

**ANNUAL CONTRACT TO PROVIDE SENIOR MEALS
(City of Visalia RFP No. 24-25-17)**

This Agreement entered into and effective this **27th day of June 2026** ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and The Smokin' Burrito LLC hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is a Limited Liability Company with a primary business address of 3339 W Connelly Ave Visalia, CA 93291 and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to RFP No. 24-25-17 and determined to award contract to CONTRACTOR for the provision of senior meal program services.

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. CITY will be presumed to request renewal unless the CITY delivers written notice of non-renewal to the CONTRACTOR, thirty (30) days prior to the renewal date.

If the CONTRACTOR decides not to consent to a renewal by the CITY, then CONTRACTOR must provide written notice of non-renewal to the CITY at least ninety (90) days prior to the renewal date.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR thirty (30) days written notice of intent to terminate whenever the City determines that termination is in the best interest of the CITY. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 24-25-17, Annual Contract to provide Senior Meals
Attachment 4	CONTRACTOR's proposal in response to RFP 24-25-17

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 24-25-17 – Option 2 Meals prepared on-site.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the amount listed below as Total Compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$5.95 per meal
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: _____

By: _____
City Attorney

Dated: _____

By: _____
City of Visalia Risk Manager

Dated: _____

By: _____
City of Visalia Project Manager

Attachment 1
GENERAL CONTRACT PROVISIONS

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:
- | | | |
|-----------------------|------------|---------------------------------|
| CITY OF VISALIA | CONTRACTOR | The Smokin' Burrito LLC. |
| 707 W. Acequia Ave. | | 3339 W Connelly Ave. |
| Visalia, CA 93291 | | Visalia, CA 93291 |
| Attention: City Clerk | | Attention: Caroline Meyer Liebe |
- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- K. Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

- L. **Executive Order N-6-22 – Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s)' Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;

 - b. **Comprehensive Automobile Liability Coverage** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

 - c. **Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division



CITY OF VISALIA, CA
REQUEST FOR PROPOSALS
RFP NO. 24-25-17

ANNUAL CONTRACT TO PROVIDE SENIOR MEALS

DESCRIPTION: The City of Visalia is seeking proposals from qualified Vendors to provide catering services for the Senior Center located at 310 N Locust Visalia, CA 93291. The selected Vendor will be responsible for preparing and delivering nutritious meals that meet the dietary needs of senior citizens. The contract will include daily meal services as well as special event catering throughout the year.

PROPOSER CONFERENCE: On Tuesday, March 10, 2026 a conference will be held at the Visalia Senior Center 310 N Locust Visalia, CA 93291, beginning 2:00pm. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

SUBMITTAL DEADLINE: One (1) unbound original, four (4) copies, and a digital copy on a USB Drive must be received no later than: 2:00 p.m. on Thursday, March 26, 2026.

SUBMITTAL INSTRUCTIONS:

Addressed to: City of Visalia Purchasing Division
707 W. Acequia Avenue, Visalia, CA 93291

From: Proposer's Name & Mailing Address

Mark envelope: RFP No. 24-25-17, Annual Contract to Provide Senior Meals

DELIVERY OF PROPOSALS: When sending the proposal via Fed Ex, UPS, etc., it is the responsibility of the Proposer to ensure that submittals are received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Deliveries are not received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, submitting proposals via U.S. Mail is not recommended as there could be a delay in receiving by the deadline. Proposals must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Emailed submittals will not be accepted. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

INQUIRIES: Direct questions for clarification of this document to Purchasing Division (559) 713-4334, or email purchasing@visalia.gov. To prevent misinterpretation, the Purchasing Division requests that all questions regarding the scope of services be addressed in writing via email. Questions may be asked at any time prior to, but no later than must be received on or before **Friday, March 13, 2026 at 4:00pm.**



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSALS
RFP 24-25-17**

SEALED PROPOSALS will be received by the Visalia Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until **2:00 p.m. on Thursday, March 26, 2026** for:

Annual Contract to Provide Senior Meals

An informational proposer conference will be held on **Tuesday, March 10, 2026** at 310 N Locust, Visalia, CA 93291 beginning at **2:00 p.m.** onsite at the Visalia Senior Center.

RFP and Contract documents may be obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, CA 93291, by calling (559) 713-4334, emailing your request to purchasing@visalia.gov or may be downloaded from BidNetDirect by registered users. To register with BidNetDirect, please see the City's website visaliapurchasing.org.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

Executive Order N-6-22 – Russia Sanctions on March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or conduct prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: 02/20/26 & 02/25/26

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Additional Attachments (Attached Separately)

Attachment 1: Dietary Guidelines for Americans 2020-2025

Attachment 2: Nutrition Requirements of the Older Americans Act (OAA)

I. DEFINITIONS

For the purposes of RFP No. 24-25-17, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Sub-recipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 24-25-17.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified catering and/or food service management companies to provide the services and meals detailed in this RFP. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

This Request for Proposals is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334 or via email at purchasing@visalia.gov.

A proposer conference will be held on Tuesday, March 10, 2026 at 2:00 p.m. at Visalia Senior Center, located at 310 N Locust, Visalia, CA 93291, in the Senior Center Kitchen. This is an opportunity for Proposers to ask questions about the program and the Request for Proposal requirements. Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above email address. Proposers are specifically directed not to contact any City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposals.

Local Vendor Preference Policy: In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local vendor preference policy. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address. 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months.

B. Background

Visalia is located east of State Highway 99 and along State Highway 198. The City's population is approximately 146,000. The incorporated area covers approximately 25 square miles. The City's Parks and Recreation Department is responsible for providing meals to the seniors of Visalia. The Senior Meal Program offers nutritious meals for adults ages 55 and over. The current Senior Meal Program averages approximately 66 hot congregate meals served at the Visalia Senior Center per day (Monday through Friday) but can reach 150+ meals on special event days. Meals are currently prepared on site by a contractor and then served by one City staff member and volunteers.

C. Purpose, Objective and Services to be Provided

1. Purpose

The purpose of this project is to secure a qualified vendor to provide high-quality, nutritious meals for the Visalia Senior Center as part of the City's Senior Nutrition Program.

2. Objective

The City’s objective is to ensure effective coordination between the City, the vendor, and any third parties to successfully deliver the program. The vendor shall demonstrate reliability in meal preparation and delivery, proactively communicate with City staff, and comply with all applicable food safety and health regulations.

3. Services to be Provided

The vendor shall provide professional catering and meal delivery services that include:

- Preparation of meals that meet dietary and nutritional standards.
- Timely delivery or onsite preparation of meals at the Visalia Senior Center.
- Coordination with City staff to ensure service quality and responsiveness.
- Adherence to all federal, state, and local health and safety regulations.

Vendors may propose one of the following service models:

Option 1: Prepare meals off-site and deliver to the Senior Center.

Option 2: Utilize the Senior Center kitchen for meal preparation for the Senior Nutrition Program only.

Should the vendor seek to utilize the kitchen facilities for any purpose beyond the preparation of meals for the senior meal program, including independent catering operations or other commercial activities, such use shall be subject to a separate agreement with the City. Such an agreement may include a lease or rental arrangement, additional insurance provisions, and related terms. The City may also consider a net invoice structure or other financial model as part of this separate negotiation.

The City reserves the right to approve, deny, or modify any proposed ancillary use of the kitchen facilities at its sole discretion.

D. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public.....	February 20, 2026
Informational Proposer Conference @ 2:00 p.m.....	March 10, 2026
Deadline for written questions	March 13, 2026
RFP due at 2:00 pm at 707 W Acequia	March 26, 2026
<i>Short list established and vendors notified</i>	<i>TBD</i>
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>TBD</i>
<i>Award of Contract @ City Council Meeting</i>	<i>TBD</i>
<i>Contract Begins</i>	<i>TBD</i>

Italicized items and dates are at the City’s option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Required Product / Services to be provided by Contractor

The City is in need of congregate meals for the Senior Nutrition Program. The City has a large commercial kitchen that is available to provide this service if desired. In order to implement the best possible solution to fill the City’s needs, two options are available to potential vendors:

1. Vendor may prepare meals off-site and deliver meals to the Senior Center as outlined in this RFP.
2. Vendor may utilize the Visalia Senior Center kitchen for the purpose of preparing meals for the Visalia Senior Nutrition Program only.

The contractor shall furnish all food, labor and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 55 years of age and older. The quality of food is expected to be of such condition as to be pleasing, appetizing, palatable and of such color, texture, size and shape as is appropriate for the food items served. Food quality and service directly impacts the number of meals demanded by participants.

B. Number of Meals and Days of Service

Meals shall be provided Monday through Friday with the exception of the following City holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

A list of observed holidays will be provided to the supplier by January 1st of each year of the agreement. The City reserves the right to cancel meal service on additional days providing thirty (30) days' notice to the vendor.

The contractor will prepare between 40 to 130 congregate meals per day, with an average of 67, Monday through Friday except on holidays designated by the City. The number of requested meals may be below or above these numbers. Meals per day may increase to 150+ meals for Thanksgiving, Christmas, and other special events. The City will give an exact number for daily preparation by 2:00pm on the business day preceding the service day.

C. Catering Service

Catering service and food preparation is the responsibility of the contractor and City staff will serve the meals to program participants, this includes plating, drink service, volunteer management, dining hall cleaning, sanitation of dining hall cups, plates, and eating utensils.

1. Applicable to all contracts (Option 1 and Option 2)

- a. Meals will be ordered on a daily basis. The meal order will be communicated to the contractor prior to 2:00 p.m. the business day preceding the service day.
- b. City shall provide all serving trays and utensils, warming, refrigerating and freezing equipment at the site and shall be responsible for the maintenance of proper temperatures once meals are accepted from vendor.
- c. Instructions shall be attached to (or communicated to food service staff) each food product indicating size of serving and size of utensil to be used in serving (example: thirty servings using ½ cup scoops).
- d. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole, shall be scored indicating portion size by the contractor for the appropriate number of servings.
- e. The contractor will prepare the quantity of food necessary to ensure that shortages do not occur due to minor serving errors.
- f. Food shortages, spoiled foods, or any cold food received on-site above 40°F, or hot food below 145°F, that are reported to the contractor by the agreed delivery time must be replaced no later than 11:30 a.m., or at another pre-designated agreed-upon time. If replacement does not occur, the agreed-upon deduction schedule will apply.
- g. City shall provide all disposable containers for take-out meals and any such items needed for daily meal service

- h. The contractor shall comply with all Federal, State, and local Health Department laws and regulations.
- i. To ensure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the contractor must have a qualified food service manager on staff who will ensure that the meals are prepared in a safe and sanitary condition throughout meal service operation.
- j. Contractor shall be responsible for obtaining and maintaining any applicable permits to operate with the Tulare County Health & Human Services Agency.
- k. Authorized representatives of the City and/or County shall have the right to inspect food preparation and storage and packaging sites during the term of the contract.
- l. Contractor is required to submit the following month's calendar/menu no later than the 15th of the month prior.

2. Meals prepared off-site and delivered to the Senior Center (Applies to Option #1)

- a. Meals prepared off-site shall be delivered to the Visalia Senior Center located at 310 N. Locust no earlier than 10:30 a.m., and no later than 11:00 a.m. Food shall be in transport for no longer than 60 minutes and may not be kept in heat retaining equipment longer than 120 minutes prior to serving (11:30 a.m.)
- b. The City may change the days and time of delivery and service by giving the contractor seven (7) days' notice.
- c. All food prepared off site must comply with applicable local Health Department regulations and must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage and/or insect infestation. Hot foods are to be delivered at a minimum temperature of 145 degrees Fahrenheit and cold foods at a maximum temperature of 40 degrees Fahrenheit, City shall read temperatures upon delivery, food that is not at the appropriate temperature may be rejected and payment for items may be withheld in accordance with the deduction schedule. Frozen foods must be kept frozen.
- d. Each delivery shall be accompanied by a delivery slip, designating the number of meals and supplies delivered as well as food temp at time of packaging and time of departure from preparation site. The City's food services manager will document and log temperatures of food items as received, sign receipt, if in order, and keep for the City's records.
- e. The contractor shall place food in areas designated by City's food services manager.
- f. Contractor owned food service equipment - The City shall rinse serving pans and place them into the carrier (or in a designated location) for pick up. All delivery equipment belonging to contractor shall be removed from the meal location by the next day (usually during meal delivery). The City will not be responsible for equipment left at the facility beyond the next day of service.

3. Meals prepared on-site (Applies to Option #2)

- a. Contractor shall prepare meals and place in appropriate temperature regulated containers and City shall plate and serve meals.
- b. Meals prepared on-site must be ready for service by 11:30 a.m. on all meal service days.
- c. Contractor is responsible for cleaning all cooking equipment and utensils utilized in the preparation and service of the meals. City shall be responsible for cleaning all utensils utilized for plating service.
- d. All food prepared on site must comply with applicable local Health Department regulations and must be cooked, handled, and stored under conditions that ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation.
- e. Contractor is responsible for valid food handler's certification for each of their staff members working in the facility, certification must be displayed in the kitchen and a copy provided to City.

- f. Contractor shall be responsible for the daily cleaning and sanitation of the kitchen and appliances including wiping work surfaces and sinks and sweeping and mopping floors.
- g. Contractor shall provide cleaning chemicals and supplies for their cleaning duties, including dish washer chemicals consistent with those used by the City.
- h. Contractor shall be responsible for routine cleaning under and behind equipment, cleaning floor mats, walls, ceiling and all work surfaces.
- i. Contractor shall also be responsible for weekly cleaning of refrigerators and freezer.
- j. Contractor's staff must wear appropriate attire and/or identification when on premises.
- k. Contractor must inform City immediately of any maintenance, service or repairs to the Senior Center Kitchen and/or equipment. All communication regarding maintenance and repairs must be done through Recreation Department with the designated Contract Manager via email.
- l. A limited amount of space is available for storage for the Contractor's equipment and supplies. Contractor must receive approval of the Senior Center Manager to store supplies or equipment in areas other than those designated for storage for the contractor's use.

D. Meal Standards/Menu Planning

1. Meal Standards

- a. The City may make a chemical analysis of any food delivered by the contractor at any time. The contractor agrees to cooperate in having the analysis made. If the analysis discloses that the food does not comply with the required meal specifications, the contractor shall be liable for the cost of this analysis, and meals served to seniors out of compliance.
- b. The contractor shall be liable for any meals or meal components that fail to meet the nutritional standards and requirements, are spoiled or unwholesome at the time of delivery, are provided in insufficient quantities, are incomplete, are delivered at an unacceptable temperature, or are delivered after the time specified by the City (meals are served at 11:30 a.m.). If any portion of a meal is determined to be unacceptable, the City shall withhold payment for that portion. The delivery driver shall remain on site until the City's designated food services manager has inspected the delivery, and all shortages or unacceptable items shall be noted on the delivery slip for appropriate credit.
 - i. Compensation reduction rate:
 - 1. Entrée (Lean Meat or Bean)
 - a. Unacceptable (failure to meet standards, spoiled, unacceptable temperature) or insufficient quantities -40% for each serving
 - 2. Side (Vegetable, Fruit, Bread or Grain, Dessert, Milk)
 - a. Unacceptable (failure to meet standards, spoiled, unacceptable temperature) or insufficient quantities -12% for each serving
- c. Meal assessments shall be conducted by the City on an on-going basis. The contractor shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by the City's designated food services manager documenting the quality of food and service received from the contractor. These records will be made available to the Contractor upon request.

2. Menu Planning

- a. Contractor shall incorporate principles of the U.S. Dietary Guidelines for Americans, (DGA), (Ninth edition, 2025), published by the USDA and the U.S. Department of Health and Human Services, and meet the Dietary Reference Intakes (DRI) in preparing the meals (See Attachment 1 and 2). Each daily meal pattern shall meet the minimum one-third (1/3) of the daily DRI requirement.
- b. The contractor and the City will work together to schedule menus up to 3 months in advance, the contractor shall be responsible for writing the menu with input from the City's food services manager. Menu planning should be at least a three-week meal

cycle not repeating the same meal more than twice per month. This includes those special meals (e.g. holiday and special event meals) that can be predicted. Non-scheduled special event meals will be planned, and the price per meal cost negotiated on a case-by-case basis. Special meals (holidays) and banquets or other special food service requests may be scheduled by mutual agreement between the supplier and the City. Any additional costs for this service must be pre-approved by the City. A list of planned special events shall be supplied to the vendor prior to January 1st of each year of this agreement.

- c. The City shall be responsible for typing, duplication and distribution of the menu.
- d. All menu substitutions by the contractor shall be submitted in writing for approval by the City at least two (2) days prior to serving date. The contractor may, however, in an emergency, make menu substitutions on verbal approval of the City's food services manager.

E. Meal Pattern Specifications

When preparing the meals include increasing the use of complex carbohydrates and high fiber foods and decreasing use of high fat and high sodium foods; such as meal flavorings, stocks, low-fat sauces, cheeses and gravies. The baking, boiling and steaming of foods is strongly recommended over deep-frying. Keep total fat intake between 20% to 35% calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.

Component Menu Planning – Meal Caloric Value 1,600 Detailed Requirement Alignment	
Each meal must contain 2–4 oz cooked, edible lean meat or alternative.	
Lean Meat or Bean <i>1 Serving</i> <i>(2–4 oz)</i>	Meat, fish, poultry, eggs, or cheese (or combination) must provide at least 14g protein.
	Ground beef ≤ 20% fat; served no more than twice/week.
	Roast meat, steak, chops – once/week.
	Poultry – at least once/week; no necks or wings.
	Ham – ham-flat, boneless, semi-dry, 95% fat free; no more than once/week.
	Legumes – count only as protein (not vegetable); serve often per participant acceptance.
	Meats must be USDA inspected & sealed.
	Minimum grading: Beef – USDA Choice; Lamb – USDA Choice; Variety meats – Grade No.1; Poultry – Longmont + 460 or Bilmar 601 or equivalent; Fish/Seafood – fresh/frozen, nationally distributed, US Dept. of Interior inspected; Cheese – USDA Grade “A” non-processed; Eggs – USDA or State Graded “A”.
	Breaded portions – ≤ 1 oz breading in addition to protein; served no more than once/week.
Each meal must contain a minimum of two servings of different vegetables or one serving of vegetables and one serving of fruits or juices	
Vegetable <i>1–2 Servings</i> <i>(½ cup each)</i>	No same vegetable more than 2x/week; maximize variety.
	Fresh, frozen, or canned allowed.
	High Vitamin A foods – 300 mcg, 3x/week (5-day)
	Green salad portion – 1 cup (8 oz).
Fruit <i>1 Serving</i> <i>(½ cup)</i>	Part of the 2 servings in vegetable/fruit requirement.
	Frozen/canned fruit – packed in juice, light syrup, or no sugar. ½ cup 100% fruit juice may count as fruit serving.
Each meal must contain one serving of grains or enriched bread or bread alternate. No more than 2 days of sliced grain bread per week	
Bread or Grain <i>1 Serving</i>	Pasta/rice – at least ½ cup per serving.
	At least half of grains = whole varieties.
	Slice bread – 1 slice
Each meal must contain one serving of milk or milk alternative	
	8 oz fortified fat-free milk, low-fat, or buttermilk (skim, 1%, or 2%) or equivalent.

Milk or Milk Alternative 1 Serving (8 oz)	Non-fat dry milk must not be reconstituted/repackaged as part of meal.
Each meal must contain one serving of dessert	
Dessert 1 Serving (½ cup)	One ½ cup serving dessert per meal.
Identified and agreed upon in the development of monthly menu	
Condiments	Provide all condiments with meal that are identified and agreed upon in the development of monthly menu. Condiments may include, but are not limited to, ketchup, mustard, butter pats, salad dressing, mayonnaise.
Include as needed based on menu or to meet calorie value requirement.	
Fat Optional	Gravies/sauces (low sodium) and butter pats (see condiments).

F. Alternative Meal Option

Contractor is to provide three salad options that will rotate on a monthly basis as determined during the monthly menu development. Customers may choose either the hot meal or the designated salad option.

G. City Responsibilities

1. Compensate the contractor as provided in the contract agreement. Contractor to submit a monthly invoice at the conclusion of each month. City shall remit payment within thirty (30) days of receipt of invoice.
2. Examine documents submitted to the City by the Contractor and timely render decisions pertaining thereto.
3. Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
4. Provide a "City Representative" who will represent the City and who will work with the Contractor in carrying out the provisions of the RFP. The consultant shall communicate with the City representative who will provide the following services:
 - Work with the Contractor in the planning of menus and approve menus based on the requirements listed in this RFP.
 - Copy and distribute menus to the Senior Center clientele.
 - *Once food is accepted by the City's Food Service Manager, food will be stored appropriately to ensure that temperatures are maintained.
 - *City staff and volunteers shall serve meals to clientele consistent with portions and instructions supplied by vendor.
 - *The Food Service Manager will maintain appropriate temperature logs, daily delivery slips and other documentation related to the administration of the Senior Meal Program.

***May not apply if contractor prepares meals on site.**

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Business name, address, telephone number, and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - Small Business.
 - Disadvantaged Business.
 - Minority and/or Women-Owned Business.
- Personnel of the Proposer's Business must be identified in the proposal with their background, and the business must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide any applicable business licenses, health permits, or certifications required to operate a food service business in Tulare County.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals
- Completed forms (included with this RFP): Non-Collusion Affidavit, Workers Comp. Insurance Compliance Certification, Equal Employment Opportunity Compliance Certificate, Disclosure Forms, Americans with Disabilities Act Compliance, Drug-Free Workplace Compliance, Iran Contracting Act form.

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the City's Senior Meal Program.

This section shall outline the proposed approach to the project and must include the following:

1. Service Model Selection and Description

Please select and describe one or more of the following service models. Your response should align with the pricing options provided in the Cost Proposal section.

Option 1: Off-Site Preparation

Meals are prepared off-site and delivered to the Senior Center.

- Describe your delivery process, including timing, temperature control, and equipment used.
- Provide the location of your kitchen and kitchen size.
- List the equipment you plan to use to transport food and describe how you will maintain proper temperatures during transport.

Option 2: On-Site Preparation

Meals are prepared in the Senior Center Kitchen for the Senior Meal Program only.

- Describe your kitchen operations, staffing, and cleaning responsibilities.

Should the vendor seek to utilize the kitchen facilities for any purpose beyond the preparation of meals for the senior meal program, including independent catering operations or other commercial activities, such use shall be subject to a separate agreement with the City. Such an agreement may include a lease or rental arrangement, additional insurance provisions, and related terms. The City may also consider a net invoice structure or other financial model as part of this separate negotiation.

The City reserves the right to approve, deny, or modify any proposed ancillary use of the kitchen facilities at its sole discretion.

2. Experience and Qualifications

- Briefly describe your current business and length of time in operation.
- Briefly describe your Quality Assurance Program.
- Attach a copy of your Quality Assurance Customer Questionnaire currently in use.

3. Operational Capacity

- Describe your capability to provide service, including staffing size, food preparation equipment, tools, etc.
- Using the information under Scope of Services, Section E - Meal Pattern Specifications:
 - Attach a **sample one-month menu**, using the daily format below, to list food/product, food group, and serving size.

Dish Name	
Lean Meat or Bean	
Vegetable	
Fruit	
Bread or Grain	
Milk or Milk Alt.	
Dessert	

- Attach a **list of three salad options** using the format below to list food/product, food group and serving size. These salad options will rotate on a monthly basis as determined during the monthly menu development. Customers may choose either the hot meal or the designated salad option.

Salad Name	
Lean Meat or Bean	
Vegetable	
Fruit	
Bread or Grain	
Milk or Milk Alt.	
Dessert	

4. Additional Information

- Clearly delineate any exceptions to the requirements of this RFP.
- You may include up to two (2) additional pages of information not otherwise requested in this RFP if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all management personnel and nutritionists to be assigned to this program by providing resumes/experience summaries describing their education, credentials, certifications, related experience, and their proposed roles for this contract. Describe any experience with Senior Nutrition Programs and/or other catering contracts.

Note: Contractor may not substitute for any member of the project team without prior written approval of the City.

Subcontracting any services for food/meal preparation under this RFP is not permitted. All work must be performed by the proposing business's staff.

2. Related Experience

Include descriptive information concerning the experience of the business. Include information about previous contracts that might be comparable, including the size and type of contract and the services provided. Provide references for the three (3) most comparable contracts for which you have provided or currently are providing services similar in size frequency and requirements as those specified in this RFP. The City is especially interested in your business' experience in senior meal programs or any other meal delivery contracts you may have.

List the projects in reverse chronological order and provide the following information for each project:

Provide the following information for each contract:

- Name of organization providing service to
- Location
- Name of owner
- Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
- Brief description of service you are providing
- Actual cost vs. cost estimate

D. Proposed Fee Structure and Schedules

Utilizing the options of service/delivery descriptions listed in the Proposed Project Approach section, please list cost per item for each occasion. Vendor may choose to provide pricing for one, two, or both options. Vendor must indicate their preferred option.

Daily Senior Meal Program Pricing

Meal Description	Option 1 <i>Vendor prepares food off-site & delivers to senior center</i>	Option 2 <i>Vendor utilizes on-site kitchen</i>
Hot Lunch	\$ _____/Meal	\$ _____/Meal
Salad	\$ _____/Salad	\$ _____/Salad
Indicate which option is Preferred		

Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Proposers should endeavor to provide a comprehensive fee schedule, as the City will not include compensation in the contract for items not addressed.

The fee proposal along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.*

The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a “short list” of three or more firms
- Interview “short-listed” firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and may include a representative knowledgeable in food services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and **may** select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria & Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months (see Section II, Instructions).

Criteria	Explanation	Points
Merit of Proposals Submittal / Presentation	<ul style="list-style-type: none"> • Proposals submittal thoroughness and approach • Ability to comply with State requirements 	20
Knowledge and Expertise	<ul style="list-style-type: none"> • Capability of personnel • Business qualifications • Experience in Food Service 	25
Record of Past Performance	<ul style="list-style-type: none"> • Proven Competency • References from previous or current customers • Quality of Product • Demonstrated ability to perform services required 	25
Cost	<ul style="list-style-type: none"> • Cost to provide services 	20
Location	<ul style="list-style-type: none"> • Proximity to Commissary; Transportation 	5
Local Vendor Preference	<ul style="list-style-type: none"> • Proposals submitted by Businesses with a business address in Tulare County, CA will receive 5 percentage points. 	5

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Finance Department, Purchasing Division.

C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. Permits and Licenses

1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given"

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect or may at some future date affect the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. This committee may consist of representatives of the user department, members of the community, the Purchasing Division, and may include a representative knowledgeable in food services from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City 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.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

L. FIREARMS PROHIBITED

Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

M. EXECUTIVE ORDER N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

VIII. EXHIBITS

Submit with Proposal

Exhibit A-1

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT A-2

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT A-3

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name & Title of Signing Official: _____ Company Seal (if any):

Note: Executive Order 11246 has been rescinded effective January 2025

EXHIBIT A-4

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

- 1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
- 2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

<u>Council Member(s) Name</u>	<u>Date of Contribution(s)</u>

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

Date

EXHIBIT A-5

DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT A-6

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EXHIBIT A-7

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

EXHIBIT A-8

S A M P L E CONTRACT (does not need to be submitted with Bid/Proposal)

Subject to Change

ANNUAL CONTRACT TO PROVIDE SENIOR MEALS

(City of Visalia RFP No. 24-25-17)

This Agreement entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to RFP No. 24-25-17 and determined to award contract to CONTRACTOR for the provision of senior meal program services.

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. CITY will be presumed to request renewal unless the CITY delivers written notice of non-renewal to the CONTRACTOR, thirty (30) days prior to the renewal date.

If the CONTRACTOR decides not to consent to a renewal by the CITY, then CONTRACTOR must provide written notice of non-renewal to the CITY at least ninety (90) days prior to the renewal date.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR thirty (30) days written notice of intent to terminate whenever the City determines that termination is in the best interest of the CITY. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 24-25-17, Annual Contract to provide Senior Meals
Attachment 4	CONTRACTOR's proposal in response to RFP 24-25-17

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 24-25-17

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the amount listed below as Total Compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$ Not to exceed Contractor's stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager in writing a minimum of thirty (30) days but no sooner than ninety (90) days prior to the annual anniversary date of the agreement. Requests filed after this time will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: _____

By: _____
City Attorney

Dated: _____

By: _____
City of Visalia Risk Manager

Dated: _____

By: _____
City of Visalia Project Manager

EXHIBIT A-8

Attachment 1
GENERAL CONTRACT PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA CONTRACTOR _____
707 W. Acequia Ave. _____
Visalia, CA 93291 _____
Attention: City Clerk Attention: _____
- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- K. **Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

L. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT A-8

Attachment 2

INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. **Subcontractor(s)' Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. **Comprehensive Automobile Liability Coverage** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. **Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

- b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Attachment 4
CONTRACTOR's proposal in response to
RFP 24-25-17
The Smokin' Burrito

1

City of Visalia RFP 24-25-17

A. General Information

The Smokin' Burrito, LLC
3339 W. Connelly Ave
Visalia, Ca 93291
(559)981-8262
caroline@thesmokinburrito.com
Caroline Meyer Liebe, Owner, Chef

- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are: Individual, Small Business, Women-Owned.
 - Small Business, Individually, Woman Owned Business
- Provide any applicable business licenses, health permits, or certifications required to operate a food service business in Tulare County.
 - Certified Food Protection Manager, Expires: 10/30. (Appendix A)
- Caroline Meyer Liebe, Owner/Operator of the Smokin Burrito, has been in the culinary industry since 2012. She went to culinary school in 2014 and went on to work in Sausalito, CA for Joanne Wier, at Copita Tequileria y Comida. She moved back to Fresno in 2015 where she lived and worked at Fresno Community Hospital as well as a couple other restaurants. She found her love of catering and excelled at large batch cooking. When the opportunity to join the staff working at the Visalia Senior Center in 2023 came about, she jumped at the chance to serve the community the best way she knew how. Caroline has always been drawn to older generations and is endeared by their knowledge and stories of their past. Giving back to the senior community is an honor and a privilege. While working at the Senior Center, Caroline created the monthly menus, making sure to include the seniors, with surveys and many conversations regarding meals they had as children or that they missed and loved. Caroline is happy to be back in her hometown and looks forward to giving back to the community that raised her
- **References and Referrals**
 - Stephany Soto- Stephany.Soto@visalia.city
 - Holly Ellis- Holly.Ellis@visalia.city
 - Lisa Walsh (815)-353-0760

B. Proposed Project Approach

- Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the City's Senior Meal Program.

1. Service Model Selection and Description

- Option 2: On-Site Preparation
- Describe your kitchen operations, staffing, and cleaning responsibilities.
 - Receiving Ingredients and Packaging:
 - Ingredients and raw materials are purchased from a broker that offers products only from verified suppliers.
 - Ingredients are stored appropriately according to manufacturers' requirements.
 - Receiving and Storing Dry Ingredients: Dry ingredients are purchased through WnCo Foods, Food 4 Less and Restaurant Depot directly from Owner / Operator then placed in closed dry storage kept at room temperature at the Commercial Kitchen until ready for use.

- Receiving and Storing Refrigerated Ingredients: Refrigerated ingredients are purchased through WinCo Foods, Food 4 Less and Restaurant Depot directly from Owner / Operator then placed in refrigeration kept at 42' at the Commercial Kitchen until ready for use.

2. Experience and Qualifications

- Briefly describe your current business and length of time in operation.
 - Owner and operator of the Smokin Burrito for 7 years.
- Briefly describe your Quality Assurance Program
 - One on one conversations with customers on how to improve food and service.
- Attach a copy of your Quality Assurance Customer Questionnaire currently in use. N/A

3. Operational Capacity

- Describe your capability to provide service, including staffing size, food preparation equipment, tools, etc.
 - I have experience in working at the Visalia Senior Center and understand that demands of the preparation and the wants of the clientele, as well as experience for large food preparation and service in catering and working in hospital kitchens.
- Using the information under Scope of Services, Section E - Meal Pattern
 - See Appendix B

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

Caroline Meyer Liebe, Owner/Operator of the Smokin Burrito, has been in the culinary industry since 2012. She went to culinary school in 2014 and went on to work in Sausalito, CA for Joanne Wier, at Copita Tequileria y Comida. She moved back to Fresno in 2015 where she lived and worked at Fresno Community Hospital as well as a couple other restaurants. She found her love of catering and excelled at large batch cooking. When the opportunity to join the staff working at the Visalia Senior Center in 2023 came about, she jumped at the chance to serve the community the best way she knew how. Caroline has always been drawn to older generations and is endeared by their knowledge and stories of their past. Giving back to the senior community is an honor and a privilege. While working at the Senior Center, Caroline created the monthly menus, making sure to include the seniors, with surveys and many conversations regarding meals they had as children or that they missed and loved. Caroline is happy to be back in her hometown and looks forward to giving back to the community that raised her

2. Related Experience

- Have not previously held a contract for an ongoing business endeavor but worked with a contracted business with the Visalia Senior Center for 18 months.

D. Proposed Fee Structure and Schedules

- Utilizing the options of service/delivery descriptions listed in the Proposed Project Approach section, please list cost per item for each occasion. Vendor may choose to provide pricing for one, two, or both options. Vendor must indicate their preferred option. Daily Senior Meal Program Pricing Meal Description

Option 2

- Vendor utilizes on-site kitchen
- Hot Lunch \$5.95/Meal
- Salad \$ 5.95/Salad

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
 - N/A
- List current clients who may have a financial interest in the outcome of the project.
 - N/A

V. CONSULTANT SELECTION PROCEDURE

- Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the City of Visalia. RFP NO. 24-25-17 Annual Contract to Provide Senior Meals Page 14 of 33 The process for selection shall occur in the following sequence:
 - Review Proposals
 - Establish a "short list" of three or more firms
 - Interview "short-listed" firms (at the option and discretion of the City)
 - Identify best qualified firm
 - Determine which, if any, alternates will be selected, and negotiate a fee
 - Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and may include a representative knowledgeable in food services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews. The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

A. Criteria & Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 points (Local Vendor Preference Points) will be given to any Proposer who has a business address in Tulare County for the past six months (see Section II, Instructions). Criteria Explanation Points. Merit of Proposals Submittal

- Presentation
- Proposals submittal thoroughness and approach
- Ability to comply with State requirements 20
- Knowledge and Expertise
- Capability of personnel
- Business qualifications
- Experience in Food Service 25
- Record of Past Performance • Proven Competency
- References from previous or current customers
- Quality of Product
- Demonstrated ability to perform services required 25

- Cost • Cost to provide services 20
- Location • Proximity to Commissary; Transportation 5
- Local Vendor Preference
- Proposals submitted by Businesses with a business address in Tulare County, CA will receive 5 percentage points. 5
- Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

- The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Finance Department, Purchasing Division.

C. Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

D. Permits and Licenses

1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request

FOOD PROTECTION MANAGER CERTIFICATION

This certifies that

Caroline Liebe

has achieved the title of

Certified Food Protection Manager



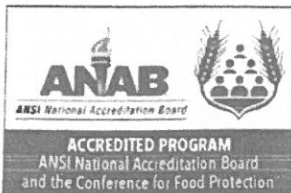
Test Name
ANAB_CFP_Exam



Completion Date
10/30/2025



Certificate #
L2SC-3-000039870003



Samantha Montalbano
Samantha Montalbano, Chief Operating Officer



THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UP TO 5 YEARS FROM THE ISSUE DATE
DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

6504 Bridge Point Parkway Suite 100 | Austin, TX 78730 | 360training.com

(CUT HERE)

(CUT HERE)

360 LEARN 2 SERVE

This certifies that

Caroline Liebe

has achieved the title of

Certified Food Protection Manager

Test Name
Exam Form, Oct

Completion Date
10/30/2025

Certificate #
L2SC-3-000039870003

Samantha Montalbano
Samantha Montalbano, Chief Operating Officer



Congratulations on becoming a Certified Food Protection Manager

Learn2Serve also provides training courses in:
Food Safety Handler, Alcohol Seller/Server,
HACCP, and Sexual Harassment.
Please contact us today to learn more about
how you can take advantage of these quality
courses, or visit Learn2Serve.com.



Questions? support@360training.com

6504 Bridge Point Parkway Suite 100 | Austin, TX 78730 | 360training.com

Appendix B

(Week 1) Dish Name		Lean Meat or Bean	Vegetable	Fruit	B-read or Grain	Milk 8 oz	Dessert
Chicken tostada, with beans, salad, cheese and sour cream	chicken/beans 4 oz	salad 1 cup		corn tortilla	Milk 8 oz	cookie	
beef stroganoff, noodles, peas	beef 4 oz	Peas 1 cup		noodles 4 oz	Milk 8 oz	pudding	
Philly cheese steak, peppers and onions, cheese	beef 4 oz	peppers and onions 1 cup		bread	Milk 8 oz	Jello	
Chile Verde, tortillas, Spanish rice and corri	pork 4 oz	corn 1/2 cup	fruit 1/2 cup	Spanish rice 1/2 cup	Milk 8 oz	brownie	
French Bread pizza and fruit salad	sausage, pepperoni 3 oz	sauce, mushrooms, olives, peppers and onions (1/2 cup) 1/2 cup fruit salad		French bread	Milk 8 oz	cookie	
(Week 2) Dish Name		Lean Meat or Bean	Vegetable	Fruit	B-read or Grain	Milk 8 oz	Dessert
Chicken alfredo with pasta and salad	Chicken 4 oz	salad 1 cup		pasta 1/2 cup	Milk 8 oz	Jello	
Chili cheese baked potato, with broccoli, sour cream and cheese	beef and bean chili 4 oz	onions, peppers in chili and broccoli 1/2 cup		potato	Milk 8 oz	pudding	
Italian Stuffed Bell Peppers, with meat, rice and veggies inside topped with cheese, green beans on the side	Ground Turkey 4 oz	Bell Pepper, Green beans 1/2 cup		rice	Milk 8 oz	brownie	
Pulled Pork Sandwich, fruit salad and coleslaw	pork 4 oz	Coleslaw 1/2 cup	fruit 1/2 cup	bread	Milk 8 oz	cookie	
Meatloaf, mashed potatoes, gravy, carrots	Beef and eggs 4 oz	celery, onion and carrot in meatloaf, carrots 1/2 cup		mashed potatoes and gravy	Milk 8 oz	Jello	

(Week 3) Dish Name		Lean Meat or Bean	Vegetable	Fruit	B-read or Grain	Milk 8 oz	Dessert
Ground Beef and cheese Enchiladas, Spanish Rice, Corn	Beef 4 oz	Corn 1 cup, enchilada sauce			Tortillas, Rice	Milk 8 oz	pudding
Spaghetti and Meatballs with salad	ground Beef/pork/turkey 4 oz	salad 1 cup, marinara sauce			spaghetti 1/2 cup	Milk 8 oz	brownie
BBQ Chicken Sandwich, Cole slaw and fruit salad	pulled chicken 4 oz	Cole slaw 1/2 cup	fruit salad 1/2 cup		bun	Milk 8 oz	cookie
teriyaki turkey rice bowl, with steamed veggies	Ground Turkey 4 oz	steamed broccoli and carrots 1 cup			rice 1/2 cup	Milk 8 oz	Jello
bean, cheese and rice burrito with salsa and zucchini	refried beans 4 oz	zucchini 1/2 cup, salsa			tortilla and rice 1/2 cup	Milk 8 oz	pudding
(Week 4) Dish Name		Lean Meat or Bean	Vegetable	Fruit	B-read or Grain	Milk 8 oz	Dessert
Salsbury Steak, mushroom gravy, roasted potatoes, peas	Salsbury steak 4 oz	Mushrooms 1/2 cup, peas 1/2 cup			roasted potatoes 1/2 cup gravy 1/4 cup	Milk 8 oz	brownie
beef lasagna, salad, fruit	ground beef, cheese 4 oz	peppers, onions in lasagna, salad 1/2 cup	fruit 1/2 cup		lasagna noodles	Milk 8 oz	cookie
chicken soft tacos	chicken 4 oz	salad, 1/2 cup, salsa	fruit 1/2 cup		tortillas	Milk 8 oz	Jello
BBQ Roasted Chicken, mac n cheese, corn and fruit	BBQ Roasted Chicken 4 oz	corn 1/2 cup	fruit 1/2 cup		mac noodles 1/2 cup	Milk 8 oz	pudding
Cheeseburger, potato salad	burger patty 4 oz	lettuce, tomato, onion, potato salad 1/2 cup			bun	Milk 8 oz	brownie

(Salad Options) Dish Name		Lean Meat or Bean	Vegetable	Fruit	B-read or Grain	Milk 8 oz	Dessert
Chicken Caesar Salad	Chicken 4 oz	Lettuce, tomato 2 cups				milk 8 oz	dessert
Asian Chicken Salad	Chicken 4 oz	Lettuce, carrots, edamame, bell peppers 2 cups				milk 8 oz	dessert
Chicken Garden Salad	Chicken 4 oz	Lettuce, tomato, onion, carrot 2 cups				milk 8 oz	dessert



**FOOD
LIABILITY
INSURANCE
PROGRAM**

<http://www.fliprogram.com>
844-520-6992
Powered by Veracity Insurance
Solutions, LLC

ACCELERANT

Accelerant National Insurance Company
400 Northridge Rd.
Suite 800
Sandy Springs, GA 30350
Tel: (833) 284-9200

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: ACCELERANT NATIONAL INSURANCE COMPANY NAMED INSURED: HOSPITALITY & ENTERTAINMENT TRADE ALLIANCE CERTIFICATE HOLDER: Caroline Liebe, DBA Derive Foods ADDRESS: 3037 Helm Ave, Clovis, California 93612 POLICY PERIOD: 01/19/2026 to 01/19/2027 6:14 AM MST at the Address of The Certificate Holder	POLICY NUMBER: N0276GL00000100 CERTIFICATE NUMBER: F349431
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LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
General Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Professional Coverage Extension	\$	Not Purchased	Each Claim
	\$	Not Purchased	Aggregate
Professional Coverage Deductible	\$	Not Purchased	Each Claim
Liability Deductible			None

FORM OF BUSINESS: Sole Proprietor/Individual

BUSINESS DESCRIPTION: ; Catering; Food Manufacturer

PREMIUM: \$169.00
TOTAL POLICY COST: \$169.00

CODE NUMBER: 11168 **PREMIUM BASIS:** Gross Sales **EXPOSURE:** Up to \$50,000

BUSINESS DESCRIPTION: Vendor, Distributor, or Manufacturer of food products; Catering, Food Manufacturer

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
260 South 2500 West Suite 303
Pleasant Grove Utah 84062
888-568-0548
info@fliprogram.com

ADMINISTRATOR'S SIGNATURE:

VIII. EXHIBITS

Submit with Proposal

Exhibit A-1
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature

3/23/20

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXHIBIT A-2


WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: The Smokin Burrito

Business Address: 3339 w connelly Ave ^{Visalia} CA 93291

Signature: 

Name of Signing Official: Caroline Lietz

Title of Signing Official: owner

Date: 3/23/26

Company Seal (if any):

EXHIBIT A-3

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(EXECUTIVE ORDER 11246)


Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: The Smokin Burrito

Business Address: 3339 W. Canyon Ave Visalia CA 93291

Signature:  Date: 3/23/22

Name & Title of Signing Official: Caroline Liza Company Seal (if any):

Note: Executive Order 11246 has been rescinded effective January 2025

EXHIBIT A-4

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

- 1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
- 2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Carrie Lin / The Smelin Studio
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Carrie Lin

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: _____ NO: . If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

<u>Council Member(s) Name</u>	<u>Date of Contribution(s)</u>

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

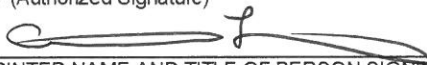
Carrie Lin
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

<i>[Signature]</i>	<i>Carrie Lin</i>	3/23/26
Signature of Company Authorized Individual	Print or Type Name of Authorized Individual	Date

EXHIBIT A-5

DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME <i>The Smokin Burrito</i>	FEDERAL ID NUMBER <i>87-0921581</i>
BY (Authorized Signature) 	DATE EXECUTED <i>3/23/26</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <i>Caroline Weber</i>	TELEPHONE NUMBER (Include Area Code) <i>(859) 972 8262</i>
TITLE <i>owner</i>	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <i>3339 W Connelly Ave Visalia CA 93291</i>	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT A-6

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

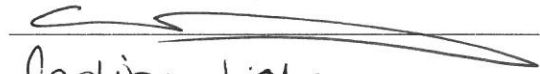

Company: The Smokin Burrito
Business Address: 3338 W. Wainly Ave VISALIA CA 93291
Signature: 
Name of Signing Official: Corbin Lieber
Title of Signing Official: owner
Date: 3/23/20
Company Seal:

EXHIBIT A-7

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- The Contractor is not:
 - (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature:  Printed Name: CAROLINE LEBE
Title: mm Agency Name: The Smokin Buns
Date: 3/26

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.gov

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS RFP No. 24-25-17

ANNUAL CONTRACT TO PROVIDE SENIOR MEALS

ADDENDUM NO. 1

Issued: Tuesday, March 17, 2026

Proposals Due: **THURSDAY, MARCH 26, 2026 AT 2:00 PM PT**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFP 24-25-17 document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

Q1: May I have the daily meal count from 6/10/24-6/14/24?

R1: 6/10/24: 60
6/11/24: 54
6/12/24: 84
6/13/24: 68
6/14/24: 50

Q2: Will the cost for a chemical analysis test of the food be given ahead of time?

R2: The reference to 'chemical analysis' in the RFP was unintentional. The intent is not to require a laboratory or full nutritional analysis from proposers. Instead, the RFP requires that meals meet the portion sizes and food component requirements specified in the document. Vendors are expected to follow standardized recipes and serve the required portions of each component (such as protein, grains, fruits/vegetables, and dairy). Compliance is verified through menu reviews, documentation, and onsite monitoring, not through chemical or laboratory testing.

Q3: Will there be a list of cleaning supplies to be used onsite?

R3: A specific list of cleaning supplies is not provided in the RFP. Vendors are expected to use standard commercial cleaning and sanitizing products required for food-service operations, in accordance with local Environmental Health regulations. This typically includes appropriate sanitizers, disinfectants, and cleaning agents approved for use in food-service environments.

Q4: When will the award be announced?

R4: It is anticipated to go to City Council for authorization mid-April to early May.

Q5: When will the contract start?

R5: The current food service contract remains in place through June 30. Pending City Council approval and completion of the required onboarding steps with the selected contractor, the anticipated start of the new contract may be around July 1. The City may explore a transition earlier than July 1 with the awarded contractor if it is feasible and mutually beneficial. Any adjustments would be coordinated only after the contract award and in a manner that maintains continuity of service.

- Q6:** Will a new RFP for this service be done every year?
R6: The City issues a new RFP for this service only when the existing contract has reached the end of its full term, including any approved option years. If all option years are exercised and the contract remains in good standing, a new RFP is not issued annually.
- Q7:** Will the record of quality report be provided onsite?
R7: Yes, as indicated in Section III, Scope of Services, Item D, Subsection 1(c), records will be maintained by the City's designated food services manager documenting the quality of food and service received from the contractor. These records will be made available to the Contractor upon request.
- Q8:** If food is prepared offsite do we need to drop it off and is there anything else that needs to be provided such as silverware, drinks?
R8: This information is provided in Section III, Scope of Services, Item C, Subsection 2. Meals prepared off-site shall be delivered to the Visalia Senior Center. In addition, Section III, Scope of Services, Item E identifies that milk or a milk alternative must be provided with each meal, along with the required condiments.
- Q9:** Do we need to provide the condiments?
R9: This information is provided in Section III, Scope of Services, Item E identifies that milk or a milk alternative must be provided with each meal, along with the required condiments.
- Q10:** Does a Registered Dietitian (RD) need to sign off on the meals?
R10: At this time, a Registered Dietitian (RD) is not required to sign off on the meals. Should any requirements change in the future, the City will notify the contractor accordingly.
- Q11:** Can we provide a cycled menu or does it need to be a variety of meals?
R11: A cycled menu may be used; however, it is not acceptable to repeat the exact same menu every month. The City requires variety in the meals offered, and menus should incorporate seasonal dishes throughout the year. While some popular items may be repeated each month, overall the menu must reflect a diverse selection of meals that meet the program's expectations for variety and seasonality.
- Q12:** When you do a contract extension, how is price determined?
R12: Price adjustments during contract extensions follow the terms in the RFP. Prices remain firm for the first 12 months, and any adjustment for each additional 12 months must be requested by the contractor in advance, supported with documentation, and is based on the CPI (CPI-U). Any increase is capped at 5%.
- Q13:** Why is the City changing the way it has been done in the past where vendor utilizes the kitchen?
R13: The City is updating its approach to how the Senior Center kitchen is used to ensure the facility is managed as a City asset in a more intentional and consistent manner to support its long-term care and availability for City programs. Proposers can propose to either prepare meals off-site and deliver to the Senior Center or utilize the Senior Center kitchen to prepare the senior meals. If proposer seeks to utilize the kitchen for any other purpose beyond preparation of the senior meals, that would be a separate agreement.
- Q14:** Is there possible federal funding to be used for senior meals?
R14: At this time, the City does not use federal funding for this meal program. If the funding structure changes in the future, the City would notify the contractor of any new requirements that may apply.
- Q15:** If the awarded vendor utilizes the Senior Center's kitchen, will the City allow other vendors to use the kitchen as well?
R15: No, if the awarded vendor is utilizing the Senior Center's kitchen another vendor will not be permitted to use the Senior Center's kitchen. The kitchen use is limited to ensure proper management of the facility and to support consistent operations for the meal program.


- Q16: If the awarded vendor does NOT utilize the Senior Center's kitchen, will the City allow other vendors to use the kitchen?
- R16: No. The kitchen is not automatically available to other vendors. If the awarded vendor does not utilize the Senior Center's kitchen, any other potential use would require a separate City process, which may include issuing an RFP and establishing an independent contract. Any such use would be evaluated on a case-by-case basis.
- Q17: Why don't City staff prepare the meals since you have a kitchen?
- R17: The City does not plan to operate the Senior Center kitchen with City staff. The preferred approach is to utilize a qualified catering vendor to provide meals for the program, which supports consistency, efficiency, and service reliability.
- Q18: It's stated that meals will be ordered on a daily basis by 2 pm; however, will the City consider a bulk delivery 2x – 3x per week? If so, does the City have the capacity to store meals?
- R18: No, the City will not consider a bulk delivery 2x – 3x per week.
- Q19: Will the City accept whole fruit as part of the ½ cup fruit serving?
- R19: Yes. Whole fruit may count toward the ½-cup fruit requirement; however, it must be cut to ensure it can be easily consumed by participants.
- Q20: Will proposals be accepted from proposers outside Tulare County?
- R20: Yes.
- Q21: Will a separate agreement be required if the proposer provides necessary warming equipment for on-site preparation of meals?
- R21: The Senior Center kitchen is already fully equipped with the necessary warming and holding equipment. The vendor will be delivering the food at service temperature for that day of service.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Respondent to sign and submit with Proposal

Firm: The Smokin Burrito Date: 3/23/24

By: 
Respondent's Signature