

**CITY AND COUNTY OF SAN FRANCISCO**

**FIRST AMENDMENT**

**CONTRACT ID: 1000017934**

THIS FIRST AMENDMENT (this “Amendment”) is made as of **May 18, 2021**, in San Francisco, California, by and between **SMG Food and Beverage LLC, 747 Howard Street, San Francisco, CA 94103** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its **Human Services Agency**.

**RECITALS**

WHEREAS, City and Contractor have previously entered into an agreement dated May 18, 2020 (the “Agreement”); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term and increase the contract amount; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications (“RFQ”) #885 issued on April 9, 2020, in which City selected Contractor; and

WHEREAS, the City’s Board of Supervisors approved this Amendment by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION];

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1      Modifications to the Agreement.**

1.      **Article 2.1.** Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **May 18, 2020** and continue through **May 17, 2021**, unless earlier terminated as otherwise provided herein.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on **May 18, 2020** and expire on **May 17, 2022**, unless earlier terminated as otherwise provided herein.

2.      **Article 3.3.1. Payment** of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a weekly basis for Services completed in the immediate preceding week, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million, Four Hundred Seventy Nine Thousand, and Eight Hundred Seventeen Dollars (\$9,479,817)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby superseded in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a weekly basis for Services completed in the immediate preceding week, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eighteen Million, Nine Hundred Fifty Nine Thousand, and Six Hundred Thirty Four Dollars (\$18,959,634)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix A.** Appendix A of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

4. **Appendix B.** Appendix B, Calculation of Charges of the Aforesaid Agreement displays the original total amount of \$9,479,817.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges which displays the budget as herein modified to \$18,959,634.

5. This Amendment shall be effective on and after the date of this Amendment.

6. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**SMG FOOD AND BEVERAGE LLC**

Approved by:

By: \_\_\_\_\_  
Trent Rhorer  
Executive Director  
Human Services Agency

By: \_\_\_\_\_  
Print Name: Murat Eskicioglu  
Title: Regional General Manager  
Address: 747 Howard Street  
City, State ZIP: San Francisco, CA 94103

Approved as to Form:

City Supplier ID: 0000010861

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
David Ries  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella,  
Acting Director of the Office of Contract  
Administration, and Purchaser

**SMG Food and Beverage LLC**  
**Feeding Services for Alternative Shelter Locations**  
**5/18/20-5/17/22**

**Appendix A-1**  
**Statement of Work**

- I. Purpose of Grant**
- a. To provide food and beverage services to individuals located at Alternative Shelter locations, including but not limited to: Shelter In Place (SIP), Isolation & Quarantine (I&Q), and Congregate sites in San Francisco in response to the COVID-19 pandemic.
- II. Target Population**
- a. Individuals or families who meet specific FEMA eligibility criteria that are temporarily housed in Alternative Shelter locations and experiencing food insecurity in San Francisco.
- III. Description of Services**
- a. Three (3) meals and beverages per day (breakfast, lunch, and dinner) plus one snack per day.
    - i. Menus should rotate to provide guests with a variety of meals throughout their stay.
    - ii. At a minimum dinner must be served hot; breakfast and lunch may be hot or cold/room temperature.
    - iii. The meals should be healthy, approachable, and reflect Dietary Guidelines for Americans (DGA) recommendations for adults, with special considerations to address the specific needs of the population being served; and CACFP nutritional guidelines for children.
  - b. Adult Breakfast meal can be served hot or cold and the meal should be comprised of the following components:
    - i. 2 oz.: protein
    - ii. 1 cup: starch or grain (i.e. 2 slices bread)
    - iii. 1 cup: vegetable/fruit
    - iv. 8-12 oz. beverage: 12 oz. water, 8 oz. 100% fruit juice (orange, apple, etc.), or 8 oz. milk for children
  - c. Adult Lunch may be hot or cold/room temperature and be comprised of the following components:
    - i. 4 oz.: protein
    - ii. 1 cup: starch or grain (i.e. 2 slices bread)
    - iii. 1 cup: vegetable/fruit
    - iv. 12 oz. beverage: bottled water or 8 oz. milk for children
    - v. 1 snack: (approximately 1/2/cup) (i.e. piece of fruit, granola bar, protein bar, etc.)
  - d. Adult Dinner meals must be served hot and be comprised of the following components:
    - i. 4 oz.: protein
    - ii. 1.5 cups starches or grains
    - iii. 1 cup vegetable/fruit
    - iv. 12 oz. beverage: bottled water or 8 oz. milk for children
- IV. Menu Restrictions and Requirements**
- a. Menu cannot contain nuts or shellfish
  - b. Meals must be prepared with low sodium ingredients
  - c. Menu should reflect the guests' cultural cuisine (when feasible and with advanced notice)
  - d. Meals must meet the specific dietary needs of guests at each site accommodation options must be met:
    - i. Mechanical Soft- soft foods that meet dietary guidelines and are easy to chew

- ii. Diabetic Friendly- refer to diabetic menu pattern guidance for details
- iii. Vegetarian (Lacto-Ovo)- meals include dairy and eggs as non-meat proteins in addition to the plant based proteins listed in the Vegan meals below.
  - 1. Vegetarian protein substitution suggestions: cheese, yogurt, cottage cheese, milk, eggs.
- iv. Vegan- meals must meet protein guidelines through non-animal protein substitutions.(see Vegetarian/Vegan meal guidance for additional information)
  - 1. Vegan protein substitution suggestions: peanut/other nut butters; beans (black, pinto, garbanzo, kidney, white, etc.); bean spreads (hummus); lentils; peas (black eyed, split); Tofu and other soy products.
- v. Guest's food allergies
- vi. Other: Specific dietary needs of guests as prescribed by a physician or registered dietician.

**V. Packaging Requirements:**

- a. Individually wrapped/boxed meals in eco-friendly containers.
  - i. Alternative options for packaging must be approved prior to implementation.
- b. Compostable utensils/napkins
- c. Individual boxes/bags that contain meals with accommodations are labeled with the room number.

**VI. Meal Ordering & Delivery Protocols:**

- a. COVID-19 Alternative Shelter Food Coordination Lead or CCC designee will inform the caterer of the number of meals needed per site in SharePoint based on the current amount of guests in RTZ.
  - i. Grantee confirms requested changes in SharePoint and implements accordingly.
    - 1. Grantee must inform Alternative Shelter Food Coordination Lead if changes are unable to be made as requested.
  - ii. Changes to meal counts, including decreases will be provided by 12:00pm for the following day for Shelter in Place (SIP), Isolation & Quarantine (I&Q), and Congregate locations.
    - 1. If feasible, changes outside of the set time will be made by the grantee to ensure all guests are fed.
  - iii. Higher volume decreases (10+ meals or mutually agreed upon %) will be communicated to the vendor with as much notice as possible and no less than 24 hours'.
    - 1. Site ramp-down/demobilization will be communicated with no less than one weeks' notice.
  - iv. Meal accommodations should be implemented as soon as possible and be verified in SharePoint by the grantee.
  - v. Frozen meal orders will be placed by Alternative Food Coordination Lead or CCC designee on an as needed basis and should be delivered in approximately 48 hours.
- b. Meals should be delivered during the specified delivery window to the designated area at each site and be contactless with onsite staff and/or guests.
  - i. Vendor should provide a cover page with each delivery indicating total meals and rooms with special meal accommodations for the onsite staff to review and signature accepting the delivery.
  - ii. Vendor will not be expected to serve or deliver meals to individual rooms/beds.

**VII. Location & Time of Services**

- a. Deliver three meals, beverages, and daily snack to the designated location(s) in San Francisco daily during the following meal delivery windows:
  - i. Breakfast 6:30-7:30am, Lunch 11:00am-12:00pm, Dinner 5:00pm-6:00pm.

## **VIII. Service Objectives**

- a. On an annual basis Grantee will meet the following service objectives:
  - i. Ensure high quality meals are delivered within the designated delivery windows
  - ii. Maintain safe food handling procedures and health and safety conditions
  - iii. Meet special dietary needs of guests (as needed)
  - iv. Meals should be recognizable/approachable to guests
  - v. Menus should rotate on a weekly basis and should not repeat menu for a minimum of 3 weeks to provide variety to guests.
    1. Quarterly or bi-annual changes to the menus in the rotation may be necessary to as a result of feedback from the quarterly guest meal satisfaction surveys to ensure guest have a wide variety of meals.
  - vi. Menus need to be submitted 1 week prior to service for review and approval
    1. Document any changes/substitutions from submitted menu.

## **IX. Outcome Objectives**

- a. Guest's quarterly feedback surveys indicate that 90% are satisfied (3 or higher) with the meals portion size, quality, accessibility, and ability to meet guest's specific dietary needs.
- b. Based on ongoing feedback from guest's grantee is able to make adjustments that address issues and improve services.

## **X. Reporting Requirements**

- a. Grantee will reconcile the number of meals for breakfast, lunch, and dinner weekly with Alternative Food Coordination Lead or CCC designee.
- b. Grantee will provide monthly reports of meals served by location and all associated costs.
- c. Grantee will provide Ad Hoc reports as required by the Department.

**SMG Food and Beverage LLC**  
**Feeding Services for Alternative Shelter Locations**  
**5/18/20-5/17/22**

**Appendix B-1**  
**Calculation of Charges**

- I. Contractor shall submit invoices on a monthly basis. Invoices shall document the number of meals provided as outlined in Appendix A-1, and any additional work performed under the scope of this contract.
- II. Invoice Payments: Compensation shall be based on actual guests/meals served. Invoice amounts should not exceed \$33.73 per person/per day for up to 700 clients per day. Due to daily shifts in guest counts the contractor must invoice for the actual meals served daily based on the following per meal rates: Breakfast = \$10, Lunch = \$11, Dinner = \$10.

Term	Number of People (per day)	Number of Days	Meal Rate (tax included)	Total	Contingency	Not to Exceed
5/18/20-5/17/21	700	365	\$33.73	\$8,618,015	\$861,802	\$9,479,817
5/18/21-5/17/22	700	365	\$33.73	\$8,618,015	\$861,802	\$9,479,817
<b>Total</b>				<b>\$17,236,030</b>	<b>\$1,723,604</b>	<b>\$18,959,634</b>

- III. The total contract amount is \$17,236,030 plus a contingent amount of \$1,723,604 for a total amount not to exceed \$18,959,634 for the term 5/18/20-5/17/22.
- IV. Invoices submitted for payment will include status reports detailing the executed work, location, number of meals provided, and type of meal (if applicable). Program Manager verification and approval of the work detailed in the status reports and the invoices is required for payment.
- V. A final closing invoice, clearly marked "FINAL," shall be submitted no later than thirty (30) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. City's final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.