# J RAMCO, INC.

CE ID No. 02528 | dba La Victoria Adult Day Care Centers

# CACFP FOOD COMPONENTS SUPPLY CONTRACT

Resulting from Request for Proposals (RFP) — CACFP Food Components

**Contract Period: December 11, 2026 – September 30, 2027**

| | |
|---|---|
| **Contract No.** | _____ (assigned by J Ramco, Inc. at award) |
| **Contract Version** | CACFP Food Components Contract Version 1.0 (form of contract issued with the RFP; completed and executed with the awarded vendor) |
| **Procurement Method** | Competitive Proposals (Request for Proposals), CACFP Handbook Sections 7213.2 and 7213.3 |
| **Contract Type** | Firm-fixed-price supply contract; on-demand, next-day delivery |
| **Effective Date** | Friday, December 11, 2026, subject to execution by both parties on or before that date |
| **Expiration Date** | Thursday, September 30, 2027 (no automatic renewal) |

This Contract is made between J Ramco, Inc. and the Vendor named below, and is entered into under the Child and Adult Care Food Program (CACFP), 7 C.F.R. Part 226, 2 C.F.R. Part 200, and the Texas Department of Agriculture (TDA) CACFP Handbook, Financial Management, Sections 7221 and 7261.

## ARTICLE 1. PARTIES AND ADDRESSES

The persons who will perform this Contract, including any assumed names, are identified below.

| CONTRACTING ENTITY (“J Ramco”) | VENDOR |
|---|---|
| J Ramco, Inc. (CE ID No. 02528), dba La Victoria Adult Day Care Centers | Legal name: _____<br>Assumed name (dba): _____ |
| Street address:<br>2204 N. Shary Road, Suite B<br>Mission, Texas 78572 | Street address:<br>_____<br>_____ |
| Mailing address:<br>P.O. Box 789<br>McAllen, Texas 78505 | Mailing address (if different):<br>_____<br>_____ |
| Authorized representative:<br>Martha Ramirez, Vice President | Authorized representative / title:<br>_____ |
| Notice contact:<br>Karina Garcia<br>karigarcia668@aol.com<br>(956) 581-9557 | Notice contact / email / phone:<br>_____<br>_____ |

**1.1** **Vendor Identification.** The Vendor’s legal name, assumed name, and street and mailing addresses are those stated above and on the Vendor’s Proposal Form (Attachment A to the RFP). The Vendor will notify J Ramco in writing of any change in legal name, assumed name, ownership, or address.

**1.2** **Multiple Awards.** If J Ramco makes awards to more than one vendor under the RFP, J Ramco will execute a separate contract with each awarded vendor covering only the items, categories, or region awarded to that vendor.

## ARTICLE 2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

**2.1** **Documents.** This Contract consists of (in order of precedence, highest first): (a) this Contract and its Exhibits; (b) the Request for Proposals, CACFP Food Components, issued November 8, 2026, including all written addenda (the “RFP”); (c) the Vendor’s accepted proposal, including its Price Proposal Schedule (Attachment B) and any best and final offer accepted by J Ramco; and (d) purchase orders issued under this Contract. The RFP and the accepted proposal are incorporated by reference.

**2.2** **Conflicts.** If documents conflict, the higher-ranked document controls. Nothing in the Vendor's proposal, invoices, delivery tickets, or standard terms of sale may add a fee, price adjustment, or condition not stated in this Contract.

## ARTICLE 3. TERM; RENEWAL

**3.1** **Term.** This Contract takes effect on December 11, 2026 (the "Start Date"), provided it has been executed by both parties on or before that date, and expires on September 30, 2027, unless terminated earlier under Article 20.

**3.2** **Renewal.** There is no automatic renewal. Any renewal or extension requires a written amendment signed by both parties and, where required, TDA approval.

**3.3** **Protest Period.** J Ramco will not execute this Contract until the protest period in Section 14 of the RFP has ended and any timely protest has been decided.

## ARTICLE 4. SCOPE OF WORK

**4.1** **Activities.** The Vendor will provide and deliver the food components awarded to it (Exhibit 1), Monday through Friday, as ordered, to the La Victoria Adult Day Care Center locations in Exhibit 2, for use by J Ramco in preparing CACFP-compliant breakfasts, lunches, and afternoon snacks. The Vendor is a supplier of food components only.

**4.2** **Specifications.** All products must meet the minimum specifications in Exhibit 1 (Section 7 and Attachment B of the RFP) and be creditable toward CACFP meal pattern requirements. Grain products identified as whole grain must qualify as whole grain-rich. Milk must be 1% unflavored and pasteurized and meet state and local standards.

**4.3** **Substitutions.** Substitutions require prior written authorization from J Ramco, must meet or exceed the stated specification, and must satisfy CACFP meal pattern and crediting requirements.

**4.4** **Product Documentation.** On request and at no cost, the Vendor will provide product labels, nutrition facts, ingredient statements, and Child Nutrition (CN) labels or manufacturer product formulation statements for CACFP crediting and audit purposes.

**4.5** **Added or Deleted Sites.** J Ramco may add or remove delivery locations as centers open, close, or relocate. The Vendor will serve any new location in Hidalgo County or El Paso County, Texas at the same firm-fixed unit prices. J Ramco will give not less than 10 business days' written notice where reasonably possible.

**4.6** **Reserved Rights.** J Ramco may separately and competitively procure any item not awarded, may separately procure similar items during peak or seasonal periods when the Vendor cannot supply them at the contract price, and may make emergency purchases when an emergency exists, with prior TDA approval where required. These rights do not change the firm-fixed prices of awarded items.

## ARTICLE 5. PRICE; NOT-TO-EXCEED TOTAL COST

**5.1** **Firm-Fixed Prices.** The prices are the firm-fixed unit prices stated in Exhibit 1 (taken from the Vendor's accepted proposal). Prices remain firm for the entire Contract term. No price escalation, fuel surcharge, market adjustment, or index-based adjustment is permitted.

**5.2** **Price Increases.** No price increase is permitted during the term of this Contract. No condition exists under which the Vendor may request one. Any change to price would require a written amendment signed by both parties and approved by TDA where required.

**5.3** **Delivered Price.** Unit prices include the item, packaging, transportation and delivery to each location in Exhibit 2, and any nonfood items essential to supply the food component (for example ice, dry ice, or insulated packaging). No separate delivery, fuel, packaging, handling, or minimum-order fee may be charged unless expressly itemized as a distinct line in Exhibit 1.

**5.4** **Not-to-Exceed Total Cost.** The total amount payable under this Contract shall not exceed $_____ (the total evaluated price of the awarded items in Exhibit 1) unless increased by a written amendment signed by both parties and approved by TDA where required.

**5.5** **Estimated Quantities.** Quantities in Exhibit 1 are estimates used to evaluate proposals. They are not guaranteed purchase amounts. J Ramco is obligated to pay only for conforming products ordered, delivered, and accepted.

**5.6** **Prohibited Charges.** J Ramco will not pay: cost-plus, cost-reimbursable, or percentage-of-cost charges; charges for products, quantities, or substitutions not ordered or not accepted; fees not included in the contract prices; or any amount made contingent on J Ramco's receipt of CACFP reimbursement. The Vendor's price and payment are not contingent on CACFP reimbursement.

## ARTICLE 6. ORDERS AND DELIVERY; RATE OF PROGRESS

**6.1** **Orders.** Each La Victoria location will place orders directly with the Vendor by purchase order or other written or electronic order. Orders placed after the Vendor's published daily order cutoff time (stated in the Vendor's proposal: _____) are treated as placed the next business day.

**6.2** **Next-Day Delivery.** The Vendor will deliver each order no later than the next business day (Monday–Friday) after the order is placed, unless the ordering location requests a later date. This is the required rate of progress and the standard for acceptable fulfillment of the Contract.

**6.3** **Food Safety and Temperature.** The Vendor will comply with all applicable federal, state, and local food safety, sanitation, packaging, and labeling requirements. Frozen products must be delivered frozen solid; refrigerated products must be delivered at 41°F or below. J Ramco may verify temperature at delivery.

**6.4** **Delivery Ticket.** Each delivery must include an itemized delivery ticket showing products, quantities, unit prices, delivery location, date and temperature when applicable.

## ARTICLE 7. INSPECTION, ACCEPTANCE, AND REJECTION

**7.1** **Acceptance.** Acceptance occurs when J Ramco inspects the delivery and finds it conforming to the specifications, temperature, labeling, quantity, and price requirements. Acceptance does not waive J Ramco's right to reject product later found defective or nonconforming.

**7.2** **Rejection.** J Ramco may reject damaged, spoiled, unsafe, out-of-temperature, mislabeled, short, or otherwise nonconforming products at delivery or after discovery. Rejected product must be credited in full or replaced at no additional cost.

## ARTICLE 8. INVOICES AND PAYMENT

**8.1** **Invoices.** Invoices must identify products, quantities, unit prices, extensions, delivery location, and date, and must match the awarded firm-fixed prices.

**8.2** **Payment Terms.** J Ramco will pay by check or electronic transfer within 30 calendar days of receiving a correct, itemized invoice and confirmation that the delivery was received and accepted without rejection. No advance, deposit, or prepayment will be made.

**8.3** **Unallowable Expenses.** J Ramco will not pay for any unallowable expense, or for any product, fee, charge, or surcharge not included in the contract prices. J Ramco may withhold payment for rejected or disputed product.

## ARTICLE 9. RESPONSIBILITIES OF THE PARTIES

**9.1** **Vendor.** The Vendor will supply conforming products in the quantities ordered, on time, at the contract prices; maintain required licenses, permits, and insurance; keep required records; provide product documentation; and comply with the federal and state provisions of this Contract.

**9.2** **J Ramco.** J Ramco will place orders, inspect and accept or reject deliveries, pay conforming invoices within 30 days, give required notices, and retain final administrative and financial responsibility for the CACFP.

**9.3** **Final Responsibility.** J Ramco, Inc., not the Vendor, accepts final administrative and financial responsibility for the operation of the CACFP. The Vendor assumes no responsibility for CACFP administration, menu planning, meal counts, claiming, or reimbursement.

**9.4** **Insurance.** Before the Start Date the Vendor will give J Ramco proof of general liability insurance and, if the Vendor's delivery operations use motor vehicles, motor vehicle liability insurance, and will keep that insurance in force throughout the term.

## ARTICLE 10. BUY AMERICAN

10.1 Domestic Preference. To the greatest extent practicable and consistent with applicable law, J Ramco and the Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 C.F.R. § 200.322. This clause is a domestic preference for this federally funded procurement and does not assert that the school-meal Buy American statute automatically applies to CACFP.

10.2 Documentation. The Vendor shall identify country of origin upon request and shall document proposed non-domestic items and reasonable availability and price considerations. Any substitution remains subject to prior written approval under Section 4.3. Domestic preference shall be implemented consistently with full and open competition.

## ARTICLE 11. RECORDS AND ACCESS

11.1 Retention. The Vendor shall retain contract-related records for at least three years from final payment, and longer when required by applicable federal or Texas CACFP rules or until any pending audit, claim, litigation, or other review is finally resolved. J Ramco separately retains its own CACFP procurement and program records for the applicable program-year retention period and any required extensions.

**11.2** **Access.** The Vendor will make those records available to J Ramco, TDA, USDA, the Comptroller General of the United States, and their authorized representatives for audit, examination, and copying.

## ARTICLE 12. CONFIDENTIALITY

**12.1** **Protection.** The Vendor will protect the confidentiality of any sensitive or personally identifiable information it receives or observes in connection with this Contract, including participant, staff, and program information; use it only to perform this Contract; and not disclose it except as required by law.

## ARTICLE 13. CONFLICT OF INTEREST; GRATUITIES

**13.1** **Certification.** The Vendor certifies that no real or apparent conflict of interest exists, as stated in its signed Attachment C, and will promptly disclose in writing any conflict that arises during the term.

**13.2** **Gratuities.** The Vendor will not offer or give gifts, gratuities, favors, or anything of monetary value to any officer, employee, or agent of J Ramco, and J Ramco's officers, employees, and agents will not solicit or accept them.

## ARTICLE 14. NONDISCRIMINATION

**14.1** **Civil Rights.** The Vendor will comply with all federal and state civil rights laws, including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and USDA civil rights regulations and policies.

## ARTICLE 15. DEBARMENT AND ELIGIBILITY

**15.1** **Certification.** The Vendor certifies, to the best of its knowledge and belief, that it and its principals (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or state program or transaction; (b) have not, within the

preceding three years, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with a public transaction, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or receiving stolen property; (c) are not presently indicted or otherwise criminally or civilly charged with any of those offenses; and (d) have not had a public transaction terminated for cause or default within the preceding three years.

**15.2 NDL and TEXSL.** The Vendor certifies that neither the Vendor nor any of its staff is included on the National Disqualified List (NDL) or the Texas Excluded SFSP List (TEXSL), and that neither it nor its principals are excluded in the System for Award Management (SAM.gov).

15.3 Changes in Status; Verification. The Vendor must promptly notify J Ramco in writing of a change in exclusion status. Before award, J Ramco shall document a verification method permitted by 2 C.F.R. § 180.300, such as SAM.gov exclusion verification, a vendor certification, or an appropriate contract clause; J Ramco shall also complete any applicable TDA CACFP disqualification-list checks. A vendor certification alone does not substitute for other checks specifically required by TDA.

## ARTICLE 16. FEDERAL CONTRACT PROVISIONS

This Contract is paid with federal CACFP funds. The following provisions apply.

16.1 Equal Employment Opportunity. Applicable equal employment opportunity provisions under 2 C.F.R. Part 200, Appendix II apply only when the covered transaction and work meet the relevant statutory and regulatory conditions; construction-specific clauses are not automatically applicable to a food-components supply contract.

16.2 Davis-Bacon. Davis-Bacon requirements apply only when the procurement involves covered federally assisted construction and applicable program legislation requires their inclusion; no construction work is contemplated by this food-supply contract.

16.3 Contract Work Hours and Safety Standards. Where applicable under 2 C.F.R. Part 200, Appendix II, the Vendor shall comply with the Contract Work Hours and Safety Standards Act for covered contracts involving mechanics or laborers. This clause does not independently make a supply-only contract subject to construction or labor requirements.

**16.4 Energy Efficiency.** The Vendor will comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued under the Energy Policy and Conservation Act (Pub. L. 94-163).

16.5 Clean Air and Water. For contracts and subcontracts exceeding $150,000, where applicable, the Vendor shall comply with the Clean Air Act (42 U.S.C. §§ 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended, and report violations as required by 2 C.F.R. Part 200, Appendix II.

16.6 Anti-Lobbying. For awards of $100,000 or more, the Vendor shall provide the certification required by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), and disclose lobbying with non-federal funds where required. J Ramco shall use the applicable current certification form and obtain lower-tier certifications when required.

**16.7 Compliance.** The Vendor will comply with all applicable federal, state, local, CACFP, and TDA requirements related to performance, including 2 C.F.R. Part 200 and 7 C.F.R. Part 226.

## ARTICLE 17. SUBCONTRACTING; MWBE AFFIRMATIVE STEPS

**17.1 Consent.** The Vendor may not assign this Contract or subcontract any part of it without J Ramco's prior written consent. An approved subcontractor is bound by the same terms and certifications as the Vendor.

**17.2 Affirmative Steps.** If the Vendor subcontracts any part of the work, it will take the affirmative steps in 2 C.F.R. § 200.321 and Section 2B of the RFP to use small, minority, and women's business enterprises and labor surplus area firms when possible, and will require its subcontractors to do so.

## ARTICLE 18. NONCOMPLIANCE, DEFAULT, AND REMEDIES

**18.1** **Notice of Noncompliance.** J Ramco will document any noncompliance with a contract requirement in writing and give the Vendor a reasonable specified time to cure. This does not limit the remedies in this Article or in Article 20.

**18.2** **Default or Abandonment.** The Vendor is in default if it fails to deliver ordered products, repeatedly delivers late or nonconforming products, fails to cure a documented noncompliance within the time specified, loses a required license or eligibility, or abandons performance. On default or abandonment J Ramco may, as sanctions and penalties as appropriate, reject nonconforming product, withhold payment for it, procure substitute goods and charge the Vendor any excess cost, and terminate for cause under Section 20.2. J Ramco reserves the right to terminate this Contract if the Vendor defaults.

**18.3** **Remedies for Breach.** J Ramco may pursue all administrative, contractual, and legal remedies available for any breach of this Contract, with sanctions and penalties as appropriate, in addition to the remedies stated in this Contract.

## ARTICLE 19. DISPUTE RESOLUTION; GOVERNING LAW

**19.1** **Process.** The parties will first try to resolve any dispute in good faith. A party raising a dispute will give written notice describing it, and authorized representatives of both parties will meet within fifteen (15) calendar days of the notice.

**19.2** **Further Remedies.** If the dispute is not resolved, either party may pursue the remedies available under Texas law in the venue stated below. The Vendor will continue to perform all undisputed obligations while a dispute is pending.

**19.3** **Governing Law and Venue.** This Contract is governed by the laws of the State of Texas. Venue lies in Hidalgo County, Texas.

## ARTICLE 20. TERMINATION

**20.1** **For Convenience.** J Ramco reserves the right to terminate this Contract at any time for convenience, in whole or in part, by giving thirty (30) calendar days' advance written notice of intent to terminate. The Vendor may also terminate for convenience on thirty (30) calendar days' advance written notice. J Ramco will pay for conforming products delivered and accepted before the effective date of termination.

**20.2** **For Cause.** J Ramco reserves the right to terminate this Contract for cause if the Vendor fails to perform in full compliance with the Contract requirements, through no fault of J Ramco, by giving thirty (30) calendar days' advance written notice of intent to terminate that specifies the default. Termination takes effect at the end of the 30 days unless the Vendor has cured the default within that period. Cause includes repeated late or nonconforming delivery, failure to meet specifications, loss of licensure or eligibility, debarment or suspension, or breach of any material term. Where a delivery failure threatens meal service, J Ramco may procure substitute goods immediately and charge the Vendor any excess cost.

**20.3** **Non-Appropriation or Program Change.** This Contract terminates automatically, without penalty to J Ramco, if CACFP funding is reduced, suspended, or discontinued, or if J Ramco ceases to participate in the CACFP, upon written notice to the Vendor.

**20.4** **Circumstances Beyond Contractor's Control.** This Contract may also be terminated where performance becomes impossible or impracticable because of circumstances beyond the Vendor's control. This does not relieve the Vendor of liability for its own default and does not limit J Ramco's rights under Section 20.2.

## ARTICLE 21. NOTICES

**21.1** **Designated Recipients.** Formal notices must be in writing and delivered by hand, by certified mail (return receipt requested), or by email with confirmation of receipt. Notices to J Ramco go to: J Ramco, Inc., Attn: Karina Garcia, 2204 N. Shary Road, Suite B, Mission, Texas 78572,

karigarcia668@aol.com. Notices to the Vendor go to the Vendor contact, address, and email stated in Article 1.

**21.2 Effective Date of Notice.** A notice is effective on receipt. Either party may change its notice address by written notice.

21A.5 Before signature, the parties shall complete the awarded items, units, accepted prices, awarded region, total not-to-exceed amount, vendor details, and delivery cutoff time. Unawarded lines shall be removed from Exhibit 1.

21A.4 No award, renewal, material amendment, or commencement of performance shall occur before any required TDA review or approval and completion of applicable protest procedures. J Ramco shall document whether a specific approval requirement applies.

21A.3 J Ramco shall provide full and open competition and shall not use unduly restrictive product specifications, unreasonable qualification requirements, or undisclosed preferences. Geographic awards and delivery requirements must be disclosed in the RFP and evaluated consistently.

21A.2 The solicitation shall disclose all evaluation factors and their relative importance before proposals are due. Cost shall be the primary evaluation factor as required by applicable TDA CACFP guidance. Evaluations shall follow the disclosed criteria, and award shall be made only to a responsible vendor whose proposal is most advantageous under those criteria.

21A.1 This form is the proposed contract accompanying the separate competitive-proposals RFP. It is not itself the full solicitation. Before award, J Ramco shall maintain a complete procurement file with the independent cost estimate, procurement-method rationale, public notice, solicitation and addenda, vendor responses, documented responsibility review, evaluation records, price analysis, award decision, and applicable approvals.

ARTICLE 21A. PROCUREMENT INTEGRITY AND AWARD CONDITIONS

## ARTICLE 22. TDA REVIEW; GENERAL PROVISIONS

**22.1 TDA Review.** J Ramco will make this Contract and its procurement file available to the Texas Department of Agriculture, Food and Nutrition Division for review on request.

**22.2 Entire Agreement.** This Contract, with the documents listed in Section 2.1, is the entire agreement of the parties on its subject and replaces all earlier proposals, negotiations, and understandings.

**22.3 Amendment.** This Contract may be amended only by a written amendment signed by both parties and, where required, approved by TDA. No oral change is binding.

**22.4 Severability; Waiver.** If any provision is held unenforceable, the rest remains in effect. A party's failure to enforce a provision is not a waiver of it.

**22.5 Counterparts.** This Contract may be signed in counterparts and by electronic signature, each of which is an original.

## ARTICLE 23. SIGNATURES

By signing below, each party agrees to the terms of this Contract. The person signing for the Vendor represents that he or she is authorized to bind the Vendor.

**J RAMCO, INC.**

Signature: _____
Name: Martha Ramirez
Title: Vice President
Date: _____

**VENDOR**

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

PRODUCT SPECIFICATION CONTROL: Prior to issuing the solicitation, J Ramco shall verify that each listed product has an objectively comparable unit and pack size, and separate dissimilar products (including mozzarella and American cheese) into separately priced lines. For commercially prepared combination foods, obtain CN labels or manufacturer product formulation statements when needed for CACFP crediting. Identify whole grain-rich documentation where applicable and specify acceptable canned-fruit packing media. Do not award an ambiguous combined line without clarification by addendum.

## EXHIBIT 1 — AWARDED ITEMS AND FIRM-FIXED PRICES

Complete from the Vendor's accepted Price Proposal Schedule (RFP Attachment B) and any accepted best and final offer. List only the items awarded to this Vendor; strike or delete all other lines before signing. Estimated quantities cover the 210 Monday–Friday days from December 11, 2026 through September 30, 2027 and are not guaranteed. Extended Price = Unit Price × Estimated Quantity.

Region awarded (check one): ☐ All locations ☐ McAllen only ☐ El Paso only

| # | Product | Minimum Specification | Unit | Est. Qty. | Unit Price | Extended Price | Brand / Quoted Pack Size |
|---|---|---|---|---|---|---|---|
| **A. Meat, Poultry, Fish & Other Entrees** | | | | | | | |
| 1 | Ground beef | Frozen, market style (80/20) | lb. | 4,713 | $ | $ | |
| 2 | Ground beef — patties | Frozen | lb. | 1,207 | $ | $ | |
| 3 | Chicken leg quarters | Frozen, with skin | lb. | 1,207 | $ | $ | |
| 4 | Chicken breast | Frozen, skinless | lb. | 3,732 | $ | $ | |
| 5 | Pork chops | Frozen | lb. | 1,207 | $ | $ | |
| 6 | Beef tripe | Frozen, cut | lb. | 3,432 | $ | $ | |
| 7 | Stew meat | Frozen, cut | lb. | 2,413 | $ | $ | |
| 8 | Pork sausage patties | Pre-cooked | lb. | 591 | $ | $ | |
| 9 | Tilapia fish fillets | Frozen | lb. | 724 | $ | $ | |
| 10 | Brisket meat | Cooked, ready to serve | lb. | 1,207 | $ | $ | |
| 11 | Beef cheek meat (barbacoa) | Cooked, ready to serve | lb. | 1,320 | $ | $ | |
| **B. Milk, Cheese & Dairy** | | | | | | | |
| 12 | Milk | 1% unflavored | gallon | 36,619 | $ | $ | |
| 13 | Cheese | Shredded mozzarella; sliced American | lb. | 5,870 | $ | $ | |
| 14 | Cottage cheese | Small curd, low-fat, packed | lb. | 523 | $ | $ | |
| **C. Whole Grains, Bread & Grain Products** | | | | | | | |
| 15 | Bread | Sliced, whole grain or whole wheat | lb. | 6,600 | $ | $ | |
| 16 | Corn tortillas | Whole grain corn | lb. | 18,369 | $ | $ | |
| 17 | Flour tortillas | Flour, enriched | lb. | 8,320 | $ | $ | |
| 18 | Oatmeal | Oats, instant | lb. | 8,481 | $ | $ | |
| 19 | Corn gorditas | Pre-cooked, corn | lb. | 1,182 | $ | $ | |
| 20 | Tamales | Pre-cooked, ready to serve | lb. | 113 | $ | $ | |
| 21 | Oatmeal muffins | Pre-cooked, ready to serve | lb. | 1,101 | $ | $ | |
| 22 | Blueberry muffins | Pre-cooked, ready to serve | lb. | 2,307 | $ | $ | |
| 23 | Biscuits | Pre-cooked, ready to serve | lb. | 3,569 | $ | $ | |
| 24 | French bread | Pre-cooked, ready to serve | lb. | 4,388 | $ | $ | |
| 25 | Croissants | Pre-cooked, ready to serve | lb. | 3,569 | $ | $ | |
| 26 | Banana nut bread | Pre-cooked, ready to serve | lb. | 2,201 | $ | $ | |
| **D. Eggs & Rice** | | | | | | | |
| 27 | Eggs | Shell, large, Grade A | dozen | 2,414 | $ | $ | |
| 28 | Rice | Enriched, dry, grain | lb. | 1,573 | $ | $ | |
| **E. Fresh Produce & Vegetables** | | | | | | | |
| 29 | Iceberg lettuce | Fresh, whole | lb. | 3,871 | $ | $ | |

| # | Product | Minimum Specification | Unit | Est. Qty. | Unit Price | Extended Price | Brand / Quoted Pack Size |
|---|---|---|---|---|---|---|---|
| 30 | Tomatoes | Fresh, whole | lb. | 11,309 | $ | $ | |
| 31 | Russet potatoes | Fresh, whole | lb. | 4,721 | $ | $ | |
| 32 | Spinach | Fresh leaf, ready to serve | lb. | 93 | $ | $ | |
| 33 | Onion | Fresh, whole | lb. | 414 | $ | $ | |
| 34 | Cactus (nopal) | Fresh, trimmed | lb. | 340 | $ | $ | |
| 35 | Pinto beans | Pinto, dry, whole | lb. | 2,001 | $ | $ | |
| 36 | Watermelon | Fresh, whole with rind | lb. | 6,607 | $ | $ | |
| 37 | Cantaloupe / melon | Fresh, whole | lb. | 6,736 | $ | $ | |
| 38 | Apples | Fresh, whole | lb. | 1,855 | $ | $ | |
| 39 | Bananas | Fresh, whole | lb. | 5,125 | $ | $ | |
| 40 | Oranges | Fresh, whole | lb. | 15,742 | $ | $ | |
| 41 | Carrots | Fresh, without tops | lb. | 1,182 | $ | $ | |
| 42 | Cucumber | Fresh, whole | lb. | 1,839 | $ | $ | |
| **F. Canned Goods** | | | | | | | |
| 43 | Mandarin oranges | Canned, No. 10 can | can | 420 | $ | $ | |
| 44 | Pineapple chunks | Canned, No. 10 can | can | 603 | $ | $ | |
| 45 | Fruit cocktail | Canned, No. 10 can | can | 627 | $ | $ | |
| 46 | Sliced pears | Canned, No. 10 can | can | 1,963 | $ | $ | |
| 47 | Sliced peaches | Canned, No. 10 can | can | 2,398 | $ | $ | |
| 48 | Pineapple tidbits | Canned, No. 10 can | can | 420 | $ | $ | |
| 49 | Applesauce | Packaged / canned | can | 365 | $ | $ | |
| 50 | Green beans | Canned, No. 10 can | can | 411 | $ | $ | |
| 51 | Corn | Canned, No. 10 can | can | 471 | $ | $ | |
| 52 | White hominy | Canned, No. 10 can | can | 389 | $ | $ | |
| 53 | Tuna | Canned, 66.02 oz can | can | 364 | $ | $ | |
| 54 | Chile sauce | Canned, No. 10 can | can | 722 | $ | $ | |
| 55 | Refried beans | Canned, No. 10 can | can | 187 | $ | $ | |
| 56 | Mixed vegetables | Canned, No. 10 can | can | 517 | $ | $ | |

**TOTAL — NOT-TO-EXCEED CONTRACT AMOUNT (Section 5.4): $_____**

## EXHIBIT 2 — DELIVERY LOCATIONS

Deliveries are Monday through Friday, on-demand, next-day, to each location awarded to the Vendor. Locations may be added or deleted under Section 4.5.

| Center | Delivery Address | Telephone | Fax |
|---|---|---|---|
| La Victoria #1 | 420 S. Broadway, McAllen, Texas 78501-4902 | (956) 668-0020 | (956) 618-9887 |
| La Victoria #4 | 4121 E. Yandell Dr., El Paso, Texas 79903-5001 | (915) 562-3141 | (915) 562-2117 |
| La Victoria #5 | 560 N. Yarbrough Dr., El Paso, Texas 79915-3239 | (915) 593-8489 | (915) 593-3767 |
| La Victoria #6 | 6921 Delta Dr., Suite A, El Paso, Texas 79905-5509 | (915) 774-8844 | (915) 774-8812 |
| La Victoria #7 | 255 Padres Dr., El Paso, Texas 79907-6248 | (915) 790-2700 | (915) 790-1110 |
| La Victoria #8 | 10142 Dyer St., El Paso, Texas 79924-4246 | (915) 751-8539 | (915) 751-8541 |
| La Victoria #9 | 10920 Montana Ave., Bldg. A, El Paso, Texas 79936-1068 | (915) 591-6400 | (915) 591-6402 |
| La Victoria #10 | 6921 Delta Dr., Suite B, El Paso, Texas 79905-5509 | (915) 881-1770 | (915) 881-1710 |
| La Victoria #11 | 2700 George Dieter Dr., El Paso, Texas 79936 | (915) 633-8911 | (915) 633-8835 |

## EXHIBIT 3 — DOCUMENTS ON FILE BEFORE THE START DATE

J Ramco will confirm that the following are on file before the Start Date. Check each item when received.

| On file | Document | Source |
|---|---|---|
| ☐ | Signed Conflict of Interest Disclosure and Certification | RFP Attachment C |
| ☐ | Signed Debarment, Suspension, and Eligibility Certification (or TDA Form H2048 / SAM.gov printout) | RFP Attachment D |
| ☐ | Signed Certification Regarding Federal Lobbying, TDA Form H2049 (required at $100,000 or more) | RFP Attachment H |
| ☐ | Verification that the Vendor is not on the NDL or TEXSL | J Ramco record |
| ☐ | Certificate of general liability insurance and, if applicable, motor vehicle liability insurance | Article 9.4 |
| ☐ | Current health inspection report, if applicable | RFP Section 10 |
| ☐ | Federal EIN and Texas Sales and Use Tax Permit, if applicable | RFP Section 10 |
| ☐ | MWBE affirmative steps acknowledged on Proposal Form | RFP Attachment A |
| ☐ | Vendor’s accepted proposal and any accepted best and final offer | Section 2.1(c) |
| ☐ | Notice of Intent to Award posted; protest period ended; any protest decided | RFP Sections 11.3, 14 |