

Request for Proposal

Food Contract Specifications

Section I. Background

Elder Care of Alachua County (to be referred to in this document as the Purchaser), is a non-profit corporation providing nutrition services to older persons in the service area known as Alachua County. The program is funded through Title III-C-1 and III-C-2 of the Older Americans Act of 1965, as amended, and the Community Care for the Elderly Program, The HomeCare for the Elderly Program and other community funds. Nutrition services include the provision of congregate meals as well as home delivered meals.

Section II. Scope of Work

The above agency is desirous of purchasing approximately 67,000 meals to be served annually to persons 60+ as a hot, noontime meal, Monday-Friday; or as frozen or shelf stable meals on the weekends and evenings.

Time Frame

The contract will be awarded for a twelve (12) month period beginning January 1, 2019, and ending December 31, 2019, with the option of Elder Care of Alachua County to renew the contract, without further bid, for up to five (5) additional years. The contract will remain in force until December 31 for 2019 and each renewal year thereafter, or until the total funds payable are expended, whichever event occurs first.

Service

The Caterer will deliver to on a daily or weekly basis to Alachua County locations, Monday-Friday based upon the sites, quantities and home delivered meal routes listed in **Attachments A, B & C**. These quantities are estimates, and additional meals may be requested should funds become available.

The Caterer may be required to supply meals to additional delivery sites during the contract period. In addition, if necessary, existing sites may be relocated, or days of operation changed during the year.

Delivery System

Meals are to be served five (5) days per week, Monday-Friday, with the holiday schedule being the only adjustment (**see Attachment D**). Flexibility should be given to provide a "holiday" meal during the Holiday season as requested by the Nutrition Program staff. Meals are served around the noon hour at congregate locations and between 10:30 AM and 2:30 PM for home delivered meals.

Menu Development

Menus must be developed to comply with the Dietary Guidelines for Americans and provide 1/3 daily DRI (Daily Recommended Intake) for moderately active female individuals 70 years or older as established by the Food and Nutrition Board of the National Academy of Sciences.

Purchaser provides meals that are subject to regulations of the Adult Care Food Program (referred to as ACFP hereafter). Currently, roughly 4,200 meals of the previously listed total are subject to this additional regulation as outlined in "A Child and Adult Care Food Program Handbook"; Part 4. Meal Service (**see Attachment E**). Caterer shall prepare additional menu that complies with the regulations of that program at the same frequency as noted throughout the remainder of this RFP.

The Caterer should prepare the menus for hot meals three times yearly, or other frequency agreed upon by both parties, with direct input and planning given by the nutrition staffs of the Purchaser. A menu review meeting will take place between the Caterer and the nutrition staffs of the Purchaser to allow for changes and for conditional approval of the menus. Conditionally approved menus shall be provided to the purchaser for registered dietician review and sign-off six weeks prior to implementation. A nutritional analysis of all approved menus will be provided at this time as well. The Caterer must be flexible in the preparation of menus. The Purchaser will have the authority to discontinue the use of a particular product for any reason.

All menus must be created, reviewed and approved by a registered dietician who will be employed by the Caterer. The cost of the dietician should be adjusted accordingly in the bid. Purchaser-registered dietician as noted above will then approve menus.

The Caterer will give the Purchaser at least 24 hours notice of menu substitutions. Written documentation must follow within one week of the substitution (including menu analysis). The Nutrition staffs of the Purchaser have the right to approve or disapprove any substitutions. Substitutions must be of the same food group and quality. Substitutions will be made on a limited basis and high frequency of substitutions may be grounds for termination of a contract.

Please see **Attachment F** for the menu specifications including food purchasing and preparation standards required by the Department of Elder Affairs.

Recipes must be approved by a Florida Licensed Dietician, six weeks prior to use and checked for proper nutrient values with a written analysis required for all meals.

Modified diets (diabetic, low sodium, low fat, texture modified) where feasible and appropriate, shall be provided for meeting the particular dietary needs arising from health requirements of participants. The Purchaser Nutrition staffs will assure that a current physician's written diet order is on file for the client consuming any modified diets.

It is understood that all rules and regulations, nutrition standards, and meal patterns shall apply to the shelf stable meals. Shelf stable meals are purchased for emergency meal use or as daily use by some clients who prefer to use shelf stable rather than frozen or hot delivered meals.

Boxes or bags will be used for packaging shelf stable meals. Boxes or bags should be of sturdy quality, prohibiting liquid absorption, and easy to open. Powdered or shelf stable milk shall be provided with these meals.

Meal Preparation

Preparation methods must be such as to preserve and or enhance nutrient value and meal acceptability. Delivery of prepared food shall be provided to assure that existing sanitation and temperature regulations are met (**See Attachment F, page 4-145**). The Caterer must limit the amount of time meals must spend in transit before they are consumed.

Packaging for Home Delivered Meals

1. Home Delivered Meals will be packaged in disposable, three compartment heavy gauge aluminum or plastic trays with an appropriate lid or seal, and at a depth to prevent spilling and mixing. Samples of the trays and sealants must be supplied with the proposal.

Frozen meals shall be dated and clearly labeled. Instructions for storage and cooking shall be provided in large print. If milk is received frozen, the container must have an expiration date; and the milk must be received and scheduled to be consumed prior to the expiration date.

2. Margarine pats (one teaspoon each) will be individually packaged along with the bread item in sealed plastic wrap.
3. Milk and juices will be packaged in individual serving cups or cartons.
4. Fruits, gelatins, and puddings will be pre-cupped in individual servings in heavy-duty plastic containers with heat-sealed foil lids. Baked desserts will be pre-portioned and individually packaged in sealed plastic wrap.
5. Salt and pepper will be provided in individual packets. Condiments in individual packets will be supplied, if appropriate, i.e., mustard, ketchup, grated cheese.

Temperature Retention

Exact temperature and delivery requirements will differ dependent on the type of meal provided by the Caterer. If the caterer is transporting the meals and/or arranging for the delivery of meals to multiple sites and/or clients, they will be required to maintain an adequate number of vehicles and employees to effectively deliver the meals. Providing this service should be reflected in the meal cost.

Emergency Procedures

The caterer must develop an emergency procedure for delivering food in the case of vehicle breakdowns. The procedure must be filed with the Purchaser. The Caterer will arrange for reimbursement to the Purchaser for the replacement of meals and/or components of meals not delivered, for any reason.

The Caterer will develop procedures for meal delivery in the event of natural disasters (i.e., tornadoes, blizzards, floods, etc). These procedures must include the procurement and delivery of shelf stable meals to the affected nutrition sites and/or home delivery clients. Shelf stable meals that are replacements will be reimbursed at the same rate as regular congregate meals.

Equipment/Supplies

The Caterer shall provide all equipment and supplies needed to store, prepare, serve and deliver the meal as needed to run the nutrition program per agreed standards. Equipment or supplies needed includes, but is not limited to the following:

- Equipment, at each site, that will heat and maintain foods at proper temperatures, where applicable.
- Cambros, coolers, warming units, frozen trucks, etc. for maintaining temperature of food during holding and delivery.
- Vehicles to deliver meals from Caterer to sites and home delivery meal participants distribution points.
- Miscellaneous supplies such as sanitizer, garbage bags, paper towels, etc. (**See Attachment G**) needed to properly run and maintain the nutrition program.

The Caterer will be responsible for maintaining equipment in good working order. Equipment deemed to be damaged and not meeting sanitary requirements will be replaced at the owner's expense. Periodic inspections of the Caterer's equipment by the Purchaser's Nutrition staffs will be made.

Special Events

The Caterer will be asked to provide and deliver meals for special events. These events may include annual meetings, box lunches, *the Purchaser* sponsored events, parties, staff retreats, etc. The cost of these meals will be negotiable and not to be included in the unit price for this specific contract. The *Purchaser'* staff and the *Caterer* will determine menus for these events.

Section III. Billing

Invoices will be submitted to the Purchaser's representative. Invoicing deadlines and dates will be provided at the onset of the contract.

Reimbursement/Credit Procedures

In the event that the Caterer delivers portions of the meal that are inedible or fail to meet the specifications listed in this document, of which the Purchaser will be the sole judge, the following procedures will be followed:

1. The delivery site will notify the Caterer of items failing to meet specifications.
2. The Caterer will replace, or provide reimbursement for purchased replacements, all items failing to meet specifications.
3. If the Caterer fails to replace items, the unit cost of the entire meal not meeting specifications will be deducted from the Caterer's invoice for payment.

Management and Supportive Personnel

The Caterer will have management personnel with knowledge of the nutritional needs of the elderly. The manager and/or supportive staff will be available, upon request, to provide training to site managers and to visit meals sites to assess food service problems.

Insurance

The Caterer's Liability Insurance: The Caterer will purchase and maintain during the life of the contract, insurance that will provide protection from claims under Workman's Compensation Acts and from claims due to damage to property not in the Caterer's care, custody or control which may arise from and during operation of the contract, whether such operations be by the Caterer or any subcontractor or by anyone directly or indirectly employed by either in connection with the work.

1. The Caterer will procure and carry Public Liability Insurance covering products by the Caterer and served to any and all participants and/or guests, insuring the Caterer and the Purchaser

against injury to person or persons including death in the sum not less than \$100,000/\$300,000 covering any incident or accident.

2. Workmen's Compensation Insurance: The Caterer will provide and maintain Workmen's Compensation Insurance to provide protection from claims under Worker's Compensation Laws in connection with all operations in the performance of the contract, and shall comply with Workmen's Compensation Laws of the State of Florida.
3. The Caterer will provide evidence (prior to executing the Contract), that the insurance specified and required to be carried by the Caterer under these articles and/or elsewhere in and by the Contract Documents by filing with the Purchaser certified copies of the original policies thereof or standard form of certificate that said insurance shall not be lapsed, cancelled or reduced during the period of work covered thereby prior to first having given the Purchaser ten (10) days notice in writing of intentions to lapse, cancel, or reduce same.
4. Attention is called to the fact that all insurance companies will be authorized to do business in the State of Florida.
5. The Caterer will maintain the before mentioned insurance in full force and effect until receipt by the Caterer of final acceptance of the work by the Purchaser.
6. The Caterer shall furnish a certificate of insurance naming the Purchaser, as an insured third party on all policies.
7. Bidders must provide documentation of having liability insurance according to the following standards:

Automotive Liability:

\$500,000 personal injury per incident

\$500,000 property damage per incident

Product Liability:

\$300,000 Limit

Umbrella

Policy:

\$1,000,000

Termination

1. Termination at Will - the contract may be terminated by either party upon no less than thirty (30) days notice, without cause; notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds - It is further agreed that in the event funds to finance the total or any part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than thirty (30) calendar days notice in writing to the other party. Said notice will be delivered by certified mail, telegram or in person. The Department of Elder Affairs will be the final authority as to the availability of Federal and/or State funds.
3. Termination for Breach - Unless a breach is excused, either party may, by written notice or breach to the other party, terminate the whole or any part of the contract in any of the following circumstances:
 - a. If the Caterer fails to provide services in the manner specified in the bid specifications of the contract within the time specified herein; or
 - b. If the Caterer fails to perform any of the other provisions of the contract.
 - c. If the Purchaser fails to accept a meal or meals or other food duly ordered, and delivered in the condition and the terms specified by the contract.

Termination will be upon no less than twenty four (24) hours notice in writing delivered by certified mail, telegram, or in person. Both parties will continue the performance of the agreement to the extent not terminated under the provisions of this clause. Waivers of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.

Section IV. Federal and State Regulations

State Licensing Standards

1. To conform to and comply with the requirements of Title III-C of the Older Americans Act of 1965, as amended; Title 45, Code of Federal Regulations, Chapter 13, Part 1321 and all amendments thereto; and, any relevant regulations of the State of Florida, or the Department of Elder Affairs.
2. To comply with all applicable accredited standards and any other standards or criteria established by the Department of Elder Affairs to assure quality of service.
3. To comply with all Federal, State and local laws and regulations governing the preparing, handling, and transporting of food; to procure and keep in effect all necessary licenses, permits, and food handlers' cards as necessary.

Audit and Records

- 1 To maintain financial records and reports relating to funds paid under the contract; and submit reports to the purchaser.
2. All records of the Caterer bearing upon purchase, storage, food preparation and transportation directly related to the meals or other food delivered under this agreement including records of receipts, storage, and use of Government-donated commodities, shall be made available to the Purchaser or its authorized representative upon request.
3. The Purchaser and other authorized representative, State Examiner or Public Accountant, and the auditors of the Department of Elder Affairs and the U.S. General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place.

Retention of Records

1. To retain all books, records, accounting records and other documents relative to this agreement for a period of five years after the date of submission of the final quarterly report of accountability for the budget year, and being cleared or resolved to the satisfaction of the Department of Elder Affairs and the Federal Government.

2. Records for non-expendable property acquired with Federal funds shall be retained for three years after its final disposition.
3. Federal auditors, the Secretary and the Comptroller General of the United States, the Department of Elder Affairs and any persons duly authorized by the Department shall have full access to, and the right to examine any said materials during said period.

Monitoring

1. To permit the Purchaser(s), Elder Options, the Department of Elder Affairs and Federal, State and County, personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal governments and to audit and review all records required to be maintained.
2. Such monitoring shall consist of, but not be limited to, the inspection at any time of the Caterer's food preparation, packaging and storage areas, and the food containers and automotive vehicles used in transporting prepared meals and other food to the project sites to determine the adequacy of the Caterer's food handling, cleaning, sanitation and maintenance practices.

Indemnification

That Caterer shall act as an independent contractor and not as employee of the Purchaser in operating the aforementioned services. The Caterer shall be liable, and agrees to be liable for and shall indemnify, defend, and hold the Purchaser and the Department of Elder Affairs harmless, for all claims, suits, judgments or damages arising from the operation of the aforementioned services during the course of the Agreement.

The Caterer and the Purchaser, mutually agree that neither party shall be held responsible to the other for any losses resulting from its delay to perform to the extent that the said party is delayed or prevented by Federal, State, or Municipal action; war, revolution, riot, or other disaster; strike forgoing by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether or not the class of causes herein before enumerated.

Section V. Content of Proposal

1. Financial statement of the Caterer reflecting the capabilities to sustain operations for the contract period.
2. Method of assurance of quality.
3. Plan for contingencies (breakdown of transportation equipment or food storage/heating equipment).
4. Location of the Caterer's current food preparation sites.
5. Description of the Caterer's delivery/food transporting equipment and food storage and heating equipment as to types and physical description.
6. A description of current relevant food management staff, including copies of all licenses and/or certifications as applicable. .
7. A sample menu cycle including portion information.
8. A sample of the three-compartment tray and sealant to be used for the delivery of frozen home delivered meals.
9. A list of the choices when the client requests shelf stable meals.
10. Submission of one fixed cost per meal based upon frozen home delivered, pre-plated hot, bulk hot, and shelf stable meals. Costs of consumable supplies are to be included in the cost per meal Bid. Bidders are required to submit a completed copy of **Attachment H** specifying the cost breakdown. This document may be reproduced in excel or other format, but must include at minimum all line items contained in original attachment.
11. Plan for distribution of food in the event of a disaster, which would affect the Caterer's facilities.

Section VI. Selection Process and Event Timeline

EVENT	DATE	TIME
Issue Invitation to Bid	November 17, 2018	
Deadline for Written Inquiry	November 28, 2018	5:00 PM
Final Addendum Posted	November 28, 2018	5:00 PM
Deadline for letter of Intent	December 3, 2018	5:00 PM
Bid Due Date and Time*	December 14, 2018	4:00 PM
Public Opening Date and Time*	December 14, 2018	4:30 PM
Approval and Award*	December 18, 2018	9:00 AM

*ONLY APPLICABLE IF MULTIPLE ACCEPTABLE LETTERS OF INTENT ARE RECEIVED.

Letters of Intent:

A letter of intent indicating desire to provide services as described for this Request for Proposal shall be received by the ElderCare office no later than close of business December 3, 2018

At minimum, the Letter of Intent will include the name of company, location of kitchen(s) supplying meals and certifications that vendor is capable of supplying all meal types contained in the request in the quantities given.

In the event less than two Notices of Intent are received, per Ch. 287, F.S., the Purchaser will institute the Exceptional Purchase provisions for a single source contract. In this case, no response to the RFP is needed, and the Purchaser will proceed under the single source provisions of Sec. 287.057, F.S.

Any entity who protests the intended decision pertaining to the Exceptional Purchase, shall be required to post, at the time of filing a formal written protest, a bond in the amount equal to one percent of the estimated contract amount, pursuant to Sec. 287.042, F.S.

Submission of questions:

Deadline for submission of written inquiries or requests for clarifying information on the RFP are close of business November 28, 2018. Only written requests will be accepted. No verbal, telephonic, electronic, or facsimile requests will be accepted. All inquiries must be addressed to the Contact Person identified in this RFP and either sent via Certified Mail – Return Receipt Requested or delivered in person to the Eldercare office.

Answers to inquiries/questions or changes to RFP will be available as an addendum document. Addendum documents will be posted on our website as needed by 5 PM November 20, 5 PM November 26 and a final addendum on November 28 by 5 PM. A signed copy of all addendum items posted should be included with final RFP proposal submission.

Public Opening of Bids

Sealed bids shall be opened and read aloud publicly on December 14 at 4:30 PM. The public opening shall be held at the ElderCare office located at 5701 NW 34th Street, Gainesville, Florida 32653.

Any person requiring reasonable accommodations at this meeting because of a disability or physical impairment should contact ElderCare at the address listed below or by calling (352) 265-9040 at least two days before the meeting.

Submission of Bids

Sealed Bids are to be submitted on or before December 14 at 4:00 PM to:

Jeffrey Lee, Manager, Program Operations
ElderCare of Alachua County, Inc.
5701 NW 34th Street
Gainesville, FL 32653

Bids are required to be submitted by US Mail, Courier Service or Personal Delivery. **Bids submitted via facsimile or E-Mail will be rejected.**

Should the bid be delivered in person, it will be delivered to the reception desk at the address noted above. The Receptionist will ensure the Bid is logged and stamped with the appropriate date and time of delivery. A receipt can be provided to the delivery person if requested.

Bidders are to submit **one (1) original and two (2) copies** of their bid. **The outside of the mailing package or envelope must be marked with the following information:**

1. **The words “BID ENCLOSED”**
2. **“ECAC Nutrition Services 2019”**
3. **Your Companies Name**

If the package or envelope is not properly marked and is opened in error, the bid will be rejected.

Timeliness of Bid Submittal

ElderCare of Alachua County assumes no liability for Bids received after the due date and time, or at any location other than specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Bids received after the due date and time will be returned unopened, and will not be considered for selection.**

The Executive Director, and Manager of Program Operations, or their authorized representative, from Elder Care of Alachua County will act as the Selection Committee to evaluate all proposals.

Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the timeline may be subject to change. It is the responsibility of the bidder to check for any changes. All changes to the timeline will be made through an addendum to this invitation to bid.

The criteria listed in **Attachment 1** will be used to evaluate all proposals.

Section VII. Appeal Procedures

1. Persons submitting proposals may appeal the decision of the Selection Committee.
2. Complaints must be submitted in writing to the agency Executive Director:

Anthony Clarizio, Executive Director
5701 NW 34th Street Gainesville, FL
32653
3. The appeal must be received within five (5) calendar days after the proposal award.
4. The Executive Director will review the appeal and give a written answer to the appeal within fifteen (15) calendar days from receipt of appeal.
5. The decision of the Executive Director shall be final.