	Milk	1	Day 8	Sliced Chicken	1
	Spork	1		Ham Bun	1
	Bag	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

Day 9	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

Day 10	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

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	260	9015	\$ 1.776	\$ 16010.64

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 H1828
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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	465	16315	\$ 3.131	\$ 51082.27

Adjustments

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

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

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

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

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

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

Schedule D-1

Sponsor
Fort Bend County

Summary Bid Sheet

Meal Type	Total Number Meals	¹ Unit Cost	Total
Breakfast	9015	\$ 1.776	\$ 16010.64
AM Supplement		\$	\$
Lunch	16315	\$ 3.131	\$ 51082.27
PM Supplement		\$	\$
Total	25330.	\$	\$ 67092.91

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

INVOICE: 000511529

DIST: 501

EMPLOYEES: 12

PERMITS:
F,G

CITY OF HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES

BE IT KNOWN THAT

EDUCATIONAL CATERING
AT
1303 AFTON HOUSTON, TX 77055

OWNER: EDUCATIONAL CATERING, INC.

**IN CONFORMITY WITH THE STATUTES OF THE
STATE OF TEXAS, THE ORDINANCES OF THE CITY
OF HOUSTON, AND THE REGULATIONS OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
IS GRANTED THIS**

FOOD DEALERS PERMIT 10-25

FOR

ESTABLISHMENT TYPE: 080 DESCRIPTION: CATERING ESTABLISHMENT

DATE PURCHASED 11/18/2009

DATE PERMIT STARTS 12/02/2009

DATE PERMIT ENDS 12/02/2010

PERMIT NUMBER 10680

ACCOUNT NUMBER 200702

EDUCATIONAL CATERING
1303 AFTON
HOUSTON, TX 77055

PROPERTY OF THE CITY OF HOUSTON
POST IN PUBLIC VIEW
(713) 794-9200

220233

INVOICE: 000511529

DIST: 501

EMPLOYEES: 12

PERMITS:
F,G

CITY OF HOUSTON DEPARTMENT OF HEALTH AND HUMAN SERVICES

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STATE OF TEXAS, THE ORDINANCES OF THE CITY
OF HOUSTON, AND THE REGULATIONS OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
IS GRANTED THIS**

FATS, OILS & GREASE GENERATOR PERMIT - 1

FOR

ESTABLISHMENT TYPE: 080 DESCRIPTION: CATERING ESTABLISHMENT

DATE PURCHASED

DATE PERMIT STARTS 11/18/2009

DATE PERMIT ENDS 12/02/2009

PERMIT NUMBER 12/02/2010

ACCOUNT NUMBER 10680

200702

EDUCATIONAL CATERING
1303 AFTON
HOUSTON, TX 77055

PROPERTY OF THE CITY OF HOUSTON

POST IN PUBLIC VIEW

(713) 794-9200

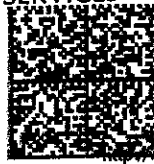
220234

OFFICIAL STATE DOCUMENT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
REGULATORY LICENSING UNIT

P.O. BOX 149347 MC 2003
AUSTIN, TX 78714-9347

FIRST CLASS



02 1M

\$ 00.28⁰

0004252846 JUL 03 2008

For information please see our website: www.texas.gov/foodanddrug/foodanddrug.htm

RETURN POSTAGE GUARANTEED



Texas Department of State Health Services
Food & Drug Licensing Group

This is to Certify that
Jose Reyes

has satisfactorily completed a state approved Certified Food
Management Examination pursuant to the Texas Health and
Safety Code, Chapter 438, Subchapter D

Candidate Code: 000073161

Cert No: 374028

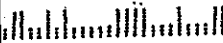
Expires: 06/15/2014

Commissioner

3/2769

FOLD HERE - DO NOT CUT

JOSE REYES
7710T CHERRY PARK DR 246
HOUSTON TX 77095



1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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/mas

- 1.8 **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.
- 1.9 **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.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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/mos

- 1.14 **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.
- 1.15 **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.
- 1.16 **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.
- 1.17 **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.
- 1.18 **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: FA/mas

- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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/mos

- 1.24 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 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.
- 1.28 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.
- 1.29 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: Fa/mos

- 1.30 **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.
- 1.31 **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.
- 1.32 **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.
- 1.33 **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.
- 1.34 **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.

Initials of Bidder: FR/mjs

- 1.35 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.

2.0 TERMS AND CONDITIONS:

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 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.
- 2.6 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: Fn/mas

2.7 Invoices and Payments:

2.7.1 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.

2.7.2 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.

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

2.8 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.

2.9 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.

2.10 Warranty/Price:

2.10.1 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: FR/mos

- 2.10.2 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: FR/mos

- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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: FA/mos

- 2.21 **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.
- 2.22 **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.
- 2.23 **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.
- 2.24 **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.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **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.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) company to provide summer food services that meets or exceeds specifications described herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 JUNE 2010** through **31 MAY 2011**, renewable annually for four (4) years (through 31 May 2015) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate. Each renewable term requires vendor to sign The Texas Department of Agriculture Summer Food Services Program Form H1628.

5.0 BID FORM COMPLETION:

Fill out vendor information sheet, initial each page, complete The Texas Department of Agriculture Summer Food Services Program Form H1628 and return to the Fort Bend County Purchasing Department three (3) complete sets.

6.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **THURSDAY, MAY 6, 2009 at 9:00 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.

7.0 BID BOND:

If bid submittal exceeds \$100,000, bidder must submit, with bid, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.

8.0 PERFORMANCE AND PAYMENT BONDS:

The successful Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 25% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

Initials of Bidder: Fa/mjs

9.0 INSURANCE:

- 9.1 All bidders must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the bidder named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.
- 9.2 Commercial General Liability Insurance. Commercial General Liability Insurance on an occurrence form in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. Policy shall include contractual liability coverage.
- 9.3 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Bidder as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 9.4 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Bidder and all sub-bidders in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 9.5 Before commencing work, the successful vendor is required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Certificates shall indicate name of vendor, name of insurance company, policy number, term of coverage and limits of coverage. Vendor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Vendor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas. County and the members of County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All policies written on behalf of vendor shall contain a waiver of subrogation in favor of County and the members of County Commissioners Court. Vendor shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

Initials of Bidder: FA/mos

10.0 HEALTH CERTIFICATE:

All bidders must submit, with bid, a copy of a current State of Texas or local health certificate for the food preparation facilities.

11.0 ENCLOSURES:

Enclosure #1 – The Texas Department of Agriculture Summer Food Services Program Package.

Initials of Bidder: FL/mas

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/13/2010PRODUCER (713)783-7060 FAX (713)783-2832
BILL VAWTER & COMPANY
P. O. BOX 22528
HOUSTON, TX 77227
Brigitte Robledo

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

INSURED Educational Catering
1307 Afton
Housston, TX

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: COLONY INSURANCE COMPANY

INSURER B: TEXAS MUTUAL INSURANCE COMPANY

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	MP3649979	10/24/2009	10/24/2010	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001181741	06/04/2009	06/04/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Summer Food Program

CERTIFICATE HOLDER

Fort Bend County
Attn: Debbie Kaminski
4520 Reading Road
Suite A
Rosenberg, TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E.J. Chromcak



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/13/10

PRODUCER Allstate Insurance Herman Burroughs 9525 Katy Freeway, Ste 150 Houston, Texas 77024	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Educational Catering, Inc. 1307 Afton St. Houston, Texas 77055	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: Allstate Insurance Co. INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

USER ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY	048785093	08/30/2009	08/30/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN)				OTH-ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
	OTHER				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

 Fort Bend County
 Debbie Kaminski
 4520 Reading Road, Suite A
 Rosenberg, TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE