

To Clerk 4-15-15

AGENDA ITEM

**MEMORANDUM**

4-7-15  
#27A

**TO:** Judge Robert Hebert B15-059  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on April 7, 2015. Thank you.

**DATE:** April 10, 2015

**RETURN TO:** Norma Weaver  
Administrative Assistant  
Purchasing Agent  
301 Jackson, Suite 201  
Richmond, Texas 77469

COUNTY CLERK  
RECEIVED  
APR 10 2015

**Educational Catering dba ECI Management Group**

**Vendor Information**

**Educational Catering, Inc dba ECI Management Group**

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

817-887-8460

Telephone Number

817-394-2478

Facsimile Number

777 Main St., STE 600

Complete Mailing Address (for Correspondence)

Fort Worth, TX 76102

City, State and Zip Code

Complete Remittance Address (if different from above)

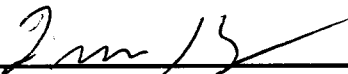
City, State and Zip Code

Frank Ricupati - President

Authorized Representative and Title (printed)

fricupati@ecimanagementgroup.com

Authorized Representative's Email Address

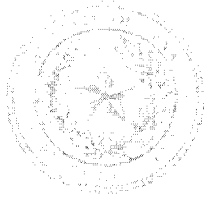


Signature of Authorized Representative

Initials of Bidder: \_\_\_\_\_

**\* Amended 3.26.15**

***Fort Bend County Specification Download Acknowledgment***



***Invitation for Bid  
Term Contract for Summer Food Program  
BID 15-059***

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

**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 dba ECI Management Group**

Legal Name of Contracting Company

**Frank Ricupati**

Contact Person

**777 Main St., STE 600 Fort Worth TX 76102**

Complete Mailing Address

**817-887-8460**

**817-394-2478**

Telephone Number

Facsimile Number

**fricupati@ecimanagementgroup.com**

Email Address

A handwritten signature in black ink, appearing to read "Frank Ricupati", is written over a horizontal line.

**3/24/2015**

Signature

Date

Handwritten initials in black ink, possibly "FR", located in the bottom right corner of the page.

**\* Amended 3.26.15**

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



**Term Contract for Summer Food Program  
for Fort Bend County  
BID 15-059**

**SUBMIT BIDS TO:**

**\*Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469**

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

**SUBMIT NO LATER THAN:**

**\*Thursday, April 2, 2015  
1:30 PM (Central)**

**LABEL ENVELOPE:**

**BID 15-059  
Summer Food Program**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED 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 awards.**

**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:**

**Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)**

**Prepared: 01/27/15  
Issued: 03/11/15**

A handwritten signature in the bottom right corner of the page.

**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 301 Jackson, Suite 201, Richmond, 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, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 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.
- 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.

Initials of Bidder:     *JR*

- 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.
- 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

Initials of Bidder:     *JM*

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.
- 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.
- 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

Initials of Bidder:   *jm*

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.
- 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

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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 may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 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.

Initials of Bidder:     *JM*

- 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.
- 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.

Initials of Bidder: JM

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.

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

Initials of Bidder:     *jm*

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.
- 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.

Initials of Bidder: jm

- 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.
- 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 effective 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.

Initials of Bidder:     *Jm*

**3.0 SCOPE:**

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

**4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 JUNE 2015** through **31 MAY 2016**, renewable annually for four (4) years (through 31 May 2021) 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.

**5.0 BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, 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 bid must be in a sealed envelope and marked with the appropriate bid number. 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. All response typed or written information must be clear and legible.

**6.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **THURSDAY, MARCH 19, 2015 at 9:00 AM**. The pre-bid conference will be held at the Fort Bend County Purchasing Department, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas. All bidders are encouraged to attend.

**7.0 BID BOND:**

If bid submittal exceeds \$150,000, bidder must submit, with bid, a Bid Bond for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County. The bond must be secured from a surety company listed in the U.S. Department of the Treasury Circular 570. 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:**

If bid submittal exceeds \$150,000, bidder must submit, performance and payment bonds each for no less than ten (10) percent of the value of the contract for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570 and delivered to the Purchasing Office within ten (10) calendar days after receipt of notification of bid award

Initials of Bidder:           *th*

**9.0 INSURANCE:**

- 9.1 All vendors must submit, with Bid, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, vendors 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 contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of bid.
- 9.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
- 9.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

Initials of Bidder:     *BM*

- 9.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 9.6 No cancellation of or material change to the policies may be made without sixty (60) days prior, written notification to Fort Bend County.
- 9.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 9.8 All insurance companies must maintain A.M.Best's rating of A-VII or higher.

**10.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 10.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 10.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 10.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

Initials of Bidder: jm

- 10.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 10.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

**11.0 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.

**12.0 ENCLOSURES:**

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

Initials of Bidder: mm

## Summer Food Service Program Invitation for Bid (IFB) and Contract

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### SECTION A

#### INVITATION FOR BID AND CONTRACT FACE SHEET

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 contracting entity below.

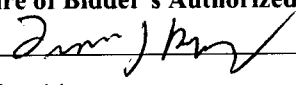
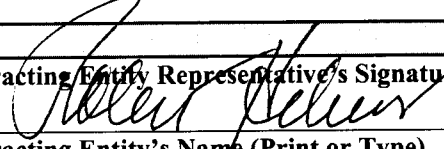
Please note that changes to the Invitation for Bid (IFB) and Contract terms are not allowed. Contracting entities that make changes to terms that have not been approved by the Texas Department of Agriculture (TDA) may not use SFSP funds to pay Food Service Management Company (FSMC) expenses.

**The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)**

**If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).**

**Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).**

**USDA is an equal opportunity provider and employer.**

CONTRACTING ENTITY (CE)				
Name Fort Bend County				CE ID # 01637
Address (Street, City, State, Zip Code) 9555 A. Highway 6 South Missouri City, TX 77459				
Telephone Number (281) 835 - 9419		Contact Person Crystal Martinez		
CONTRACT DATES				
Commencement June 8, 2015			Expiration July 31, 2015	
Bid Bond Percentage Requires (CE shall insert appropriate percentage from 5% to 10%) 5%				
BID OPENING				
Bid Issue Date 3/11/15	Bid Number B15-059	Date 3/26/15	Time 1:30 PM	
Location (Street, City, State, Zip Code) 301 Jackson St., Suite 201, Richmond, TX 77469				
MEAL SERVICE BIDS				
Contracting entity to enter estimate number of meals. Fixed unit price bids to be inserted by the bidder				
	Fixed Unit Price Bid Per Meal	Times	CE's Estimated No. of Meals	Totals
Breakfast	\$ 1.985	X	5,750	\$11,413.75
AM Snack	\$	X		\$
Lunch	\$ 3.515	X	12,000	\$42,180.00
PM Snack	\$	X		\$
Supper	\$	X		\$
			Estimated Total	\$53,593.75
Prompt Payment Discount (To be inserted by the bidder) → 05% For payment within 10 days				
Performance Bond Percentage Required 10%				
BIDDER INFORMATION				
Company Name Educational Catering, Inc dba ECI Management Group			Telephone Number ( 817 ) 887-8460	
Address (Street, City, State, Zip Code) 777 Main St., STE 600, Fort Worth, TX 76109				
Signature of Bidder's Authorized Representative (In Ink) 			Name (Print or Type) Frank Ricupati	
Title President			Date 3/24/2015	
ACCEPTANCE				
Contracting Entity Representative's Signature (In Ink) 			Date 4.7.2015	Contract No.
Contracting Entity's Name (Print or Type) Robert Hebert			Contracting Entity Representative's Title County Judge	


## INVITATION FOR BID AND CONTRACT INDEX

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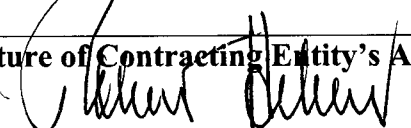
**SECTION B**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the bidder certifies and in the case of a joint bid, each part thereto certifies as to its own organization, that in connection with this procurement:
- 1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to 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 bidder or to any competitor;
  - 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.
- B. Each person signing this bid certifies that:
- 1) He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he 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 bidder'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 Bidder's Authorized Representative	Title	Date
	President	3/24/2015

In accepting this bid, the contracting entity's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

Signature of Contracting Entity's Authorized Representative	Date
	4-14-2015

Robert Hebert, County Judge, Fort Bend County

*Approved by Comm Court on 4-17-14*

(Accepting a bidder's bid does not constitute acceptance of the contract.)

**Note:** Contracting entity and bidder shall execute this Certificate of Independent Price Determination.

## SECTION C

### INSTRUCTIONS TO BIDDERS

#### 1. Definitions

As used herein:

- a) **Bid**—An offer to perform, in accordance with the specifications and conditions, for a stipulated price. The bidder's offer.
- b) **Bid Bond**—A copy of the bid bond must accompany the IFB when submitted to the contracting entity; it is required only if the projected contract reimbursement is in excess \$150,000. The contracting entity shall require a bond in an amount not less than five (5) percent or more than ten (10) percent of the value of the contract for which the bid is made. The bond must have been secured from a surety company listed in the U.S. Department of the Treasury Circular 570.
- c) **Bidder**—A food service management company submitting a bid in response to this invitation for bid.
- d) **Contract**—A formal, legally enforceable agreement between the buyer (contracting entity) and the seller (contractor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller.
- e) **Contracting Entity**—An organization that enters into an agreement with TDA to assume final administrative and financial responsibility for SFSP operations. The organization which issues the IFB.
- f) **Contractor**—A successful bidder who is awarded a contract by a contracting entity participating in the SFSP.
- g) **Code of Federal Regulations (CFR)**—The codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- h) **Food Service Management Company (FSMC)**—Any commercial enterprise or nonprofit organization with which a contracting entity may contract for preparing unitized meals, with or without milk, for use in the SFSP, or for managing a contracting entity's food service operations in accordance with the SFSP regulations. FSMCs may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for profit companies.
- i) **Invitation for Bid (IFB)**—The document where the procurement is advertised. In the case of the SFSP, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.

- j) **Performance Bond**—This is required when a FSMC and a contracting entity enter into one or more contracts totaling over \$150,000. The amount of the bond must be no less than ten (10) percent of the value of the contract(s) for which the bid is made. The performance bond must be from a surety company listed in the U.S. Department of the Treasury Circular 570.
- k) **Procurement**—The process of obtaining goods and/or services in accordance with applicable rules and regulations.
- l) **Responsive Bidder**—A bidder whose bid conforms to all the material terms and conditions of the solicitation.
- m) **Responsible Bidder**—A bidder who is capable of performing successfully under the terms and conditions of the contract.
- n) **Summer Food Service Program (SFSP)**—The SFSP was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. The U.S. Department of Agriculture (USDA) administers the SFSP at the national level. TDA administers the SFSP in the State of Texas. Contracting entities receive Federal reimbursement from TDA to cover the administrative and operating costs of preparing and serving meals to eligible children at one or more feeding sites.
- o) **Texas Department of Agriculture (TDA)**—State agency administering the SFSP.
- p) **Unitized Meal**—An individual portioned meal consisting of a combination of foods meeting the SFSP meal pattern requirements, delivered as a unit with or without milk or juice. TDA may approve exceptions to the unitized meal requirement, 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 as "original" will be maintained by the contracting entity and 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.

- c) Bids over \$150,000 shall include a bid bond in the amount of \_\_\_\_\_% of bid price. (Contracting entity shall insert appropriate percentage from 5% to 10%. This must be the same percentage inserted by the contracting entity on the IFB and Contract Face Sheet). FSMCs must obtain bid bonds from surety companies listed in the current Department of the Treasury Circular 570. FSMCs may not post any "alternative" forms of bid bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

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 uninformed bidders.

4. Acknowledgement of Amendments to IFBs

The contracting entity 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 contracting entity'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 responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the contracting entity, price and other factors considered.
- b) The contracting entity reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- c) The contracting entity 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) Contracting entity 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 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier.)
- b) Any modification or withdrawal of bids is subject to the same conditions as in (a) above, except that 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 receipts of bid.

- 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 contracting entity will be considered at any time it is received and may be accepted.

## SECTION D

### SCOPE OF SERVICES

- A. 7 Code of Federal Regulations (CFR) Part 225, entitled Summer Food Service Program is hereby incorporated by reference. Both the contracting entity and the FSMC must operate in accordance with all Program regulations.
- B. Contractor agrees to deliver unitize meals \*     Inclusive     of milk or juice to locations set out in Schedule A, attached hereto and made a part 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 the contracting entity during the period of \*\*   June 8, 2015   to \*\*   July 31, 2015  . Meals served are to be \*\*\*   FIVE (#5)   days a week, as specified in Schedule A.

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

\*\* Contracting entity shall insert contract commencement date and expiration date.

\*\*\* Contracting entity shall insert appropriate number of serving days.

## SECTION E

### UNIT PRICE SCHEDULE AND INSTRUCTIONS

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, snack, etc.) covered by the IFB.

\*Contracting entities should indicate whether or not milk should be included in meals/snacks.

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 cycle menus described in Schedule B. All bidders must submit bids on the same cycle menus provided by the contracting entity. Deviation from the cycle menus shall be permitted only upon authorization of the contracting entity. 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 contracting entity.

4. Average Daily Number of Meals are estimated: They are the best known estimates for requirements during the operating period. The contracting entity 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 contracting entity will indicate in Section F, Item 4, "Method of Payment," whether the payment period is weekly, bi-weekly or monthly). Contracting entity 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. Meal Orders: Contracting entity 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 contracting entity reserves the right to increase or decrease the number of meals ordered on a \*\*\* \_Twenty Four (24)\_\_\_\_\_ hour notice, or less if mutually agreed upon between the parties to this contract.

\*\* Insert mutually agreed day.

\*\*\* Contracting entity shall insert appropriate number of hours.

7. Cycle Menu Change Procedure: Meals will be delivered on a daily basis in accordance with cycle menus which appear 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 contracting entity shall be notified immediately so substitutions can be agreed upon. The contracting entity reserves the right to suggest menu changes within the contractor's suggested food cost, periodically throughout the contract period.
8. Noncompliance. The contracting entity 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 contracting entity 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 contracting entity 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 monitoring procedures may be used to disallow payment for meals which are not served in compliance with SFSP regulations. In the event that disallowances are made on the basis of statistical monitoring, the contracting entity and the contractor will be notified in writing by the TDA as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical monitoring 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° C) or higher.
2. Cold Meal 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 item: condiments, straws for milk, napkins, single service ware, etc. Contracting entity shall insert the types of nonfood items that are necessary for the meals to be eaten:

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B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Meals shall be prepared in accordance with State and local health standards.

C. Food Specifications:

Bids are to be submitted on the cycle menus 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 served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the TDA and upon which the bid was based.

Milk means whole milk, low fat milk, skim milk, and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk may be flavored or unflavored. All milk should contain Vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk. Milk delivered hereunder shall conform to these specifications.

## SECTION F

### GENERAL CONDITIONS

#### 1. Delivery Requirements

- A. Delivery will be made by the contractor to each site in accordance with the order from the contracting entity.
- 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 contracting entity reserves the right to add or delete food service sites by amendment of the initial list of 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 225.6(d)(2) of the SFSP regulations). The contracting entity 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 \*\_Twenty Four (24)\_ hours or less.

\*Insert mutually agreed upon number.

#### 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.

#### 3. Recordkeeping

- A. Delivery tickets must be prepared by the contractor at a minimum of three copies: one for the contractor, one for the site personnel and one for the contracting entity. Delivery tickets must be itemized to show what meal was delivered, the number of meals delivered, the date and time of delivery, and must match the menu for the day the meals were delivered and served. Designees of the contracting entity at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the contracting entity only if signed by contracting entity's designee at the site.
- B. The contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evident) for this contract that the contracting entity will need to meet its responsibilities, and shall submit all required reports to the contracting entity promptly at the end of each month, unless more frequent reports are required by the contracting entity.

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 contracting entity's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of TDA, representative of the U.S. Department of Agriculture, the contracting entity and the U.S. General Accounting Office at any reasonable time and place.

D. The contractor shall submit records of all costs incurred in the contracting entity's food service operation in sufficient time to allow the contracting entity to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

4. Method of Payment

The contractor shall submit its itemized invoices to the contracting entity  
\*\* Monthly in compliance with Section 225.6(h)(2)(iv) 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 contracting entity 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 tickets/receipts have been signed by the site representative of the contracting entity.

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

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

5. Inspection of Facility

A. The contracting entity, TDA, 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. The results of the inspections must be submitted promptly to the contracting entity and TDA.

6. Performance Bond Requirement

The successful bidder shall provide the contracting entity with a performance bond in the amount of ten (10) percent of the contract price. The FSMC must obtain the performance bond from a surety company listed in the current Department of the Treasury Circular 570. The FSMC may not obtain any "alternative" form(s) of performance bond, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

The performance bond must be furnished to the contracting entity within ten days of the awarding of the contract.

7. Insurance

The contractor shall carry product casualty and insurance (theft, storm, and fire damage, general food safety and sanitation) on all food and supplies in the contractor's custody or control regardless of location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The contracting entity shall be an additional named insured agency on the Certificate of Insurance and all payments of losses shall be made payable jointly to the contractor and the contracting entity. The extent of coverage shall exceed the amount of the contract by 10% and not more than 25% of the total contract.

Bids shall be accompanied by a statement from an insurance carrier, licensed to conduct business in the State of Texas, indicating the carrier's agent has reviewed the bid and insurance requirements, can satisfy all required coverage specifying the type of policy/coverage providing said coverage. The successful bidder shall provide proof of insurance to the contracting entity not later than ten days following award of the contract. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period of time service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the Certificate of Insurance.

1. The policies must state "all risks," or "special causes of loss," or "broadest coverage available in the market place" and the dollar value limit.
2. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the contracting entity.
3. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
4. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock or warehouse legal liability.
5. The contracting entity shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

8. Availability of Funds

The contracting entity reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the contracting entity 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 contracting entity at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

10. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the contracting entity 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 \*\*\* \_ ZERO \_\_\_\_\_ hours after specified meal time.

\*\*\* Contracting entity shall set time in accordance with SFSP regulations and TDA instructions.

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

\*\*\*\* Contracting entity shall insert the same number as in Section F-1.D under General Conditions.

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

11. Renewals

This Contract shall be in effect for the period indicated in Section D, Item D and may be renewed for four additional years (periods) upon mutual agreement between contractor and contracting entity.

12. Termination

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

The contracting entity 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 contracting entity. Prior to termination, the contracting entity shall contact the TDA concerning procedures for conducting a reprocurement action.

- B. The contracting entity may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract. If it is found by the contracting entity that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to an officer or employee of the contracting entity 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 contracting entity 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 contracting entity 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 contracting entity 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 contracting entity, this contract or any interest therein.

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

## SECTION G

### GENERAL PROVISIONS

1. Equal Opportunity

The contractor (FSMC) shall comply with Title VI of the Civil Rights Act of 1964 (Race, National Origin, Color), Title IX of the Education Amendments of 1972 (Sex), Section 504 of the Rehabilitation Act of 1973 (Disability), the Age Discrimination Act of 1975 (Age), and the USDA's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b); including any additions or amendments.

2. Clean Air and Water

If this contract is in excess of \$150,000, the contracting entity 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.

3. Certifications

FSMC shall execute and comply with the following certifications:

- a) Suspension/debarment certification shall be provided by: (1) the contracting entity accessing the *Excluded Parties List System* <https://www.epls.gov> (or, as applicable, the System for Award Management (SAM), which is available at <https://www.sam.gov>), printing the page from the *Excluded Parties List System* (or SAM system), and maintaining such record with other supporting documentation to demonstrate that the FSMC is not suspended or debarred, or (2) that by signing this Contract the FSMC certifies that they have not been suspended or debarred prior to Program participation.
- b) Schedule E: Anti-Collusion Affidavit, which is attached and fully incorporated herein.
- c) Schedule F: Certification Regarding Lobbying, which is attached and fully incorporated herein.
- d) Schedule G: Standard Form – LLL, Disclosure of Lobbying Activities, which is attached and fully incorporated herein.

### INSTRUCTIONS FOR COMPLETION OF SCHEDULE A SITE INFORMATION LIST

**Contracting Entity (CE) Name**—Enter the legal name of the contracting entity

**CE Address**—Enter the address of the contracting entity

**CE Contact Person/Phone Number**—Enter the name of the contracting entity's contact person and their telephone number

**For each site complete the following:**

**Site Name and Address**—Enter the name and address of the site. Use the correct street address where meals will be delivered

**Site Contact Person/Phone #**—Enter the name of the site's contact person and their telephone number

**Refrigerate All Meals?**—Enter "yes" or "no" to indicate if site has adequate refrigeration to store all meals ordered and could receive early deliveries

**Begin Date**—Enter the date the site will begin serving meals

**End Date**—Enter the date meal service will end for the site

**Total Days Op.**—Enter the total number of days meals will be served at the site

**Aveg Meals/Day**—Enter, by appropriate meal type, the average number of each type of meal that is estimated to be served each date at the site. For example, if the site plans to serve 11,000 lunches for 44 days during the summer, then the average is 250 ( $11,000 \div 44$ ). Do not insert the maximum number that will be served on a particular day during the summer.

**Delivery Time for Each Meal Type**—Enter the delivery time for each meal type

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 FSMC to arrive at their bid prices. The FSMC awarded the bid will accept changes after the bid opening.

## SCHEDULE A

### SITE INFORMATION LIST

**Enter site information or attach equivalent information**

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
Fort Bend County	9555 A. Highway 6 S. Missouri City, TX 77459	Crystal Martinez (281) 835 - 9419

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Aveg Meals/Day	Total Meals	Delivery Time for Each Meal Type
Four Corners Community Ctr: 15700 Old Richmond Rd. Sugar Land, TX 77498	Crystal Martinez/281-983-9294	YES	June 8	July 31st	39	Breakfast	20	780	
						AM Snack			
						Lunch	20	780	
						PM Snack			
						Supper			
Mustang Community Ctr. 4521 Fresno, TX 77545	Crystal Martinez/281-983-9294	YES	June 8	July 31st	39	Breakfast	20	780	
						AM Snack			
						Lunch	20	780	
						PM Snack			
						Supper			
Fifth St. Boys and Girls Club 3110 5 <sup>th</sup> St. Stafford, TX 77477	Crystal Martinez/281-983-9294	YES	June 8	July 31st	39	Breakfast	20	780	
						AM Snack			
						Lunch	50	1950	
						PM Snack			
						Supper			
Boys and Girls Club Hobby 5550 Hobby St. Houston, TX 77053	Crystal Martinez/281-983-9294	YES	June 8	July 31st	39	Breakfast	20	780	
						AM Snack			
						Lunch	50	1950	
						PM Snack			
						Supper			

## SCHEDULE A

### SITE INFORMATION LIST

**Enter site information or attach equivalent information**

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
Fort Bend County	9555 A. Highway 6 S. Missouri City, TX 77459	Crystal Martinez  (281) 835 - 9419

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Aveg Meals/Day	Total Meals	Delivery Time for Each Meal Type
Knowledge First Empowerment Ctr. 2651 Cartwright Rd. STE. C Missouri City, TX 77459	James Allen/ 281-499-8315	YES	June 8	July 31st	39	Breakfast	15	585	
						AM Snack			
						Lunch	15	585	
						PM Snack			
						Supper			
Upscale Child Development LC Center/Graceland Church 4440 Lexington Blvd. Missouri City, TX 77459	Pastor Glover/281-208-4722	YES	June 8	July 31st	39	Breakfast	15	585	
						AM Snack			
						Lunch	20	780	
						PM Snack			
						Supper			
Dai-Ichi Martial Arts 2435-G Texas Pkwy Missouri City, TX 77459	Ms. Johns/281-499-1313	YES	June 8	July 31st	39	Breakfast	10	390	
						AM Snack			
						Lunch	15	585	
						PM Snack			
						Supper			
Brazos Bend Villa Apts 2020 Rocky Falls, Richmond, TX 77469	Vessor Mason/281-342-5252	YES	June 8	July 9th	20	Breakfast			
						AM Snack			
						Lunch	15	300	
						PM Snack			
						Supper			

## SCHEDULE A

### SITE INFORMATION LIST

**Enter site information or attach equivalent information**

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
Fort Bend County	9555 A. Highway 6 S. Missouri City, TX 77459	Crystal Martinez  (281) 835 - 9419

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Aveg Meals/Day	Total Meals	Delivery Time for Each Meal Type
Jane Long Elementary 907 Main St. Richmond, TX 77471	Ben Anders/281-341-0791	YES	June 8	July 30th	32	Breakfast			
						AM Snack			
						Lunch	20	640	
						PM Snack			
						Supper			
Richmond Boys and Girls Club 1800 James L. Pink Blvd. Richmond, TX 77469	Donovan Jackson/832-846-9973	YES	June 8th	July 31	39	Breakfast	20	780	
						AM Snack			
						Lunch	20	780	
						PM Snack			
						Supper			
Meyer Elementary 1930 J. Meyer Rd. Richmond, TX 77469	Bend Anders/281-341-0791	YES	June 8th	July 30	32	Breakfast			
						AM Snack			
						Lunch	15	480	
						PM Snack			
						Supper			
Taylor Ray Elementary 2611 Ave. N. Rosenberg, TX 77471	Ben Anders/281-341-0791	YES	June 8th	July 30th	32	Breakfast			
						AM Snack			
						Lunch	20	640	
						PM Snack			
						Supper			

## SCHEDULE A

### SITE INFORMATION LIST

**Enter site information or attach equivalent information**

Contracting Entity (CE) Name	CE Address	CE Contact Person/Phone Number
Fort Bend County	9555 A. Highway 6 S. Missouri City, TX 77459	Crystal Martinez  (281) 835 - 9419

Site Name and Address	Site Contact Person/Phone #	Refrig. All Meals? Yes or No	Begin Date	End Date	Total Days Op.	Meal Type	Aveg Meals/Day	Total Meals	Delivery Time for Each Meal Type
Jackson Elementary 301 Third St. Rosenberg, TX 77471	Ben Anders/281-341-0791	YES	June 8	July 30th	32	Breakfast			
						AM Snack			
						Lunch	20	640	
						PM Snack			
						Supper			
Bates Allen Park 630 Charlie Roberts Ln. Kendleton, TX 77451	Ben Anders/381-341-0791	YES	June 8	July 30th	34	Breakfast			
						AM Snack			
						Lunch	10	340	
						PM Snack			
						Supper			
Barbara Jordan Park 8705 Park St. Needville, TX 77461	Ben Anders/281-341-0791	YES	June 8	July 30th	32	Breakfast			
						AM Snack			
						Lunch	15	480	
						PM Snack			
						Supper			
Zion Chapel MBC 33023 Rogers Rd. Fulshear, TX 77441	Rev. Donnie Johnson/	YES	June 15th	July 24th	29	Breakfast	10	290	
						AM Snack			
						Lunch	10	290	
						PM Snack			
						Supper			

**SCHEDULE B**

**CYCLE MENU**

\*Contracting entity shall attach a cycle menu for each site for each meal type.

## SCHEDULE C

### SFSP MEAL PATTERN REQUIREMENTS

	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
Milk, fluid	1 cup (8 fl. oz.) <sup>2</sup>	1 cup (8 fl. oz.) <sup>3</sup>	1 cup (8 fl. oz.) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
Vegetable(s) and/or fruit(s), or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup  ½ cup (4 fl. oz.)	¾ cup total <sup>4</sup>	¾ cup  ¾ cup (6 fl. oz.)
<b>Grains and Breads<sup>5</sup></b>			
Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice  1 serving  ¾ cup or 1 oz. <sup>6</sup>  ½ cup  ½ cup	1 slice  1 serving  ½ cup  ½ cup	1 slice  1 serving  ¾ cup or 1 oz. <sup>6</sup>  ½ cup  ½ cup
<b>Meat and Meat Alternates</b>	(Optional)		
Lean meat or poultry or fish or alternate protein product <sup>7</sup> or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meat alternates	1 oz.  1 oz.  ½ large egg  ¼ cup  2 tbsp.  1 oz.  4 oz. or ½ cup	2 oz.  2 oz.  1 large egg  ½ cup  4 tbsp.  1 oz. = 50% <sup>8</sup>  8 oz. or 1 cup	1 oz.  1 oz.  ½ large egg  ¼ cup  2 tbsp.  1 oz.  4 oz. or ½ cup

For the purpose of this table, a cup means a standard measuring cup.  
Indicated endnotes can be found on the next page.

## **Endnotes**

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2. Must be served as a beverage, or on cereal, or use part of it for each purpose.
3. Must be served as a beverage.
4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
6. Either volume (cup) or weight (oz.) whichever is less.
7. Must meet the requirements in Appendix A of the SFSP regulations.
8. No more than 50 percent 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. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

## SCHEDULE D

### UNIT PRICE SCHEDULE

**Instructions:**

**Contracting Entity:** Complete Items (a), (b) and (c) for each Meal Type.

**Bidder:** Complete Items (d) and (e) for each Meal Type.

(a) Meal Type (i.e., Lunch)	(b) <sup>1</sup> Average Daily Meals Needed	(c) <sup>2</sup> Total Number of Meals	(d) <sup>3</sup> Unit Cost	(e) Total Bid
Breakfast	150	5,750	1.985	11,413.75
AM Snack				
Lunch	335	12,000	3.515	42,180.00
PM Snack				
Supper				

**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" ÷ the "Average Daily Meals Needed" (item (b) above) = .82 or 82%, multiply the "Unit Cost" (item (d) above) by 1.05.

The FSMC will invoice the contracting entity at the 100% Unit Cost indicated above bi-weekly. To determine if an additional cost per meal is due to the FSMC, complete the following calculation. Divide the total number of meals billed by type (breakfast, lunch, etc.) for the total length of the SFSP by the total number of days the SFSP was operated. Any additional changes resulting from this higher "adjustment" will be reflected in the final statement from the FSMC.

**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.

<sup>1</sup> Obtained from the Schedule A, by dividing total meals for each specific meals type by the greatest number of days operated by the site.

<sup>2</sup> Obtained from Schedule A by totaling the "Total Meals" for each specific meal type.

<sup>3</sup> "Unit Cost" specified is that cost based on 100% Average Daily Meals Needed.

**SCHEDULE D-1**  
**SUMMARY BID SHEET**

<b>Meal Type</b>	<b>Total Number of Meals</b>	<b>Unit Cost<sup>1</sup></b>	<b>Total</b>
<b>Breakfast</b>	5,750	\$ 1.985	\$ 11,413.75
<b>AM Snack</b>		\$	\$
<b>Lunch</b>	12,000	\$ 3.515	\$ 42,180.00
<b>PM Snack</b>		\$	\$
<b>Supper</b>		\$	\$
<b>TOTAL</b>	<b>17,750</b>	<b>\$</b>	<b>\$ 53,593.75</b>

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

SCHEDULE E

ANTI-COLLUSION AFFIDAVIT

STATE OF TX)

COUNTY OF Tarrant)

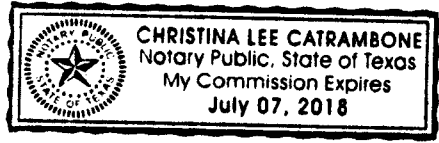
Frank Ricupati, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed Frank Ricupati

Subscribed and sworn before me this 24 day of March, 2015.

Notary Public (or Clerk or Judge) Christina Catrambone

My commission expires July 07, 2018



**SCHEDULE F**

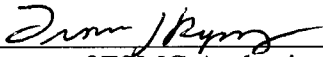
**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By  Date 3/24/2015  
(Signature of FSMC Authorized Representative)

Name (Print or Type) Frank Ricupati

Title President

## SCHEDULE G

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For material change only:</b> Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if Known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction</b> Standard Form - LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-Awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Fort Bend County Parks Department  
2015 Summer Food Service Program  
Breakfast Menu Cycle**

	Day 1	Day 2	Day 3	Day 4	Day 5
<b>Milk-Vitamins A&amp;D, Flavored, or not, low fat, Skim or Nonfat, reduced fat, or whole. Serve a min. of 8 oz.</b>	8oz. Milk	8oz. Milk	8oz. Milk	8oz. Milk	8oz. Milk
<b>Vegetable and, or Fruit ½ cup.</b> or 100% Fruit Juice, or Vegetable Juice= 4oz.	½ cup of strawberries	½ cup of fresh fruit	Fruit juice	½ fruit cup	Fruit juice
<b>Grains and Breads</b> Bread= 1 slice Muffin, bagel= 1 serving Cold Dry Cereal=3/4 a cup or 1oz.	1oz of Frosted Flakes	½ cup of granola	Blue berry muffin	Whole grain crackers, ½ cup	¾ cup of Cheerios
<b>Meat/Meat Alternates</b>  Lean Meat, or Poultry =1oz Cheese=1oz Eggs= ½ lg. egg Yogurt, plain or sweetened= 4oz		4oz of vanilla yogurt.		1 oz. of diced cheese	

Please note that the vendor can alternate meals, as followed by the USDA guidelines

**Fort Bend County Parks Department  
2015 Summer Food Service Program  
Lunch Menu Cycle**

	Day 1	Day 2	Day 3	Day 4	Day 5
<b>Milk-Vitamins A&amp;D, Flavored, or not, low fat, Skim or Nonfat, reduced fat, or whole. Serve a min. of 8 oz.</b>	8oz. Milk	8oz. Milk	8oz. Milk	8oz. Milk	8oz. Milk
<b>Vegetable and, or Fruit ½ cup.</b> or 100% Fruit Juice, or Vegetable Juice= 4oz.	Fruit juice ¼ cup of celery	Fruit juice ¼ cup of carrots	Fruit juice ¼ cup of sliced apples	Fruit Juice ¼ cup of fruit	Fruit juice  1/8 cup of fruit  1/8 cup of tomato sauce
<b>Grains and Breads</b> Bread= 1 slice Muffin, bagel= 1 serving Cold Dry Cereal=3/4 a cup or 1oz.	1 oz. of crackers	1 Tortilla	Round Bun	Whole grain Bread	Slice pizza
<b>Meat/Meat Alternates</b>  Lean Meat, or Poultry =2oz Cheese=2oz	2oz of chicken salad	Chicken 1.5oz  Shredded Cheese .5oz	1.5oz sliced Turkey  .5oz Cheese	1.5 oz. sliced Lean Ham  .5oz cheese	1.oz of cheese 1oz of pepperoni

Please note that the vendor can alternate meals, as followed by the USDA guidelines

# Ft. Bend Parks and Recreation - SFSP Meals Proposal

## Company Profile of Proposer

**Legal Name:** Educational Catering, Inc. dba ECI Management Group  
**Incorporated:** Texas - April 1993  
**Corporate Address:** 777 Main St., STE 600  
 Fort Worth, TX 76102  
**Contact Info:** Frank Ricupati  
 (817) 887-8460 Fax (817) 394-2478  
 Email: [fricupati@ecimanagementgroup.com](mailto:fricupati@ecimanagementgroup.com)

## Acceptance and Exceptions of Bid 15-059 – Summer Food Program

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

ECI's submitted bid includes the provided menus with the exception of possible substitution of fruit based upon Market. ECI will submit invoices and delivery tickets weekly.

## References

<u>School Name</u>	<u>City, State, Zip</u>	<u>Phone</u>	<u>Served</u>
St. Vincent de Paul	Houston, TX 77025	713-666-2345	2012
<b>City of Garland – Jose Alvarado</b> jalvarad@ci.garland.tx.us	<b>City of Garland</b> <b>purch</b>		<b>2007</b>
<b>Fort Bend County</b>	<b>Parks and Rec</b>		<b>2009</b>
<b>Fort Bend County</b>	<b>Parks and Rec</b>		<b>2008</b>
Tarrant County College - Trinity River	Ft. Worth, TX 76102	817 515-8223	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:

(817) 887-8460

Frank Ricupati, Chris Roberts Tomasa Vasquez

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: 2.0375 for Breakfast and 3.5875 for lunch. The result of the calculation resulted in our proposed pricing for this proposal of 1.985 for Breakfast and 3.515. 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.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #		Dun and Bradstreet #	87-753-8165
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	Educational Catering, Inc dba ECI Management Group		
Remittance Address	777 Main St., STE 600		
City/State/Zip	Fort Worth / Texas / 76102		
Physical Address	777 Main St., STE 600		
City/State/Zip	Fort Worth / Texas / 76102		
County	<del>Fort Bend County</del> Other: Tarrant		
Phone/Fax Number	Phone: 817-887-8460	Fax: 817-394-2478	
Contact Person	Frank Ricupati		
E-mail	fricupati@ecimanagementgroup.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise    Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise    Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business    Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise    Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise    Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).			

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Educational Catering, Inc. dba ECI Management Group**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**777 Main St., STE 600**

**6** City, state, and ZIP code  
**Fort Worth, Texas, 76102**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--	--	--

**or**

**Employer identification number**

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**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ **03/24/2015**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

