



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

8919 GOVERNMENT DRIVE

NEW PORT RICHEY, FLORIDA 34654

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

pascocountyfl.net

INVITATION FOR BIDS

BID NO. 08-020D

FOOD SERVICE

ANNUAL AWARD

SUMMARY OF WORK

It is the intent of these specifications to establish an annual award for the Pasco County Elderly Nutrition Program Division's Meals on Wheels Program.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on December 21, 2007, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original bid form.

Insurance coverage is required for this project; please refer to the Special Provisions.

Bid, performance, or payment surety is required for this project; please refer to the Special Provisions.

Please immediately advise of address changes or if you wish to have your firm removed from the vendor list. Vendors receiving this notice must submit either a bid/proposal or "NO BID" to remain on our vendor list for the specified commodity or service. A "NO BID" is provided on Page 2 for your convenience.

This cover is only intended to inform vendors of a pending Invitation for Bid or Request for Proposal. For complete details, please refer to the complete bid/proposal package.

Bid documents may be downloaded by visiting www.PascoCountyFL.net or by requesting copies from the Purchasing Department at no cost. Pasco County is not responsible for expenses incurred prior to award by the Board of County Commissioners (BCC).

Dawn D'Ascoli
Buyer



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 08-020D for the following reason(s):

Please check all that apply.

1. Opening date does not allow sufficient time to complete bid response.
2. We do not offer the commodities or services requested.
3. Our schedule would not permit us to perform.
4. We are unable to meet the issued specification.
5. Specifications are restrictive (please explain below).
6. We are unable to meet the surety requirements.
7. Other: _____

Explanations: _____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed. ID No.: _____

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions of the bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the bid document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; facsimile (fax) machine number (727) 847-8065. Bidders are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for bid opening.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Bid award, in addition to the above stated, will be based on compliance with the specified requirements as well as the "total-cost" or "life-cycle costing" concept, including the following: 1) Cost: A cost analysis will be conducted and will include all identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment. The analysis will be based upon the bidder's proposal data and other costs which, in the judgment of the evaluators, will be incurred by Pasco County resulting from acceptance of the bidder's proposal; 2) Equipment: Evaluation of equipment will be based on compliance with the specifications, expected life of equipment, output, maintenance, consumption, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of the specified item; and 3) Bidder's Reputation and Experience: Evaluation of the bidder's reputation, past performance, and experience shall be based on the nature and extent of company data furnished, references and financial responsibility of the bidder. Pasco County reserves the right to award by lowest total, whichever is deemed to be in Pasco County's best interest.

BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation thereof to the Purchasing Director. The bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by Pasco County no later than ten (10) calendar days prior to the bid opening date. The letter from the bidder shall state clearly, and in detail, the basis for such concern(s) or request(s). The letter shall be addressed to the Purchasing Director, and marked "PREBID QUESTION" on the face of the envelope. The Purchasing Director will respond in writing. An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. All such addenda shall become part of the contract documents. Pasco County shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BIDDERS' LIST

Failure to submit a bid for the item(s) specified will result in removal from the bidders' list for such (an) item(s). If a bid is not submitted, a "NO BID" response must be submitted to remain on the Pasco County's bidders' list for such items. A form for submitting a "NO BID" is provided on Page 2 for your convenience.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The BCC reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The BCC has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to the BCC receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Jed Pittman, Clerk of the Circuit

Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after BCC approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after BCC approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act).

PROCUREMENT REGULATIONS

A copy of the Pasco County Procurement Ordinance is available for review at Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida.

PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be

required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results, plan holder lists, and related information may be retrieved from our website: www.PascoCountyFL.net. Click on "Bids," click on "closed solicitations," and look for the solicitation number in the appropriate year. Solicitation results will normally be available online within three (3) working days after opening. Lengthy tabulations may not be available online, but may be viewed in the Purchasing Department. Plan holder lists will normally be available two (2) weeks prior to opening. Plan holder lists will be posted once, based on the information at the time, and will not be updated. Tabulations will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Three Hundred Thousand and 00/100 Dollars (\$300,000.00) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence; and property damage of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), each occurrence. (Combined single limits of not less than Three Hundred Thousand and 00/100 Dollars [\$300,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad

Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County BCC shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

The contract unit prices shall remain firm for the first twelve (12) months of the contract. The unit prices for ensuing contract years shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U). The contract unit prices will be changed by Pasco County, upon written request of the vendor, in an amount no more than the percentage of movement of the CPI-U (Table A) for "All Items" (unadjusted) for the twelve (12) month period ending in the month of January. The contract unit price(s) changed as a result of these adjustments shall become effective on each respective anniversary of the contract or October 1, if the anniversary falls in November or December, and shall be binding on the contractor for each of the subsequent contract periods.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that

are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

SURETY REQUIRED

1. Bid Surety: A Bid Bond, cashier's check, or certified check, in the amount of five (5) percent of the amount of the bid, made payable to Pasco County shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a Performance Bond. The failure of the bidder to accept an award and file acceptable Performance and/or Payment Bonds within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to Pasco County as liquidated damages. Award may then be made to the next lowest, responsive, and responsible bidder. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida.
2. Performance Surety: A Performance Bond, in the amount of 100 percent of the bid, shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of a Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of the Florida Insurance Administrative Code, and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.
3. Payment Surety: A Payment Bond, in the amount of 100 percent of the bid, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with the contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of the Florida Insurance Administrative Code, and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.

4. Alternative Surety: A certified check for cash escrow deposit, in the face amount of the contract, such as a Personal Bond, Property Bond, or a bank or savings and loan association Letter of Credit may be tendered in lieu of a Bid, Payment, or Performance Bond subject to approval by Pasco County.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. various sites. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

END OF SPECIAL PROVISIONS

GENERAL SPECIFICATIONS

In addition to meeting all provisions and specifications including Appendices A and B, the following items shall be submitted by the Provider to the Purchaser as part of the Provider's bid:

- A letter from a bonding company certifying that it will furnish to the Provider a Performance Bond for the period indicated above in an amount equal to the bid (refer to Special Provisions, Surety Required).
- A statement specifying the amount of lead time that the Provider requires after being notified of the bid award to implement food service as specified.
- A statement indicating the exact location and condition of the proposed kitchen, storage, and other necessary facilities. A detailed kitchen plan showing kitchen layout and specifying all kitchen equipment and associated volume capacities including all freezer and refrigerator space.
- A signed lease or other formal document from a lessor or seller indicating that the Provider has an option to lease or purchase the proposed kitchen and storage facilities for the period of the proposed contract. The earliest time that the facility would be available for lease or purchase and whether or not the lessee, in the case of a lease arrangement, has the option to renew said lease and for what term.
- **Prospective bidders must notify the Purchaser formally (by certified letter, return receipt requested) of the location of the Provider kitchen facilities and equipment not later than December 7, 2007, and arrange for an on-site inspection of the kitchen facility and equipment by Purchaser personnel prior to submission of bids. No bid will be accepted from any firm not having a preinspected and approved (by the Purchaser) kitchen meeting the specifications enumerated in the bid specifications. Such facilities and equipment shall be subject to unannounced inspection.**
- In the case of the Provider owning the kitchen and storage facilities in question, formal documentation of such ownership shall be provided.
- A statement from the Provider indicating willingness to fully cooperate in a review of menus as determined necessary by the Purchaser and to make menu changes as required.
- A statement indicating that the Provider shall furnish appropriate holiday foods upon request and be responsive to the special needs of the target population being served, considering age and cultural factors.
- A statement indicating that the Provider shall meet all requirements of the Federal, State, and County governments, applicable to the Purchaser, as specified in Appendix B, and elsewhere.
- A statement indicating any other names with which the Provider presently, or in the past, has marketed its products or services.

- A description of the Provider's corporate structure, including the local management level.
- A statement enumerating the qualifications of the supervisors above the local management level.
- A statement explaining the extent to which the local supervisor has the authority to make local decisions and what procedures must be followed.
- A resume of the local supervisor, including experience, qualifications, and references. A job chart of the personnel to be employed and the number of people in each job classification.
- A certified profit and loss statement and balance sheet of the parent corporation as of the last fiscal year by a Certified Public Accountant.
- A financial statement of the major corporate investor by a Certified Public Accountant.
- A list of all other operations, how long they have been operating, and their gross business.
- A statement explaining fully the purchasing standards for food buying, which specifically describes standards and controls in excess of those required by the United States Department of Agriculture (USDA), qualifications of both the Food Buyer, and the Supervisor of the Food Buyer.
- A statement specifying the principal sources of food supply.
- A statement fully describing the quality and quantity control system with specific steps taken to fully inspect raw foods and processed foods for possible foreign objects.
- A copy of State of Florida Department of Health, Environmental Health Program Food Service Establishment License, with documentation as to the existence of a Certified Professional Food Manager on staff.
- A copy of the written sanitation program in use at the facility, which meets or exceeds the minimum requirements of State, Federal, municipal, or other agencies authorized to inspect or accredit food service operations.
- Several credit references, including local references and bank references.
- A comprehensive list of all customers served within the past five (5) years, including mailing addresses, telephone numbers, and contact person familiar with the services that were provided.
- A listing of problems encountered in the above operations. Were they resolved satisfactorily to your customer? How?
- Personal references of all principals.

- A nutritional analysis of each meal by a Registered Dietitian who holds membership in the American Dietetic Association (ADA), accompanied by standardized recipes verifying that each meal should provide a minimum of $33\frac{1}{3}$ percent of the Dietary Reference Intake (DRI)/Adequate Intake (AI) for males age 70+, as established by the Institute of Medicine of the National Academy of Sciences and with the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture and meeting the Department of Elder Affairs (DOEA) established standard meal pattern. All future reference to minimum DRI throughout these specifications is also to be considered to include the requirements for the Dietary Guidelines for Americans, as stated above.
- Standard volume recipes with ingredient list for bid menus in quantities required by bid specifications. The sample menus to be bid on by the Provider are provided by the Purchaser, see Appendix A.

Bids will be considered only from responsible organizations presently or recently engaged in the operation of food establishments comparable to those described in the specifications attached, and which have furnished good food under sanitary conditions, at reasonable prices.

BIDS WILL BE RATED ON THE FOLLOWING FACTORS:

FACTOR	IMPORTANCE FACTOR	RANGE: 1-5	POSSIBLE POINTS
A. Average meal cost at levels of output specified in bid specs.	5		25
B. Price increases for this vendor in other similar programs.	3		15
C. Location and accessibility of kitchen facility to the Purchaser's program.	5		25
D. Management teams, including the proposed manager and supervisor.	4		20
E. Organization, local level decision-making authority, and response history.	5		25
F. Ability to perform multiple operations from the same kitchen facility with no negative impact upon Provider's ability to meet Purchaser's schedules and quality standards.	4		20
G. Financial resources and stability.	4		20
H. Reputation and overall reliability in providing food service for Older Americans Act type programs with comparable specifications.	4		20
I. Sanitation practices.	5		25
J. Years of satisfactory performance.	2		10
K. How well does the bid address the requested information on Pages 1-3 of the bid specifications? Is it well organized, clear, concise? Are there items that require clarification?	3		15
MAXIMUM TOTAL POSSIBLE:		220	
ACTUAL TOTAL CALCULATED THIS BID:			

The numerical rating points assigned for the middle column above will be synonymous with the following verbal descriptions in connection with each rating factor:

- 1 = Unacceptable
- 2 = Marginal
- 3 = Average or Fair
- 4 = Good
- 5 = Excellent

THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, having its principal offices at 38053 Live Oak Avenue, Dade City, Florida 33523, will hereinafter be designated as the "Purchaser." The company or corporation organized and existing under the laws of the State of Florida awarded the service will hereinafter be designated as the "Provider."

Upon award of the contract, the Provider agrees to enter into Agreement with the Purchaser to perform the mutual promises and covenants contained herein:

- I. The Provider shall utilize only those kitchen facilities which have been inspected by and meet the approval of the Purchaser. In the event of the Provider modifying existing facilities or designing kitchen facilities "from scratch," the Provider shall employ qualified kitchen consultants. The Provider shall submit to the Purchaser a Certificate of Occupancy for all facilities proposed which shall include the following inspections: fire, electrical, mechanical, sanitation, and plumbing, not less than fifteen (15) days prior to the beginning of the Agreement. The facilities shall be ready for production not less than ten (10) business days prior to the beginning of this Agreement.
- II. The Provider shall have production capacity to provide the amount of food ordered by the Purchaser that is of the quality and quantity specified for each of the menu categories each day, at the times required in this Agreement. Roast beef and meat loaf shall not be cooked more than forty (40) hours ahead of the required time. It shall be allowed to cool, be sliced, and then reheated for the proper times. No food items used by the Provider for any Purchaser menu shall be food that was prepared for any other food service operation.

The following equipment is offered for bidders' planning purposes:

- A. Convection ovens.
- B. Steam Kettle (capacity to handle 590 gallons).
- C. Steamers: minimum of two (2), or one (1) two (2) compartment.
- D. Hot water booster tank (fifty [50] KWT).
- E. Vertical Chopper/Mixer: minimum of ten (10) gallon capacity.
- F. Ice machine: 2,000-pound capacity with 2,000-pound bin capacity.
- G. Conveyor and shrink tunnel for packaging or a comparable means of packaging acceptable to the Purchaser.
- H. Mixers: minimum of two (2) with combined 200-quart capacity. Cupping machine with heat-sealed lid.
- I. Wrapping machine for breads, buns, desserts, sandwiches, etc. (heat-sealed cellophane or comparable means of packaging acceptable to the Purchaser).
- J. Capacity to blast-freeze foods for Purchaser's Home-Delivered Meals Program or for take-home holiday meals.

- K. Capacity to store the Purchaser's food products and/or meals in a freezer.
- L. Capacity to refrigerate the Purchaser's food products and/or meals.
- M. Sufficient hot and cold food transporters, in good working condition, to deliver all meals daily to Purchaser's sites.
- N. Adequate shelf space for airing and storing home-delivered meals' chests.
- O. Dish machine for sanitizing all portable equipment and utensils used in preparing and transporting foods.
- P. A steamer with proper pressure control to allow for adequate cleaning maintenance of the Purchaser's Styrofoam chests.
- Q. Sufficient number of Styrofoam chests for transporting cold and frozen meals to sites, and for use by staff and volunteers for delivery of home-delivered meals and Meals on Wheels.

III. Regarding sanitation, the Provider shall:

- A. Clean and sanitize all food preparation, storage, and serving areas, including serving counters, ovens hoods and ducts, light fixtures, floors, walls, and windows to the satisfaction of the Purchaser and maintain a written sanitation process which will be adhered to.
- B. Obtain regular exterminating service for all kitchen and storage facilities.
- C. Handle garbage and trash at the kitchen and storage facilities in a sanitary manner.

IV. The Provider shall provide the necessary number of vehicles equipped to handle food requiring temperature control, and trained personnel to transport meals daily to the sites and at the times specified under Paragraph XXI of this Agreement.

The Provider shall supply:

- A. Three (3) compartment Styrofoam plates with hinged lids for home-delivered meals and for those congregate meals packaged and sent home as a second meal.
- B. Styrofoam chests for packing of home delivered. Cleaning, sanitizing, and general care of these chests shall be the responsibility of the Provider.
- C. A sufficient number, not more than average daily meals served, of permanent serving trays at each site.
- D. Substitute ice product for temperature control (e.g., "blue ice" or dry ice), plus additional regular ice for home-delivered meal packaging at sites and for special events. Sufficient ice to maintain ice cream and frozen meals in the solid state throughout the delivery process, from the caterer to the home.

- E. Serving utensils to match portion control instructions accompanying menus at all Purchaser's sites; replaced when necessary due to normal usage, to include spoodles (perforated and solid).

- V. The Provider shall retain a Consulting Dietitian, who shall be a registered member of the American Dietetic Association (ADA). The name and ADA registration number is to be included with bid. The Consulting Dietitian shall be mutually acceptable to the Provider and the Purchaser, and shall be available by telephone to the Purchaser as needed, to advise the Purchaser on menu substitutions, menu problems, site, and food service procedures and policies. The Dietitian, or other individuals acceptable to the Purchaser, shall make quarterly scheduled visits to selected congregate sites to obtain client satisfaction feedback regarding the quality of the meals. The Consulting Dietitian or other individuals acceptable to the Purchaser shall address program staff at least one (1) of two (2) in-service training sessions held in March and September, annually.

- VI. The Purchaser shall be represented in its overall food service operations by the Purchaser's own employees: The Program Manager, Assistant Elderly Nutrition Manager, Nutrition Consultant under contract to the Purchaser, Nutrition Program Supervisors, and Area Agency on Aging of Pasco-Pinellas, Inc., (AAAPP) monitoring staff, as well as any others designated by the Program Manager, who shall have the right and authority:
 - A. To inspect any food to determine compliance with the Purchaser's specifications and to reject food not meeting such specifications.
 - B. To have access to the Provider's purchase records bearing upon food purchased for the Purchaser, for review, as determined necessary by the Purchaser.
 - C. To supply or approve the menus and standardized recipes for meals and other food to be served, specifying the use of 33-1/3 of the DRI for males age 70+, as established by the Institute of Medicine of the National Academy of Sciences – National Research Council and meeting the DOEA-specified standard meal pattern. To inspect the meals served to determine compliance with said specifications and requirements; and to withhold payment for meals not meeting prescribed specifications or requirements. The meal patterns in Attachment A are included as a reference tool.
 - D. To inspect, at any time, the food preparations, storage, and service areas to determine the adequacy of the Provider's cleaning and sanitation practices.
 - E. To determine the adequacy of the Provider's storage practices and recordkeeping so as to insure the safekeeping of all food, including that donated for use of the Purchaser and, in connection therewith, to have ready access to the related food inventory control record of the Provider.
 - F. To visit the facility a minimum of once a year for monitoring purposes, as prescribed in the Purchaser's Older American's Act contract; less frequently if a group monitoring with other Purchasers has been arranged with the prior approval of the AAAPP.

VII. The Provider shall provide to the Purchaser, at such prices as are prescribed in the Agreement and on such days and times as the Purchaser shall prescribe, the following:

- A. Up to 1,600 meals daily, consisting of any possible combination of hot bulk meals, frozen single entrees, multiple boxed shelf stable breakfasts or lunches, multiple boxed frozen breakfasts or lunches, all of an equal quality and nutritional content. Any product to include milk should be delivered at least two (2) weeks prior to expiration date. All meals will adhere to specific guidelines detailed in Appendix B, which is the applicable portion of the *DOEA Draft Home and Community-Based Services Handbook*, dated January 2003, as edited by the Pasco County Elderly Nutrition Program, and to DOEA Notice of Instruction No. 083004-2-1-SWCBS.
- B. In the event the Provider cannot meet the delivery time stated in the Agreement, or if meals are not of an acceptable quality and quantity as ordered, the Provider must make arrangements in each serving area, with local restaurants or grocery stores with delicatessen units approved by the Purchaser, for meal service which is equivalent in quality and quantity to those meals reserved for that day.

In the event the Provider cannot locate, for an individual site, a restaurant or grocery store which can provide meals within thirty (30) minutes or less after being given notice by the site of need (including transport time), or if the Purchaser determines that the facility is unable to meet the nutritional requirements outlined in these specifications or is unable to respond in a timely manner, the Provider may be required to supply the site with sufficient (see Paragraph XIV) emergency food to meet the daily total congregate and home-delivered needs for that site.

Other project sites may be added to those in Paragraph XXI, and may be added to any existing or future site, as need dictates. Any of the project sites may be eliminated from this Agreement as agreed upon by the Provider, Purchaser, AAAPP, and DOEA. Delivery time will be adjusted accordingly, if needed.

Meals will be delivered daily, Monday through Friday, of each week. Meals will not be delivered on Saturdays, Sundays, or the days upon which the following holidays are observed:

- 1. New Year's Day
- 2. Martin Luther King Day
- 3. Good Friday
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Veterans Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Day

The Provider agrees to provide a take-home, cold, boxed lunch, or frozen meal on the working day prior to each one of the above holidays for congregate and home-delivered participants, and when requested by the Purchaser for any other purpose, with forty-eight (48) hour's notice.

- C. Cake and ice cream are to be provided for congregate and pudding and cake for home-delivered participants as a replacement for the regular dessert one (1) day each month for the celebration of birthdays. If a holiday meal or special event conflicts with this dessert substitution, it shall be adjusted as indicated by the Purchaser.
- D. A special holiday meal and/or appropriate special dessert, both of which are traditionally associated with that holiday, along with holiday napkins, are to be provided on the date of the holiday, or on the day preceding the holiday or on the date designated by the Purchaser, if the site is closed on the holiday. Holidays to be observed in such a manner are:
 - 1. New Years Day
 - 2. Valentine's Day
 - 3. St. Patrick's Day
 - 4. Easter
 - 5. July Fourth
 - 6. Veterans Day
 - 7. Halloween
 - 8. *Thanksgiving
 - 9. *Christmas

* Whole carved turkeys or high-quality boneless turkey breasts are to be used rather than turkey roll products.
- E. Enhanced meals, including a special dessert, are to be provided for the two (2) Volunteer Recognition Luncheons held yearly on the East and West side of the County. Dates of the events to be determined by the Purchaser.
- F. Decorated sheet cakes and small cake plates or special dessert cups are to be provided once per year to all congregate sites for volunteer recognition parties. The number of servings and dates shall be indicated by the Purchaser.
- G. A supplemental two (2) ounce "protein packet" of peanut butter will be issued to each site at the beginning of the contract year, in numbers equivalent to the average daily congregate and home-delivered census per site. These "protein packets" will be kept as an emergency source of protein and will be distributed to all affected participants whenever the protein portion does not meet the three (3) ounce standard. Protein packets will be replaced by the Provider, at no cost to the Purchaser, in the same way emergency foods are replenished.
- H. Such other food as may be required by the Purchaser.

- I. The dining sites may request a special picnic menu to replace the regular scheduled menu. The picnic menu can be packaged cold pack style or sent in bulk carriers as requested by the Purchaser, and delivered to the picnic site, which will be within the approximate usual area served.
- VIII. Each meal provided will contain one-third of the DRI for males age 70+ and as established by the Institute of Medicine of the National Academy of Sciences-National Research Council; and with the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture; and will meet the standard meal pattern as described in Appendix B.

The following portion sizes (cooked, edible portion) shall be used by the Provider:

- A. Juice: Full strength – Four (4) ounces.
 - B. Entrée: If casserole type, 210 grams or seven (7) ounces of which a minimum of three (3) ounces must consist of a cooked, edible portion of meat, fish, fowl, eggs, or cheese. Non-casserole protein portions must consist of a mi
 - C. Starch: ½ cup by volume.
 - D. Vegetable: ½ cup by volume.
 - E. Salad: ½ cup by volume.
 - G. Dessert: ½ cup by volume.
 - H. Milk: Eight (8) ounces (one [1] percent butterfat) approved, homogenized/pasteurized, in individual containers.
 - I. Bread: Two (2) slices or two (2) rolls – fifteen (15) grams, approximately.
 - J. Margarine: One (1) pat or teaspoon, or quantities equal to that day's bread portion.
- IX. The Purchaser shall be responsible for drawing up the initial (4) week hot and six (6) week frozen menus. These menus apply to both congregate and home delivery recipients. The sample menu is attached and shall be submitted as part of the Provider's bid. After implementation of this Agreement, other menu items may be used if they are acceptable to the Purchaser. The Purchaser's menus shall change approximately every four (4) months and six (6) months, respectively. The said menu cycles shall be developed expeditiously by the Provider in consultation with the Purchaser and submitted to the Purchaser for approval. Major menu changes shall be submitted by the Provider to the Purchaser for approval at least (6) six weeks in advance of proposed implementation. All menus shall include the complete nutrition analysis for each meal and standardized recipes shall be submitted, upon request, to support the nutritional analysis. The Provider agrees to menu flexibility on certain items when reasonable changes have been requested.

The Provider shall report all menu substitutions in writing, in advance, to the Purchaser, including the original menu item, the substitution, date of substitution, and reason for the substitution. The substitutions shall be approved in advance by the Purchaser, via the Program Manager or the Assistant Elderly Nutrition Manager. This information, in report form with the initials of the Provider Dietitian affixed, shall be kept on record by the Provider and a copy sent in a substitution report to the Purchaser by the fifth day of the month following each month of operation. The Purchaser shall incorporate these changes with the invoice review at the end of each month. When a substitution is approved, all cost factors shall be reviewed and appropriate adjustments in the form of a credit due will be made to the billing involving that menu change.

X. Food furnished by the Provider shall comply with the following specifications:

A. Meats: "All American" and "Genuine Florida" meats or meat products shall be granted preference as allowed by Section 287.082, Florida Statutes. All meat and meat products shall have been slaughtered, processed, and manufactured in plants operated under the USDA Inspection Program and bear the appropriate seal. They shall be free of objectionable odors or other signs of deterioration. No preservatives, tenderizers, or coloring agent may be added to any fresh meat. The use of TVP or TSP or similar products is only permissible in the menu items listed below:

1. Meat Balls
2. Beef Patties

The amount permitted in the above products must not exceed four (4) percent dry or twelve (12) percent reconstituted. The remainder must be at least eighty-eight (88) percent fresh meat, and must meet the eighty/twenty (80/20) fat ratio requirements and receive approval of the Purchaser. Previous notification to the Purchaser is necessary before any use of TVP or TSP, and recipes shall be submitted to the Purchaser for approval before implementation.

1. Roast Beef: U.S. Choice Bottom Round. Yield two (2) or three (3).
2. Ground Beef: USDA lean to fat ratio: eighty/twenty (80/20) percent. No TVP added.
3. Diced Beef: U.S. Choice Porterhouse Tails.
4. Beef Patties: USDA lean to fat ratio: eighty/twenty (80/20) percent.

B. Poultry: U.S. Grade A, two and one-half (2¹/₂) pound minimum for quartering, fresh, not frozen. For the Thanksgiving and Christmas holiday meals, **whole carved turkeys** or **top quality boneless turkey breasts** are to be used rather than turkey roll.

C. Fish: Available fresh fish may be used. Frozen fish shall be a nationally distributed brand, packed under inspection of the U.S. Department of the Interior. Grade A: Not less than seventy (70) percent fish flesh. Cold water cod filet; not a flaked or chopped product. Mackerel is unacceptable to the Purchaser.

- D. Canned Fruits: U.S. Grade B (Choice) or better.
- E. Juice: Full strength. No added sugars or sweeteners. Fresh or frozen, not canned. Frequent use of cranberry juice is preferred.
- F. Canned Vegetables: U.S. Grade A (Fancy).

All foods must be prepared so that people with few teeth, poor-fitting dentures, or no teeth can eat the food. No sugar may be added to vegetables. Slaw and carrots for salads must be ground very fine. Small amounts of mild salad dressing may be used. Very mild seasoning of food (spices, etc.). Light or little sauce in any barbecue preparations.

Fresh fruits, such as bananas, apples, peaches, plums, tangerines, and oranges, should be used as often as possible, as well as whole grain breads.

- XI. Entrees, salads, and baked products, with the exception of breads, rolls, and crackers, shall be prepared fresh, "from scratch," at the Provider's local kitchen unless otherwise specified or approved in writing by the Purchaser. The Provider may not use canned soups except as an emergency food item as stated on Pages 14-15. All entrees and salads shall be prepared by the Provider and shall not be purchased in prepared form from a commercial source. Cakes, cookies, biscuits, cornbread, and muffins shall be baked by the Provider and not purchased from a commercial baker.

Fried foods are to be strictly limited. All foods are to be lightly seasoned; excessive salt to be avoided. The sodium composition per meal, based on a weekly average, shall not exceed 1,200 mg. All foods shall be attractive in appearance, tasty, colorful and include garnishes where appropriate, such as green pepper, pimentos, parsley, cheese, etc., with limited use of food colorings.

- XII. Should USDA-donated commodity foods become available, to the maximum extent feasible, these shall be used in the meals. The Purchaser shall store donated foods to be requisitioned by the Provider in storage space provided by the Provider. This storage space is described in Paragraph II above. Additional storage space may be required by the Purchaser, which shall also be in close proximity to the kitchen facilities. The Provider shall maintain adequate storage, inventory, and control practices for all Purchaser food, which is in the Provider's possession. The Provider shall give the Purchaser ready access to the food storage area and to the inventory control records on the purchased food and donated food for such inspection and review as, in the opinion of the Purchaser, is deemed necessary. The value of donated food will be calculated as of the Commodity File Listing, which is in effect on the date the contract is signed or renewed annually. A fee for service may be charged, when appropriate, not to exceed the value of the product as published in the national Marketing News price list in effect on the same date as the operative Commodity File Listing. The Provider will submit a copy of this list annually at renewal time. The Provider shall provide a credit to the accounts of the Purchaser on a monthly basis for the value of the donated foods utilized during that time period and that are accepted for use by the Provider.

All donated food must be utilized and credited within the year received.

All donated food items made available to the Provider shall be used only to the benefit of the Purchaser's feeding program and shall be utilized therein.

The Provider agrees to:

- A. Provide transportation of items from local receiving agent of commodity foods to storage facility, the cost of which will be deducted from the utilized donated food credit.
 - B. Provide storage space as well as cost breakdown and billing procedure for frozen, refrigerated, and dry foods.
 - C. Adjust menu to utilize donated foods if they become available.
 - D. Give credit on monthly food bill for any commodities utilized during the period covered by the bill using USDA value.
 - E. Relinquish any unused commodities upon termination of contract for any reason.
 - F. Provide a monthly inventory of all donated foods to the Purchaser.
 - G. Advise the Purchaser in commodity matters, including quantities needed, quality, and preparation problems.
- XIII. The Provider shall supply to each project site a specified quantity of supplemental foods and two (2) ounce protein packets for emergency use. These will be utilized, up to sixteen (16) servings, when the quality or quantity of food delivered to a given site by the Provider does not meet these specifications or does not equal the number of meals ordered for that site, or when the delivery of meals occurs after the serving time, causing diabetic clients to be served while awaiting delivery. The emergency food must supply one-third of the minimum daily nutritional requirements applied to all meals covered by this Agreement.

When more than sixteen (16) servings need to be replaced for any reason, the Purchaser will replace the item either from a restaurant or from grocer at the Provider's expense.

An example of the types of food, quantity (minimum of sixteen [16] servings per site), and distribution required, is as follows:

Food: Regular Meals	QUANTITY: Per Site	SERVINGS: Can/Case
Frozen Entree	6 servings	6 servings
Canned beef stew (low sodium)	Four 24-ounce cans	4 servings per can
Canned green beans (low sodium)	Four 16-ounce cans	4 servings per can
Instant mashed potatoes	4 packages	4 servings per package
Canned syrup packed peaches	Four 12-ounce cans	4 servings per can
Vanilla pudding	4 packages	4 servings per package
Non-salted crackers	One case/two per package	500 packages/per case
Protein packets/peanut butter	Average daily census per site	2-ounce packets

All emergency food and/or containers of emergency food shall be inspected jointly by the Purchaser's Nutritionist and the Provider's dietitian, quarterly, to determine that the stored food is not past the usable shelf life and that the containers have not deteriorated or become damaged in any way, which would contaminate the stored foods. The Provider must replace any food, which is past or within six (6) months of the end of shelf life, as well as any food, which is in damaged or deteriorated containers. All emergency food must be replaced at least once annually, regardless of shelf life.

It shall be the responsibility of the Purchaser's office to inform the Provider of the need to use the supplemental foods, a description of the food unit and the quantity used, and to which site the use may be attributed. The Provider shall maintain at least four (4) units (or a total of sixteen [16] complete servings) of each supplemental food on hand at each site at all times. When use of the supplemental food is reported by a site, the Provider shall replace the food, upon request, within ten (10) days, or less.

The Nutrition Site Attendant at each site shall sign for the initial issue of supplemental food, and protein packets. When supplemental food is used to replace shortages, the Provider shall charge the Purchaser for the number of meals ordered and served only, whether the meal was comprised of emergency foods, or was portioned out of the bulk delivery.

When feasible, and when approved by the Purchaser, as an alternative to purchasing replacement foods, the Provider agrees to provide additional personnel and equipment, on short notice, to dispatch a van carrying replacement food when shortages exceed the number of emergency meals supplied to each individual site. This option may also be taken in the event of a malfunction of ovens or cooling units resulting in a failure to keep food at proper temperatures.

- XIV. The Purchaser shall inspect all meals to determine compliance with the specifications contained herein, and shall withhold payment for meals not meeting prescribed requirements.

In the event that Provider fails to deliver or delivers after the time specified in Paragraph XXI, any meal, or meals, or other food, to the project site as agreed upon, the Purchaser may procure a meal, or meals, or other food elsewhere and charge to the Provider the cost of such replacement meal, or meals, or other food, plus any expenses incurred by the Purchaser in procuring such replacement meal, or meals, or other food. The Purchaser may require the Provider to maintain a sufficient supply of emergency food equal to the average meals served daily at those sites where a restaurant or grocery delicatessen is not available to provide meals in a timely manner.

When entrees are determined to vary from the minimum protein requirement, the supplemental two (2) ounce protein packet of peanut butter, which will have been issued along with supplemental emergency food by the Provider at the beginning of the project year, will be distributed at all affected sites in order to assure compliance with the one-third DRI requirement. This will constitute a shortage for which the Purchaser shall withhold payment.

The Provider agrees to provide one (1) complete test meal per site daily at no charge to the Purchaser for purposes of verifying temperatures and quality compliance.

- XV. The Provider shall provide foods that meet, at a minimum, the following temperature specifications upon arrival at each site:
- A. Hot food shall be above 155° degrees Fahrenheit.
 - B. Cold food shall be below 41° degrees Fahrenheit.
 - C. Frozen food shall be 0° Fahrenheit.
 - D. Neutral food shall be room temperature.

- XVI. Salads are to be packaged in individual containers and transported at a temperature not to exceed 40° Fahrenheit. Individual vacuum, prepackaged dressings used for tossed salad may be transported at room temperature.

Margarine is to be maintained at a temperature not to exceed 40° Fahrenheit, should be in individually packaged servings, and in quantities equal to that day's bread portion.

- XVII. The Provider shall load bulk food into steam table pans, cover with lids or with heavy-duty aluminum foil and bakers paper, as appropriate, and place pans into electrically-heated bulk food transporters, which have been preheated by the Provider for not less than two (2) hours. The pans must not be over filled, causing heat loss and hazardous spillage.

XVIII. The Purchaser's meals include "side components" (such as milk, margarine, salad, dessert, bread) which are classified into two (2) groups:

- B. Group 1: Dry items that do not require special temperature control (room temperature is the norm).
- C. Group 2: Wet/cold items that must be kept colder than room temperature, usually 40° Fahrenheit or less.

Bread, rolls, and desserts, which do not require containerization, may be transported in bulk to be portioned at sites.

For cakes, pies, cornbread, and other items arriving in bulk, a portioning template will be provided. Clear plastic bags or other appropriate containers will be provided for all home-delivered items to be portioned at sites.

The wet/cold components of the congregate and home-delivered meals shall be properly distributed in chests or transporters that maintain a temperature of 40° Fahrenheit or less.

Frozen meals shall be packaged in containers that can be reheated in either microwave or conventional ovens and will have heating instructions clearly inscribed in large print.

The temperature control method utilized shall be capable of maintaining the proper temperature for the time required for delivery.

Potentially hazardous foods shall be held and transported in a method that ensures hot food temperatures are 155° Fahrenheit or higher, and cold food temperatures are 40° Fahrenheit or lower, as mandated by the Purchaser. Such adherence will ensure that the Purchaser is in compliance with Chapter 64E-11, Florida Administrative Code.

The Provider shall provide each Nutrition Site Attendant with a check-off sheet so that site personnel can verify delivery of all components of the meals for congregate and home-delivered meals.

The Provider agrees to supply personnel necessary for the delivery of equipment containing meals into the designated project site serving areas.

The Provider agrees to provide condiments, such as catsup, mustard, hot pepper sauce, oil, vinegar, salt, pepper, a choice of individual packaged salad dressings, as appropriate for the meal. Quantities for all items delivered to each site by the Provider should be consistent with the average number of meals served weekly at the site. It is the responsibility of the Provider to monitor these quantities and notify the Purchaser of any requests for items in excess of the weekly number of meals served, prior to filling any excessive requests for these items.

The Provider agrees to supply disposable cups and good quality napkins for each meal in amounts suitable to individual site's ability to store supplies. Supplies shall be provided in quantities consistent with the average weekly

number of meals served at an individual site. It is the responsibility of the Provider to monitor these quantities and notify the Purchaser of requests for items in excess of the weekly number of meals served (each site can store at least one (1) week's inventory of supplies).

Supplies are as follows:

1. Heavy-weight paper napkins in varying colors.
2. A nine (9) inch, three (3) compartment, hinged Styrofoam plate for home delivery and for limited "second meal" service at congregate sites, to be of a durable quality that will not break or leak. A three (3) inch depth must be used with foods requiring additional height, such as chicken pieces.
3. A ten and one quarter (10-1/4) inch, three (3) compartment, laminated, foam plate to be used for congregate meals.
4. An eight (8) ounce Styrofoam cup for congregate meals.
5. A five (5) ounce dessert bowl (when appropriate for menu). A five (5) ounce salad bowl (when appropriate for menu). An eight (8) ounce soup bowl (when appropriate for menu).
6. Nondisposable trays of adequate size and strength to hold the above.

The Provider agrees to provide salads, gelatin, milk, juices, margarine, dressings, etc., in individual sealed containers. Plastic bags or other appropriate containers will be provided for breads, cookies, pies, and cakes which are portioned at sites and packaged for home delivery.

The Provider agrees to bulk delivery system (with serving instructions).

Thermal unit delivery is required for hot items. Cold carts or adequate Styrofoam chests with sufficient ice are needed for cold items.

Hot items must come in stainless steel pans which will fit into standardized steam tables currently used at each site, and shall not be overfilled, causing hazardous spillage.

Transfer of all temperature sensitive food from delivery vehicle to site kitchen must be made in insulated containers to limit contamination and risk of spillage.

Transport units must be available for use at the site until after serving time.

Serving time is defined as a period of up to one-half hour after normal stated serving time to ensure hot food for late arrivals except at those sites where two (2) seatings may be instituted. In the case of second seatings, units must be available until one-half hour after the second serving, unless an alternate arrangement is approved by Purchaser. Producer shall facilitate delivery schedule according to the Purchaser's needs.

The Provider agrees to provide necessary serving utensils, beverage servers, and food thermometers as needed by sites.

The Provider agrees to pick up and sanitize all permanent ware daily.

- XIX. The Provider shall prepare cold or frozen meals in appropriate numbers to be packed in containers, which shall be delivered to each individual site.

Each item that shall be a part of a cold packed meal shall be assembled on a throwaway tray and enclosed in a plastic wrap, which is then heat shrunk.

Each cold packed meal is assembled according to a particular cold meal menu.

The Provider shall be capable of producing a minimum of 2,000 cold or frozen meals daily, if requested.

Additionally, all components of the cold meal must be individually wrapped and heat sealed prior to unitizing on the carry tray with a shrink bag. Salads must be in a plastic cup with a heat-sealed aluminum lid. Sandwiches must be cellophane wrapped and heat sealed. In the case of a salad spread for the sandwich, the salad must be in a plastic cup, while the two (2) slices of bread must be separately wrapped.

FROZEN MEALS: "TV-type" meals shall be within the proper USDA Guidelines. All food for frozen meals must conform with all specifications for hot meals, (i.e., must be made "from scratch" and will include components needed for a complete, balanced meal). Additional frozen meals may be required by the Purchaser from time to time. Frozen meal components, such as bread, milk, and dessert, may be delivered in bulk, but must be clearly identified as to which entree is accompanied by which component.

- XX. The Purchaser shall notify the Provider of its daily meal requirements by 5:00 p.m. of the day prior to the date on which said meals are to be provided.

- XXI. The following is a schedule of sites, delivery times, and approximate numbers of congregate and home-delivered meals. The number and location of sites may be changed by the Purchaser with the approval of the AAAPP.

The Provider agrees:

- A. To provide meals Monday through Friday and to transport meals to these sites at the times designated. Provider shall facilitate delivery schedule according to the Purchaser's current needs.
- B. The meals will be delivered within one-half hour of the stated time. The number of meals stated is an average and may vary upward or downward.

West Pasco Sites	Time	# Meals	Congregate	Home Delivery
<u>Sunset Bay:</u> 4331 Fiji Drive New Port Richey, FL 34653	9:00 a.m.	210	60	150
<u>Southgate</u> 5352 Charlotte Avenue New Port Richey, FL 34652	9:45 a.m.	185	60	125
<u>Galen Wilson:</u> 8600 Galen Wilson Blvd. Port Richey, FL 34668	10:30 a.m.	130	35	95
<u>Hudson:</u> 12417 Clock Tower Parkway Hudson, FL 34667	11:00 a.m.	160	40	120
<u>Shady Hills:</u> 15925 Greenglen Lane Shady Hills, FL 34610	11:30 a.m.	30	30	0

East Pasco Sites	Time	# Meals	Congregate	Home Delivery
<u>Land O' Lakes:</u> 6801 Wisteria Loop Land O' Lakes, FL 34638	9:30 a.m.	85	25	60
<u>Zephyrhills:</u> 33425 S.R. 54 Wesley Chapel, FL 33544	10:15 a.m.	125	75	50
<u>Dade City:</u> 13853 – 15 th Street Dade City, FL 33525	10:45 a.m.	180	50	130
<u>Trilby/Lacoochee:</u> 20942 U.S. 301 Dade City, FL 33525	11:15 a.m.	45	15	30

- XXII. Should discrepancies in the Purchaser's records and the Provider's records occur with regard to the number of meals or meal side components provided by the Provider, a meeting shall be established between the Provider's personnel and Purchaser's personnel for the purpose of resolving the discrepancy.
- XXIII. The Provider and the Purchaser shall keep an accurate daily record of the number of meals and meal side components provided to the Purchaser.
- XXIV. The Purchaser shall be liable for labor and any other appropriate direct expenses incurred by the Provider because of the Purchaser's failure to notify the company by 5:00 p.m. of the previous day for which food services are cancelled.
- XXV. The Provider shall send invoices itemized by site for congregated and home-delivered meals. Credit shall be given by the Provider for items not delivered or not meeting bid specifications. Amount of credit given shall be supported by appropriate current invoices, and will be based upon component prices indicated on the Bid Proposal sheet.

Food items delivered by the Provider to any specific site containing a validated foreign object shall be credited to the Purchaser. All Purchaser's sites shall receive this credit for the previously noted food item containing a validated foreign object. The validation of contamination will be made by at least two (2) paid employees or trained volunteers of the Purchaser. Regardless of whether the foreign object was discovered prior, during, or after the food has been served, an investigation will be made to ascertain the origin of the foreign object. If it is validated that the foreign object originated from the Provider's facilities, the Purchaser shall be credited the full amount of the specific contaminated food item. In the event the Provider fails to deliver any component of the meal at the specified site delivery time, the Purchaser reserves the right to purchase the component from any store convenient to the Purchaser; the Provider shall reimburse the Purchaser for this purchase.

XXVI. The Provider shall:

- A. Employ a sufficient number of persons to provide the food service under this Agreement. The Provider shall hire and dismiss all its employees in accordance with Federal, State, and local standards and regulations for the employment of food service personnel.
- B. Procure and maintain workers' compensation insurance as prescribed by the laws of the State of Florida.
- C. Procure and maintain all insurance coverage outlined under Special Conditions, Paragraph G.

XXVII. All records of the Provider bearing upon food service operations shall be maintained at the Provider's kitchen or at the Provider's local office within the State, and shall be made available to the Purchaser upon request. The Provider shall maintain any additional records the Purchaser may request to meet the requirements of the Nutrition Program, or any other government program. All such records shall be kept on file for five (5) years after the end of the Federal Fiscal Year to which they pertain. The Purchaser or designee, the auditors of the Florida DOEA, AAAPP, 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. Authorized representatives of the Purchaser, the AAAPP, and the DOEA have the right to conduct on-site administrative review of the food service operation.

XXVIII. The Provider shall be responsible for sending reports and inventories to the Purchaser by the fifth of each month for the previous month of operation if requested. The said reports and inventories shall be specified by the Purchaser.

XXIX. The Provider shall comply with all current Federal, State, and local laws and regulations governing the preparing, handling, and serving of food and shall procure and keep in effect all licenses, permits, and food handler's cards as are required by law and shall post such permits, notices, and cards in a prominent place within the food service areas, as required. The Provider shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

XXX. Training and supervision of site personnel with regard to portion control shall be the responsibility of the Purchaser. The Provider shall provide instructions to the Purchaser

personnel whenever portion size differs from the normal pattern. Portion control of frozen or cold pack meals packaged at the Provider's facilities shall be the responsibility of the Provider.

XXXI. The Provider agrees:

- A. That the Purchaser, AAAPP, and the appropriate State agency may inspect the food used in the meals to determine compliance with all specifications and to reject food not meeting said specifications and that any food rejected for failure to meet specifications shall not be paid for by the Purchaser.
- B. Federal and State Regulations - State Licensing Standards:
 1. To conform to and comply with the requirements of Title III of the Older American's Act of 1965 as amended; Title 45, Code of Federal Regulations, Chapter IX, Part 909, and all amendments thereof; and the Manual dated December 1972 and entitled "*Manual, Policies, and Procedures for the National Nutrition Program for the Elderly, under Title III of the Older Americans Act of 1965 as Amended,*" and all amendments thereof; and any relevant regulations of the State of Florida, DOEA, and the guidelines of the AAAPP.
 2. To comply with all applicable accrediting standards and any other standards or criteria established by the AAAPP and/or State of Florida DOEA 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 cards in a prominent place within the meal preparation areas, as required. The Provider shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment and with all Federal, State, and local laws pertaining to the Federal Economic Stabilization Program.
- C. Audit and Records:
 1. To maintain financial records and reports relating to funds paid under this Agreement and submits reports as may be required to the Purchaser, DOEA, and AAAPP.
 2. To maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
 3. To maintain adequate records bearing upon food purchases, storage, food preparation, and transportation directly related to the meals and other food delivered under this Agreement, including the records on receipts, storage, food inventory control, and use of government-donated commodities.

4. These records shall be subject at all times to inspection, review, or audit by State personnel and other personnel duly authorized by the Purchaser and the AAAPP, as well as Federal personnel.
5. To collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by, and on forms furnished by, the Purchaser.

D. Retention of Records:

1. To retain all books, records, accounting records, and other documents relative to this Agreement for a period of five (5) years after the date of submission of the final quarterly report of accountability for the budget year, and, in the cases of audit exception, until such exception has been cleared or resolved to the satisfaction of the DOEA and AAAPP.
2. Records for nonexpendable property acquired with Federal funds shall be retained for five (5) years after its final disposition.
3. Federal auditors, the Secretary, and the Comptroller General of the United States, DOEA of the State of Florida, and the Purchaser and any persons duly authorized by the DOEA, shall have full access to, and the right to examine, any of said materials during said period.

E. Equipment and Supplies:

1. That all equipment and supplies shall be acquired in accordance with the "Manual, Policies, and Procedures for the National Nutrition Act of 1965 as Amended," and the policies of the Purchaser.
2. Any property or equipment provided to the Provider by the Purchaser shall be jointly inventoried by the Purchaser and the Provider quarterly. An inventory report shall be sent to the Purchaser by the Provider.

F. Civil Rights Act of 1964, Titles VI and VII:

1. That there shall be no discrimination against any employee or person served because of race, color, sex, religious background, ancestry, or national origin in its performance of this Agreement.
2. That it shall comply with Title III and the Civil Rights Act of 1964 (42 USC 2000d) in regard to employees or applicants for employment, and any regulations issued pursuant thereto.
3. That it shall comply with Title III and the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant thereto (45 CFT, Part 80).

4. It is expressly understood that upon receipt of evidence of such discrimination, the Purchaser shall have the right to terminate this Agreement.

G. Indemnification:

That the Provider shall act as an independent contractor and not as an employee of the Purchaser in operating the aforementioned services. The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold harmless, for all claims, suits, judgments, or damages (including attorneys' fees and other costs of litigation) caused by the Provider's negligent acts or omissions of the Provider's employees. The Provider shall defend any suit against the Purchaser alleging personal injury or property damage out of the transportation of meals or other food to the Purchaser, and any suit alleging personal injury, sickness, or disease arising out of the consumption of the meals or other food delivered to the Purchaser. The Purchaser shall promptly notify the Provider in writing of any claims against the Provider or the Purchaser of which the Purchaser has knowledge, and in the event of a suit being filed, shall promptly forward to the Provider all papers in connection therewith. The Purchaser shall not incur any expense or make any settlement without the Provider's consent. However, if the Provider refuses or neglects to defend any such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Provider.

H. Monitoring:

1. To permit the Purchaser, DOEA, AAAPP, 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 shall not be limited to, the inspection, at any time, of the Provider'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 Provider's food handling, cleaning, sanitation and maintenance practices.
3. That Purchaser and DOEA may inspect the food used in the meals to determine compliance with all specifications and to reject food not meeting said specifications and that any food rejected for failure to meet specifications shall not be paid for by the Purchaser.

XXXII. In the event the Provider fails to deliver any meal or other food to the Purchaser, as agreed upon, the Purchaser may procure meals or other food elsewhere, and charge to the Provider the additional cost of such replacement meals or other food over and above the contract price, plus any expenses incurred by the Purchaser in procuring such replacement meals, or other foods.

XXXIII. The Purchaser agrees:

- A. To provide personnel qualified and capable to manage and supervise handling and reviewing of meals at project's sites in keeping with agreed standards for portioning and sanitary handling of food.
- B. To provide an adequate number of servers having necessary County and State health agency approval to handle food, and to serve meals at project sites.
- C. To work with the Provider to assure the availability of supervisory and serving personnel to receive instruction given by the Provider.
- D. To provide Workers' Compensation, property damage, and bodily injury liability coverage for Purchaser's employees and equipment under the supervision of the project.
- E. To notify the Provider of its daily meal requirement no later than 5:00 p.m. prior to the date on which said meals are to be delivered. Notification shall constitute a purchase order for the meals specified or otherwise described via telephone by personnel authorized by the Purchaser.

XXXIV. The Purchaser and Provider mutually agree:

- A. The Purchaser shall have the right and authority to approve regular menus and recipes for meals and other food to be served so as to ensure compliance with the U.S. Department of Health, Education, and Welfare meal-type, nutritive, and consumer acceptability requirements, and to withhold payment for meals not meeting prescribed requirements.
- B. The Purchaser is neither responsible nor liable for loss and/or breakage to food-serving or transportation containers left at sites. Purchaser is responsible only for rinsing of containers to be returned to the Provider each day.
- C. After delivery of meals to each site, but not before all meals have been served or prepared for home delivery, an authorized on-site representative of the Purchaser shall sign a receipt in triplicate evidencing receipt of such food, one (1) copy to be returned to the driver, one (1) copy to be retained by the representative, and one (1) copy to be retained for the Purchaser. The Purchaser's representative shall record details of all shortages, spoilage, or otherwise unservable meals on the invoice.
- D. Provider shall bill Purchaser monthly, by the fifteenth of each month, and Purchaser will pay such billings within one (1) month of invoice date. The total funds payable under the contract shall not exceed the amount budgeted for grant period in conjunction with County budget period.
- E. In the event that Provider fails to deliver or delivers after the time specified in Paragraph XXI, any meal, or meals, or other food, to the project site as agreed upon, the Purchaser may procure a meal, or meals, or other food elsewhere and charge to the Provider the cost of such replacement meal, or meals, or other food, plus any expenses incurred by the Purchaser in procuring such

replacement meal, or meals, or other food. The Purchaser may require the Provider to maintain a sufficient supply of emergency food equal to the average meals served daily at those sites where a restaurant or grocery delicatessen is not available to provide meals in a timely manner.

F. Effective Date:

1. The effective date upon which purchase of services under this contract shall begin, shall be the first day of March 2008.
2. This contract is dependent upon funding from DOEA and AAAPP, and shall remain in force until the total funds payable are expended or until a contract is executed for extension of services under TITLE III-C of the Older Americans Act, or until February 28, 2011, whichever event occurs first.

G. Termination:

1. Termination because of lack of funds: It is further agreed that in the event funds to finance this contract or part of this contract become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice. The said notice shall be delivered by certified mail, telegram, or in person, at will, without penalty. The DOEA and AAAPP shall be the final authority as to the availability of Federal or State funds.
2. Termination for breach: Unless the Provider's breach is excused the Purchaser may, by written notice of breach to the Provider, terminate the whole or any part of this Agreement in any of the following circumstances:
 - a. If the Provider fails to provide services in the manner called for by this Agreement within the time specified herein.
 - b. If the Provider fails to perform any of the other provisions of this Agreement.

Termination shall be upon no less than twenty-four (24) hours' notice in writing delivered by certified mail, telegram, or in person. The Provider shall continue the performance of this Agreement to the extent not terminated under the provision of this clause.

Waivers of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.

THIS AGREEMENT shall be effective as of March 1, 2008, and shall be in force with respect to meals delivered during the period commencing on the effective date and ending February 28, 2011. However, the Purchaser, at any time during the life of the Agreement, may terminate this Agreement with respect to the delivery of meals by giving sixty (60) days notice in writing to the Provider of its intention to do so, and the Purchaser may terminate this Agreement with respect to the delivery of meals, if the terms and conditions hereof are not fully complied with by the Provider, by giving ten (10) days notice in writing of its intention to do so.

All notices to the Purchaser shall be addressed to:

Gabriel D. Papadopoulos, M.B.A.
Elderly Nutrition Program Manager
8600 Galen Wilson Boulevard
Port Richey, FL 34668

XXXV. Termination Arrangements: After receipt of a notice of termination, and except as otherwise directed, the Provider shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice of termination.
- B. Provide no further services or meals to facilities, except as may be necessary for completion of such portion of work under the Agreement as is not terminated.
- C. Terminate all orders to the extent that they relate to the performance of work which was terminated.
- D. Handle all the Purchaser's property and equipment as directed by the Project.
- E. Prepare all necessary reports and documents required under the terms of the Agreement up to the day of termination without reimbursement for services rendered in completing said reports beyond termination date if said reports are not completed prior to termination date.
- F. Take other appropriate action as directed in writing by the Purchaser.

XXXVI. This Agreement constitutes the entire Agreement between the Provider and the Purchaser with respect to the subject matter hereof and there are no other further written or oral understandings or Agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid, unless in writing and signed by duly authorized officers of the Purchaser and the Provider. No assignment or transfer of this Agreement may be made, in whole or in part, without the written consent of the Purchaser being first obtained.

APPENDIX A

ELDERLY NUTRITION/MEALS ON WHEELS PROGRAM

The following menus are samples of the minimum acceptable quality and variety required of the bid meal, as well as the nutritional content thereof.

WEEK I

- Monday: Minestrone Soup, Pork Cutlet w/Brown Gravy, Herb Mashed Potatoes, Garlic Spinach, Whole Wheat Bread w/Margarine, Molasses Cookie, Low Fat Milk.
- Tuesday: Turkey Ala King, Wild Rice Blend, Broccoli Cuts, Whole Wheat Bread w/ Margarine, Cinnamon Apples, Low Fat Milk.
- Wednesday: Chicken Quarter w/BBQ Sauce, Pinto Beans w/Tomato Bits, Mixed Vegetables, Cornbread w/Margarine, Chocolate Pudding, Low Fat Milk.
- Thursday: Broccoli, Rice, and Cheese Casserole, Green Beans, Carrot Coins, Whole Wheat Bread w/Margarine, Diced Peaches, Low Fat Milk.
- Friday: Breaded Fish Fillet w/Tarter Sauce, Cheesy Grits, Stewed Tomatoes, Whole Wheat Bread w/Margarine, Orange, Low Fat Milk.

WEEK II

- Monday: Sliced Turkey Ham w/Raisin Sauce, Mashed Sweet Potatoes, Seasoned Lima Beans, Cornbread w/Margarine, Mixed Fruit, Low Fat Milk.
- Tuesday: Spaghetti w/Meat Sauce, Broccoli Cuts, Tossed Salad w/Italian Dressing, Whole Grain Bread w/Margarine, Diced Peaches, Low Fat Milk.
- Wednesday: Turkey Divan Casserole, Green Beans w/Red Peppers, Gingered Carrots, Whole Wheat Bread w/Margarine, Lemon Pudding, Low Fat Milk.
- Thursday: Vegetable Barley Soup, Lemon Pepper Chicken Quarter, Mashed Potatoes Au Gratin, Mixed Vegetables, Whole Grain Bread w/Margarine, Apple Spice Cookie, Low Fat Milk.
- Friday: Salisbury Steak w/Brown Gravy, Whipped Potatoes, California Vegetable Medley, Whole Grain Bread w/Margarine, Banana, Low Fat Milk.

WEEK III

- Monday: BBQ Pork Riblet, Seasoned Black Eyed Peas, Turnip Greens w/Onions, Hamburger Bun w/Margarine, Oatmeal Cookie, Low Fat Milk.
- Tuesday: Crispy Chicken Quarter, Potatoes O'Brien, Green Beans, Whole Grain Bread w/Margarine, Diced Peaches, Low Fat Milk.
- Wednesday: Split Pea Soup, Meatballs w/Mushroom Gravy, Cheesy Mashed Potatoes, Chuck Wagon Vegetables, Whole Wheat Bread w/Margarine, Banana, Low Fat Milk.
- Thursday: Pasta Primavera Casserole, Green Peas, Carrot Cuts, Whole Wheat Bread w/Margarine, Chocolate Pudding, Low Fat Milk.
- Friday: Frankfurter w/Mustard, Baked Beans w/Tomato Bits, Warm Cinnamon Applesauce, Creamy Coleslaw w/Shredded Carrots, Hot Dog Bun, Low Fat Milk.

WEEK IV

Monday: Swiss Steak w/Brown Gravy, Potatoes Au Gratin, Green Beans, Whole Grain Bread w/Margarine, Sugar Cookie, Low Fat Milk.

Tuesday: Vegetable Soup, Beef and Broccoli, Parsley Rice, Carrot Cuts, Whole Wheat Bread w/Margarine, Pineapple Chunks, Low Fat Milk.

Wednesday: Macaroni and Cheese, Stewed Tomatoes, Green Peas, White Bread w/Margarine, Congregate: Vanilla Ice Cream, Home Delivery: Vanilla Pudding, Low Fat Milk.

Thursday: Breaded Veal Parmesan w/Marinara Sauce, Garlic Mashed Potatoes, Broccoli, Whole Grain Bread w/Margarine, Banana, Low Fat Milk.

Friday: Swedish Meatballs in Brown Gravy, Scalloped Potatoes w/Cheese, Green Peas w/Mushrooms, Whole Wheat Bread w/Margarine, Oatmeal Cookie, Low Fat Milk.

WEEK I

SAMPLE ONE (1) WEEK FROZEN MEAL MENU

- Monday: Veal Parmesan w/Tomato Sauce, Mashed Potatoes, Broccoli and Carrot Medley, Whole Grain Bread w/Margarine, Fruit Cup, Low Fat Milk.
- Tuesday: Frankfurter and Baked Beans, Parsley Yellow Corn, Cut Green Beans, Hot Dog Bun, Pudding Cup, Low Fat Milk.
- Wednesday: Lemon Pepper Chicken, Potatoes Florentine, Glazed Carrots, Whole Grain Bread w/Margarine, Cookie, Low Fat Milk.
- Thursday: BBQ Meatballs over Rice, Green Peas, Whole Kernel Corn, Whole Wheat Bread w/Margarine, Cookie, Low Fat Milk.
- Friday: Breaded Fish Filet, Seasoned Broccoli, Cheesy Mashed Potatoes, Whole Grain Sandwich Bun w/Margarine, Fruit Cup or Fresh Fruit, Low Fat Milk.
- Saturday: Scrambled Egg and Turkey Sausage Links, Chunky Breakfast Potatoes, Apple Raisin Brown Betty, Whole Grain Bread w/Margarine, Graham Crackers, Low Fat Milk.
- Sunday: Chicken and Yellow Rice w/Red and Green Peppers, Black Beans w/Onions, Green Peas and Carrot Cuts, Whole Wheat Bread w/Margarine, Fruit Cup, Low Fat Milk.

TWO (2) SAMPLE ONE (1) DAY COLD PACK MENUS

Tuna Salad, Cole Slaw, Two (2) Slices Wheat Bread, Margarine Cup, Banana, Cookie, Low Fat Milk.

OR

Sliced Turkey, Carrot Salad, Two (2) Slices Bread, Mayonnaise Packet, Orange Juice, Cookie, Low Fat Milk.

THREE (3) SAMPLE FROZEN BREAKFAST MENUS

Breakfast Sandwich w/Ham and Cheese, Orange Juice, Diced Peaches, Low Fat Milk.

OR

Mushroom and Cheese Omelet, Two (2) Biscuits, Orange Juice, Diced Pears, Low Fat Milk.

OR

Scrambled Eggs, Sausage Link, Bagel, Orange Juice, Applesauce, Low Fat Milk.

SAMPLE THREE (3) DAY SHELF STABLE PACK

Three (3) Packs Instant Nonfat Dry Milk, One (1) Single Serving Can Tuna in Spring Water, One (1) Single Serving Can Chicken Stew, One (1) Single Serving Can Lasagna, One (1) Can V8 Juice, One (1) Can Orange/Pineapple Juice, One (1) Can Apple Juice, Six (6) Packets Enriched Toasted Wheat Crackers, Three (3) Packets of Two (2) Sesame Bread Sticks, One (1) Vanilla Pudding, One (1) Single Serving Can Mixed Fruit, One (1) Single Serving Can Diced Peaches.

APPENDIX B:

The following pages are portions of the DOEA's *Draft Home and Community-Based Services Handbook*, January 2003, which can be found on pages 35-42 and 71-73 as edited by the Pasco County Elderly Nutrition Program, which governs all activities relating to the Purchaser's food service.

At any given moment, when State, Federal, or local requirements change, the Provider must adhere to those changes.

CONGREGATE MEALS

PROGRAM FUNDING SOURCE(S): CCPE, CS, OAAIICI, LS

DESCRIPTION:

This service is the provision of a meal at a congregate meal site, which provides 33-1/3 percent of the Dietary Reference Intake (DRI)/Adequate Intake (AI) Guidelines for males age 70+ as established by the Institute of Medicine of the National Academy of Sciences.

DELIVERY STANDARDS/SPECIAL CONDITIONS:

Providers shall ensure that congregate meal sites are established in a strategically located center, preferably where other services are provided. The site should be in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention to a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance and, where appropriate, transportation to such site is arranged.

Potentially hazardous foods shall be held and transported in a method that ensures hot food temperatures are 140° Fahrenheit or higher and cold food temperatures are 41° Fahrenheit or lower (Chapter 64E-11, Florida Administrative Code). Nutrition projects are encouraged to enter into contracts that limit the amount of time meals must spend in transit before they are consumed.

Menus must:

- a. Be approved by a Florida Licensed Dietitian or a Dietetic Technician supervised by the Licensed Dietitian, four (4) weeks prior to use.
- b. Be dated and posted in a conspicuous location in each congregate meal site and congregate meal site's preparation area.
- c. Be kept on file for one (1) year.
- d. Minimize substitutions and ensure substitutions do not diminish nutritional value of meal.
- e. Comply with the Dietary Guidelines for Americans published by the Secretary of Health and Human Services and the Secretary of Agriculture and provide a minimum of $\frac{1}{3}$ DRI as established by the Institute of Medicine of the National Academy of Sciences – National Research Council.

Menu Development:

Providers may develop menus using either the meal pattern standard or the computer-assisted nutrient analysis method. Deviating from the meal pattern may be required if dictated by a particular meal site's cultural or religious preferences. Computer-assisted nutrient analysis software shall be utilized to develop menus not following the meal pattern.

Menu Development Using the State Meal Pattern:

- a. Menus written using the State meal pattern will ensure that all meats (breakfast, lunch, supper, and weekend) comply with the pattern.
- b. Menus shall utilize nutrient dens, enriched, and/or fortified foods in planning whenever possible.
- c. Each meal shall contain at least one good source of Vitamin C.
- d. A good source of Vitamin A (preferably from fruits and/or vegetables) shall be provided at least twice a week.
- e. Pudding made with milk and/or ice cream or ice milk or frozen yogurt shall be served at least once a week; in addition, a good source of calcium shall be provided each week; i.e., cheese.

MEAL PATTERN

MENU COMPONENT	SERVINGS PER MEAL
Bread or Bread Alternate	2 servings
Vegetable and/or Fruit	2 servings: ½ cup or equivalent measure per serving
Milk or Milk Alternate	1 serving: 1 cup or equivalent measure
Meat or Meat Alternate	1 serving: 3 ounce edible portion meat or equivalent measure
Fats	1 serving: 1 teaspoon or equivalent measure included in food preparation
Desserts	1 serving

Computer-Assisted Nutrient Analysis:

It is recommended that the meal pattern be referenced when planning computer-assisted nutrient analyzed menus to ensure menus incorporate as many menu components as possible.

It is required that all computer-assisted nutrient analyzed menus include at least three (3) of the six (6) meal components. Meal components are bread/bread alternate, vegetable, fruit, meat/meat alternate, milk/milk alternate, and dessert.

Computer-assisted nutrient analysis is required when one (1) or more meal(s) deviates from the meal pattern (i.e., menu does not provide all components or does not provide the required serving sizes).

Documentation using computer-assisted nutrient analysis shall include the following nutrients to ensure menu adequacy:

- a. Macro-nutrients: calories, protein, carbohydrate, fat, saturated fat, fiber, and sodium.
- b. Micro-nutrients: vitamins A, C, E, thiamin, riboflavin, B6, folate, calcium, iron, magnesium, sodium, and zinc.

Computer-assisted nutrient analysis menus shall ensure that the average daily nutrient value of meals provided in any one (1) day provide at least the minimum 33-1/3 percent of the DRI/AI values as indicated in the Daily Nutrient Requirement Table. For example:

Provider shall provide the Purchaser the following:

- a. A minimum of 33¹/₃ percent of the Daily Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, if Purchaser provides one (1) meal per day.
- b. 66²/₃ percent RDA, if the Purchaser provides two (2) meals per day.
- c. 100 percent RDA, if the Purchaser provides three (3) meals a day.

Vitamin and mineral supplements or dietary supplements shall not be included in menus under any circumstance or situation.

Provider shall comply with the Dietary Guidelines for Americans, published by the Secretary of Health and Human Services (HHS) and United States Department of Agriculture.

Food Group Components:

Meal pattern component's serving size shall meet or exceed the guidelines listed in this section.

A food item that is included in more than one (1) food group can only be counted for one (1) food group in a meal. For example, dried beans would not count as the meat alternate and vegetable in the same meal; cottage cheese would not count for both meat and milk alternate in the same meal. One (1) serving of fruit cannot count as a dessert and a fruit serving in the same meal.

Bread or Bread Alternate:

- a. A serving of bread is generally one (1) slice (1 ounce), or ½ cup pasta, or grain product. Bread and bread alternates include, but are not limited to:
 - 1 small muffin, 2 ounces
 - 2"-cube cornbread
 - 1 biscuit, 2.5" diameter
 - 1 waffle, 7" diameter

- 2 slices French toast
 - 1/2 English muffin
 - 2 tortillas, 6" diameter
 - 2 pancakes, 4" diameter
 - 1/2 bagel
 - 1 small sandwich bun
 - 1/2 cup cooked cereal
 - 4 crackers
 - 1/2 large sandwich bun
 - 3/4 cup ready-to-eat cereal
 - 2 graham cracker squares
 - 1/2 cup bread dressing/stuffing
 - 1/2 cup pasta, noodles, rice
- b. A variety of enriched and/or whole-grain bread products, particularly those high in fiber, are recommended.
- c. Bread alternates do not include starchy vegetables, such as potatoes, sweet potatoes, yams, or plantains. These are part of the vegetable food group.

Vegetables:

- a. A serving of vegetable (including dried beans, peas, and lentils) is generally 1 cup raw leafy vegetable; 1/2 cup other cooked or raw; or 3/4 100 percent vegetable juice (a 1/2 cup 100 percent vegetable juice may be served if 3/4 cup prepackaged servings are not available).
- b. Fresh or cooked frozen vegetables are preferred.
- c. Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total 1/2 cup.

Fruits:

- a. A serving of fruit is generally a medium apple, banana, orange, or pear, 1/2 cup chopped, cooked, or canned fruit; or 3/4 cup 100 percent fruit juice (a 1/2 cup serving of 100 percent fruit juice may be served if 3/4 cup prepackaged servings are not available).
- b. Fresh, frozen, or canned fruit are preferably packed in juice, light syrup, or without sugar.

Milk or Milk Alternate:

- a. One (1) cup whole, low fat, reduced-fat, skim, or lactose-free milk fortified with Vitamins A and D should be used.
- b. Low fat or skim milk is recommended for the general population.
- c. Powdered dry milk or evaporated milk may be served at congregate meal sites but not the main meal except for cultural or religious reasons. Each powdered milk or evaporated milk serving size must be equivalent to one (1) cup of milk.
- d. Milk alternatives may be provided in place of milk and include (for the equivalent of one cup of milk):
 - 1 cup yogurt
 - 1¹/₂ ounces natural or 2 ounces processed cheese
 - 1¹/₂ cups cottage cheese
 - 1¹/₂ cups ice cream/ice milk
 - 8 ounces of tofu (processed with calcium salt)

Meat or Meat Alternate:

- a. Three (3) ounces of meat, poultry, fish, or the equivalent of other high protein foods (as noted below) in combination may be used. Meat serving weight is the edible portion, not including skin, bone, or coating. Three (3) ounce equivalent of other high protein foods include:
 - 3 eggs
 - ³/₄ cup cooked dried beans, peas, or lentils
 - 6 tablespoons peanut butter or 1 cup nuts
 - ³/₄ cup cottage cheese
 - ³/₄ cup tuna fish
 - 1¹/₂ cups tofu
 - 3 ounces cheese (nutritionally equivalent measure of pasteurized processed cheese food, spread, or product; or alternate or substitute cheeses)
- b. Except to meet cultural or religious preferences and for emergency meals, avoid serving dried beans, peas, or lentils; peanut butter or peanuts; and tofu for consecutive meals or on consecutive days.
- c. Imitation cheese (which the FDA defines are one meeting nutritional equivalency requirements for the natural, not-imitation product) cannot be served as meat alternates.

- d. To limit the sodium content of the meal, serve no more than once a week cured and processed meats (ham, smoked or Polish sausage, corned beef, wieners, luncheon meats, or dried beef).

Fats, Oils, and Sweets:

- a. Include traditional meal accompaniments as appropriate; e.g., condiments, spreads, garnished. Examples include mustard and/or mayonnaise with a meat sandwich, tartar sauce with fish, and salad dressing with tossed salad.
- b. Fats used in food preparation and which are served should be limited. Fats should be from primary vegetable sources and in liquid or soft (spreadable) form that are lower in hydrogenated fat, saturated fat, and cholesterol. The use of butter or fortified margarine, either in the cooking of the vegetables or as a spread for the bread, is optional because of the emphasis on reducing fat content of the meals.

Desserts:

- a. Preferred desserts include fruit and low-fat products made with whole grains and/or low-fat milk.
- b. Pudding made with milk and/or ice cream or ice milk or frozen yogurt should be served at least once a week
- c. Baked goods such as those listed below should be limited to twice per week:
 - Cake
 - Cookie
 - Brownie
 - Pie
 - Fruit cobbler or crisp
 - Pastry/sweet bread (danish or donut)
- d. Serving size shall conform to either a ½ cup or manufacturer's serving size or the standardized recipe's serving size.

Computer-Assisted Nutrient Analysis:

Computer-Assisted Nutrient Analysis Requirements

	3 meals/day 100% DRI/AI	2 meals/day 66% DRI/AI	1 meal/day 33 ¹ / ₃ % DRI/AI
Macronutrient			
Kilocalories ¹ (Kcal)	2,300	1,534	767
Protein ¹ (gm)	63	42	21
Carbohydrate ¹ ² (gm) (or 55% Kcal)	315	210	105
Fat ¹ (gm) (or 30% Kcal)	75	50	25
Macro Components			
Saturated Fat ¹ ² (gm) (or 10% Kcal)	25	16	8
Dietary Fiber ³ (gm)	20-35	13-23	7-12
Vitamins			
Vitamin A (mg)	900	600	300
Vitamin C (mg)	90	60	30
Vitamin E (mg)	15	10	5
Thiamin (mg)	1.2	.8	.4
Riboflavin (mg)	1.3	0.86	0.43
Vitamin B6 (mg)	1.7	1.2	.6
Folate (mg)	400	267	133
Minerals			
Sodium ¹ (mg)	2,400	1,600	1,000
Calcium (mg)	1,200*	800*	400*
Iron (mg)	8	5.3	2.7
Magnesium (mg)	420	280	140
Zinc (mg)	11	7.3	3.7

* The most current Dietary Reference Intake (DRIs) are used where available followed by the Adequate Intakes (AIs).

- 1 The 1989 RDAs are used when no new DRI have been established; i.e., for energy, protein, and other macronutrients.
- 2 The Food and Nutrition Board's Committee on Diet and Health recommends base intake on the percent of total calories in the diet (NCR, 1989).
- 3 The National Cancer Institute and American Dietetic Association recommend 20-35 gm dietary fiber daily (ADA, 1997).

Nutrition Provider/Programs will:

Provide special menus, where feasible and appropriate, to meet the particular dietary needs arising from the health or basic ethnic/religious requirements. A written or documented oral order shall be on record for each individual on a modified diet, and the order should be reviewed annually with the participant's physician.

Provider Qualifications:

Congregate sites shall be neat and clean, have adequate lighting and ventilation, and adhere to the applicable food safety and hygienic regulations outlined in Chapter 381, Florida Statutes, and Chapter 64E-11, Florida Administrative Code.

Dietitians/Nutritionists shall adhere to Chapter 468,509, Florida Statutes, and Chapter 64B-842, Florida Administrative Code. Nutrition consultation with a licensed and registered dietitian or someone with comparable expertise is required (as outlined in Chapters 468.509[2][a]1, [b]1, or [b]2, Florida Statutes). The Area Agency shall approve all comparable expertise candidates. These may include: a) a license dietitian; b) a person with a Bachelor's or Master's degree in the Discipline of Nutrition or Dietetics; or c) a person with a Bachelor's or Master's degree in the Discipline of Home Economics, Family and Consumers Sciences, or Human Sciences, with an emphasis on Nutrition or Dietetics.

Responsibilities of the Dietitian/Nutritionist include, but are not limited to:

- a. Monitoring of Food Service to ensure compliance with Chapter 64E-11, Florida Administrative Code.
- b. Training staff and volunteers in areas of nutrition, food service management, and sanitation.
- c. Assist in developing participant's satisfaction surveys
- d. Coordinating nutrition education.
- e. Developing food and menu standards for food service contract.
- f. Reviewing and approving menus and menu substitutions.

HOME-DELIVERED MEALS

PROGRAM FUNDING SOURCE(S): CCE, CCPE, CS, HCE, LS, OAAIIC2

DESCRIPTION:

This service is the provision of the home-delivered meal, which provides 33¹/₃ percent of the Dietary Reference Intake/Adequate Intake guidelines for males age 70+ as established by the Institute of Medicine of the National Academy of Sciences.

DELIVERY STANDARDS/SPECIAL CONDITIONS:

Menus:

Providers may develop menus using either the State menu development procedures or the computer-assisted nutrient analysis method. Nutrition projects are encouraged to enter into contracts that limit the amount of time meals shall spend in transit before they are consumed. Refer to Congregate Meals Description for menu standards.

DELIVERY STANDARDS/SPECIAL CONDITIONS:

All hot home-delivered meals for the noon meal shall be delivered no earlier than 10:30 a.m. and no later than 2:30 p.m.

More than one (1) meal may be delivered each day, provided proper storage and heating facilities are available in the home and the participant is able to consume the second meal independently or with available assistance.

All food shall be individually packaged, packed in secondary insulated food carriers, and transported immediately under conditions that will ensure temperature control during delivery and prevent contamination and spillage. Cold and hot food shall be packaged and packed separately.

Potentially hazardous foods shall be held and transported in a method that ensures hot food temperatures are 140° Fahrenheit or higher and cold food temperatures are 41° Fahrenheit or lower as defined in Chapter 64E-11, Florida Administrative Code.

When frozen meals are delivered frozen to participants, the temperature shall be a maximum of 20° Fahrenheit or the food shall be frozen solid. The nutrition provider shall ensure that:

- a. The participant or participant's caregiver has the needed equipment in the home (electricity, a stove with an oven that works, a working microwave oven, or a working toaster oven, and a freezer in which to store the meals).
- b. The participant or the participant's caregiver has both the physical and mental capability to follow cooking directions and use the equipment.

- c. The frozen meals shall be dated and clearly labeled. Instructions for storage and cooking shall be provided in large print. The importance of following the directions shall be emphasized to participants on a regular ongoing basis.
- d. Participants who may be unable to follow the instructions should not receive frozen meals in the home.

Consultation with a licensed dietitian/nutritionist is required. See list of Dietitian's/Nutritionist's responsibilities under Congregate Meal Description.

PROVIDER QUALIFICATIONS:

Meal preparation sites shall adhere to the requirements of a Public Health Department of equivalent inspection (DBPR, Chapter 509, Florida Statutes, DACS, Chapter 500, Florida Statutes, DOH Chapter 381, Florida Statutes), maintain documentation on file and shall conform to all local and State food hygiene codes (Chapter 64E-11, Florida Administrative Code).

Dietitians/Nutritionist qualifications: Refer to Congregate Meal Site Description for complete details.

RECORD KEEPING AND REPORTING REQUIREMENTS:

Unit of Service: One (1) meal.

Temperature checks shall be done at least monthly for each County. If multiple providers serve meals in a County, then each provider shall fulfill this requirement. Temperature checks shall be done on a random and rotating basis to assure that all food is served at the proper temperature. Where problems exist, more frequent monitoring is required until the problem is resolved. Documentation of these temperature checks shall be maintained by providers and monitored by the area agencies.

CIRTS REPORTING REQUIREMENTS				
PROGRAM	SERVICE	REPORTING OF SERVICES	OAA CLIENT REQUIREMENTS	MAX UNITS
CCE	HDM	MONTHLY AGGREGATE REPORTING BY CLIENT	N/A	100,000
CCPE	HDM	MONTHLY AGGREGATE REPORTING	ZERO UNIT ENTRY REQUIRED ANNUALLY	100,000
CSP	HDM	MONTHLY AGGREGATE REPORTING	ZERO UNIT ENTRY REQUIRED ANNUALLY	100,000
HCE	HDM	MONTHLY AGGREGATE REPORTING BY CLIENT	N/A	100
HCE	HDMV	MONTHLY AGGREGATE REPORTING BY CLIENT	N/A	100,000
LSP	HDM	MONTHLY AGGREGATE REPORTING	ZERO UNIT ENTRY REQUIRED ANNUALLY	100,000
NDP*	HDM	MONTHLY AGGREGATE REPORTING BY CLIENT	ZERO UNIT ENTRY REQUIRED ANNUALLY	100,000
O3C2	HDM	MONTHLY AGGREGATE REPORTING BY CLIENT	ZERO UNIT ENTRY REQUIRED ANNUALLY	10,000
O3C2	HDMP (PRIVATE PAY)	MONTHLY AGGREGATE REPORTING	ZERO UNIT ENTRY REQUIRED ANNUALLY	10,000

* Used to reconcile USDA reimbursement when funding is provided by a non-DOEA means. An example would be the United Way.

BID FORM

Business Name: _____

UP TO 1,600 OLDER AMERICANS ACT (OAA) COMPLIANT MEALS PER DAY, CONSISTING OF ANY POSSIBLE COMBINATION OF BULK HOT, INDIVIDUAL SERVING FROZEN, MULTIPLE SERVING BOXED, SHELF STABLE, AND/OR FROZEN, LUNCH OR BREAKFAST MEALS. ALL OF WHICH WILL BE ¹/₃ DRI STAND ALONE MEALS.

THE PER MEAL RATE BY TYPE OF MEAL WILL BE:

HOT BULK \$ _____ SINGLE SERVING FROZEN \$ _____

MULTIPLE MEAL FROZEN BOXED:

2 MEALS PER BOX \$ _____
 3 MEALS PER BOX \$ _____
 5 MEALS PER BOX \$ _____
 7 MEALS PER BOX \$ _____

MULTIPLE SHELF STABLE BOXED:

2 MEALS PER BOX \$ _____
 3 MEALS PER BOX \$ _____
 5 MEALS PER BOX \$ _____
 7 MEALS PER BOX \$ _____

FOR A MAXIMUM TOTAL OF:

2 MEALS PER BOX \$ _____
 3 MEALS PER BOX \$ _____
 5 MEALS PER BOX \$ _____
 7 MEALS PER BOX \$ _____

During the term of the contract, there will be times when the contractor may not furnish the required number of entrees, vegetables, desserts, condiments, etc. Therefore, an average price must be established for adjusting the monthly invoices. We realize that your cost for ground beef, roast beef, or chicken is not the same cost per pound or the same cost per serving. Take this into consideration when averaging your costs.

Submit your deductible prices in the spaces provided below:

Entrée	Vegetable	Fruits or Salads	Oleo	Dessert	Milk	Total Cost of Meal Components

I certify that this bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

(Signature of Bidder—Ink)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

Corporation:

Partnership: General Limited

Limited Liability Company (LLC):

State Registered In: _____ Year: _____

Sole Proprietorship: Owner: _____

Other: _____

Telephone: _____

Facsimile: _____

Address: _____

Date: _____, _____