

## REQUEST FOR PROPOSAL

### FOOD CONTRACT SPECIFICATIONS

#### I. Background

Marion Senior Services, to be referred to as the “Purchaser”, is a non-profit agency providing nutrition services to older persons in the services area known as Marion County. The program is funded through Title IIIC-1 and Title IIIC-2 of the Older Americans Act of 1965, as amended, as the Community Care for the Elderly Program, the Home Care for the Elderly Program and other community funds. Nutrition services include the provision of congregate meals and home delivered meals.

#### II. Scope of Work

The Purchaser desires to purchase approximately 118,000 meals to be served annually to persons 60+ as a hot, noonday meal, Monday-Friday; or as frozen or shelf stable meals on the weekends and evening.

- a. Time Frame: The contract will be awarded for a (1) year (8) month period beginning April 1, 2019 and ending December 31, 2020, with the option of the Purchaser to renew the contract, without further bid, for up to four (4) additional years. The contract will remain in force until December 31, 2020 and each renewal year thereafter, or until the total funds payable are expended, whichever event occurs first.
- b. Service: The caterer will deliver on a daily or weekly basis to Marion 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 and/or days of operation changed during the contract period.

- c. 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 noon hour at congregate locations and between 10:30 AM and 2:30 PM for home delivered meals.
- d. Menu Development: Menus must be developed to comply with the Dietary Guidelines for Americans and provide 1/3 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.

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 nutrition staff of the Purchaser. All menus must be created and reviewed by the caterer's registered dietician. The cost of the dietician should be adjusted accordingly in the bid. Purchaser's registered dietician will then approve menus. A menu review meeting will take place between the Caterer and the nutrition staff 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 approval 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.

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 staff of the Purchaser have the right to approve or disapprove any substitutions. Substitutions must be of the same food group and nutritional value. Substitutions will be made on a limited basis and high frequency of substitutions may be grounds for termination of a contract.

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

The menus and nutrient analysis 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.

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.

- e. Meal Preparation: Preparation methods must be such as to preserve and 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 of Home Delivered Meals:

- a. Home Delivered Meals will be packaged in disposable, compartmentalized, impermeable tray with an appropriate lid on 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.

- b. Milk and juices will be packaged in individual serving cups or cartons with expiration date clearly visible on cups and cartons.
  - c. 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.
  - d. Salt and pepper will be provided in individual packets, coffee, tea, cream and sugar. Condiments in individual packets will be supplied, if appropriate, ie., margarine, mustard, grated cheese.
- f. 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. Food transport equipment will be maintained in good condition and capable of maintaining hot food temperature at 140 degrees Fahrenheit or higher, cold food temperature at 41 degrees Fahrenheit or lower and frozen food at 20 degrees Fahrenheit or lower. Providing this service should be reflected in the meal cost.

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.

- g. 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:
- a. Equipment, at each site, that will heat and maintain foods at proper temperatures, where applicable.
  - b. Cambros, cooler, warming units, refrigerated trucks, etc. for maintaining temperature of food during holding and delivery.
  - c. Vehicles to deliver meals from Caterer to sites and home delivery meals distribution points.

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.

### III. Billing

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

- a. Reimbursement/Credit Procedure: 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-
  - a. The delivery site will notify the Caterer of items failing to meet specifications.
  - b. The Caterer will replace, or provide reimbursement for purchased replacements, for all items failing to meet specifications.
  - c. If the Caterer fails to replace items, the unit cost of the entire meal not meeting specifications will be deducted from the Caterers invoice for payment.
  
- b. 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 meal sites to assess food service problems.
  
- c. Insurance: The Caterer will purchase and maintain liability insurance during the life of the contract. The liability insurance 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.
  - a. The Caterer will procure and carry Public Liability Insurance covering products prepared 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.
  - b. Workmen's Compensation Insurance – The Caterer will provide and maintain Workmen's 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.
  - c. 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.

- d. Attention is called to the fact that all insurance companies will be authorized to do business in the State of Florida.
- e. 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.
- f. The Caterer shall furnish a certificate of insurance naming the Purchaser, as an insured third party on all policies.
- g. 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

#### IV. Termination

- a. Termination at Will: the contract may be terminated by either party upon no less than thirty (30) day notice, without cause; notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination Due to 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, or in person. The Department of Elder Affairs will be the final authority as to the availability of Federal and/or State funds.
- c. 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 –
  - 1. If the Caterer fails to provide services in the manner specified in the bid specifications of the contract within the time specified herein; or
  - 2. If the Caterer fails to perform any of the other provisions of the contract
  - 3. 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, 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.

V. Federal and State Regulations

a. State and Licensing Standards

1. To conform to and comply with the requirements of the 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.

b. Audit and Records

1. To maintain financial records and reports relating to funds paid under the contract; and submit reports to the purchaser.
2. To notify the purchaser of any sanitation inspections within 24 hours and provide a copy of the report.
3. 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.
4. 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.

c. 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.

d. Monitoring

1. To permit the Purchaser, 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 limited to, the inspection at any time of the Caterer's food preparation, packaging and storage areas, the food containers any and all 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.

e. 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, judgements 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 or strike; 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.

VI. 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 or 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 compartment tray and sealant to be used for the delivery of frozen home delivered meals.
9. A list of choices for 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 E 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.

VII. Selection Process and Event

Event	Date	Time
Issue Invitation to Bid	February 9, 2019	
Deadline for Written Inquiry	February 22, 2019	5:00 PM
Final Addendum Posted	February 22, 2019	5:00 PM
Deadline for Letter of Intent	February 26, 2019	5:00 PM
Bid Due Date and Time	March 7, 2019	4:00 PM
Public Opening Date and Time	March 7, 2019	4:30 PM
Approval and Award	March 18, 2019	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 Purchaser’s office no later than close of business February 26, 2019.

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 provision 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 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 February 22, 2019. Only written requests will be accepted by email to [cjackson@marionseniorservices.org](mailto:cjackson@marionseniorservices.org) the Contact Person. No verbal 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 Marion Senior Services office.

Answers to inquiries/questions or changes to RFP will be available as an addendum document. Addendum documents will be emailed to all interested parties as needed by 5 PM on February 13, 2019, 5 PM February 20, 2019 and final addendum on February 22, 2019 by 5:00 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 March 7, 2019 at 4:30 PM. The public opening shall be held at the Marion Senior Services office located 1101 SW 20<sup>th</sup> Court, Ocala, Florida 34471.

Any person requiring reasonable accommodations at this meeting because of a disability or physical impairment should contact Marion Senior Services at the address listed below or by calling (352) 620-3501 at least two days before the meeting.

**Submission of Bids:**

Sealed Bids are to be submitted on or before March 7, 2019 at 4:00 PM to:  
Cassandra Jackson, Community Care Director  
Marion Senior Services, Inc.  
1101 SW 20<sup>th</sup> Court  
Ocala, FL 34471

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 the delivery person if requested. The Contact Person reserves the right to accept bid packages after the time requested based on extenuating circumstances.

Bidder must 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. "MSS Nutrition Services 2019"
3. Your Company's Name

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

**Timeliness of Bid Submittal:**

Marion Senior Services 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 and mishandling. Bids received after the due date and time will be returned unopened, and will not be considered for selection.

The Executive Director and Community Care Director, or their authorized representative, from Marion Senior Services 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 G will be used to evaluate all proposals.

## VIII. 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:

Jennifer Martinez, Executive Director  
1101 SW 20<sup>th</sup> Court  
Ocala, FL 34471  
[jmartinez@marionseniorservices.org](mailto:jmartinez@marionseniorservices.org)

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.