

**CITY OF WEST MIAMI COMMUNITY CENTER  
901 S.W. 62nd Avenue  
West Miami Florida 33144**

**INVITATION TO BID**  
CITY BID NUMBER: 2012-CC

**TITLE: ELDERLY NUTRITION PROGRAMS**

TIME OF BID OPENING: 1:00 P.M.

DATE OF BID OPENING: July 2, 2012

The purpose of this is to establish a contract for the purchase of FOOD CATERING SERVICES FOR THE CITY OF WEST MIAMI COMMUNITY CENTER'S CONGREGATE AND HOME-DELIVERED NUTRITION PROGRAMS FOR THE ELDERLY. The contract with City option to renew for one (1) additional year.

It is the intent of the City of West Miami, (hereafter referred to as the Agency) to secure a contract for the purchase of approximately 105 Congregate Meals a day (with actual variances of 75-135 ordered daily), Monday through Friday, excluding holidays to the City of West Miami Community Center located at 901 Southwest 62<sup>nd</sup> Avenue, West Miami, Florida. The services desired includes the purchase of approximately 150 Home-Delivered Meals a day, Monday through Saturday, including holidays with the exception of New Year's Day and Christmas Day. Sunday box lunches will be delivered on Saturdays, along with the Saturday hot meal to the individual homes or apartments of homebound residents within the geographic boundaries of approximately Southwest 42 Avenue, West to 87th Avenue and Southwest 40th Street, North to NW 7th Street. The locations for Homebound-Delivered Meals will be established daily.

Congregate Meals must be delivered between 10:15 a.m. and 11:15 a.m. Monday through Friday, with a minimum of 252 servings for the contract year. Home-Delivered Meals are to be delivered between 11:00 a.m. and 2:00 p.m. each Monday through Saturdays (to include the Sunday Meal).

The Agency reserves the right to waive informalities in this Invitation to a Bid, to reject any and all bids in whole, or in part, with or without cause. The City also reserves the right to award a contract, which in its judgment, will be to the best interest of the City of West Miami, Florida and its residents. Award will be based on unit costs, capability of the bidder, and the quality of the products and services.

Sealed bids must be submitted in duplicated and clearly marked "SEALED PROPOSAL FOR FOOD CATERING SERVICES FOR THE CITY OF WEST MIAMI COMMUNITY CENTER CONGREGATE AND HOME-DELIVERED NUTRITION PROGRAMS FOR THE

ELDERLY”, Monday July 2, 2012 before 1:00 p.m. and delivered to the Office of the City Clerk, at the City of West Miami, City Hall, 901 Southwest 62<sup>nd</sup> Avenue, West Miami, Florida 33144. Two copies of the completed bid specification proposal are required. It is required that bids be either typewritten or hand written in ink. At least one copy must contain the original signatures of the caterer’s official who is authorized to sign the proposal. Bids shall be submitted in a sealed envelope clearly marked with the Bidder’s name and return address.

The responsibility for submitting the proposal on or before the stated time and date will be solely and strictly the responsibility of the bidder. The City will in no way be responsible for delays caused by the U.S. Postal Service or by any other occurrence. In addition, the City is not liable for any costs incurred by caterers responding to this Invitation to Bid. There will be a \$20.00 fee assessed for every bid application that is requested, payable by cash or check made payable to the City of West Miami.

For purposes of this bid, “Bidder” or Contractor” is defined as a profit making organization or a non-profit corporation licensed in the State of Florida that intends to prepare food for the sale and/or distribution.

**I. GENERAL TERMS AND CONDITIONS OF INVITATION TO BID**

**A. CONDITION OF THE BID**

1. The Agency reserves the right to waive any informalities in or to reject any or all bids, or any parts of any bids, or to re-advertise for all or and part of bids, as it deems best for the interest of the Agency.
2. In case of default of the awarded bid, the Agency may procure the articles or service from other sources and charge the Bidder as liquidated damages any excess cost of damages occasioned thereby.
3. Time for completed delivery may be a factor in determining the successful bidder.
4. The successful Bidder (s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Agency. The Bidder shall not sub-contract any portion of the contract to another food service company without prior written approval of the Agency. If the Agency approves a sub-contract or assignment, the Bidder remains liable for performance of its obligations under the agreement.
5. Bid indicating price in effect at times of shipment will be considered invalid.
6. The Bidder shall be responsible for all fees, taxes, and licenses required to operate under this contract including bonding of personnel.

**B. PREPARATION AND SUBMISSION OF BID**

1. Bidders will not include Federal taxes or State of Florida sales, excise, use taxes in bid prices as the Agency is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
2. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed

to the Agency. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the title of the bid shall be placed on the outside of the envelope.

3. For purposed of bid evaluation, bidders must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

**C. REJECTION OF BIDS**

1. The Agency may reject a bid if:
  - a. The bidder fails to acknowledge receipt of an addendum, or if,
  - b. The bidder misstates or conceals any material fact in the bid, or if,
  - c. The bid does not strictly conform to the law or requirements of the bid, or if,
  - d. The bid is conditional.

**D. WITHDRAWAL OF BIDS**

1. Bids may not be withdrawn after the time and date set for the bid opening for a period of ninety (90) days.
2. Bids may be withdrawn prior to the time and date set for the bid opening. Such requests must be in writing.

**E. COMPETENCY OF BIDDERS**

1. Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing goods and/or services as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well established company in line with best business practices in the industry and as determined by the proper authorities.
2. The Contractor must provide documentation of ability and capability in providing the number of meals required to be provided.

3. The Agency may consider any evidence available regarding the financial, technical and other qualification and abilities of a Bidder, including past performances and experience, in making the award in the best interest of the Agency.

**F. AWARD OF CONTRACT**

1. Award of bid will be based on cost, capability and quality of product. Award shall be made not only on the basis of the bid price, but the perspective contractor must be capable of demonstrating excellence in the field of contractual institutional feeding and also furnish the necessary assurances, insurances, and documents called for in the specifications. Agency reserves the right to require a bidder to submit such evidence of his qualifications as it may deem necessary before awarding the contract.
2. It is and shall be understood and agreed that a contract shall be awarded and validly entered into between the Bidder and the Agency when written notice has been given the awardee by the Agency's authorized agent and that all requirements stipulated within this invitation to Bid will be strictly adhered to.
3. The BID must be approved by the Area Agency, Alliance for Aging.

**G. TERMINATION OF CONTRACT**

1. The Agency may, by written notice to the successful Agency, terminate the contract if the Bidder/Contractor has been found to have failed to perform his services in a manner satisfactory to the Agency as per specifications including delivery as specified. It is the intention of the Agency to purchase the items specified herein from a source of supply that will give prompt, convenient and proper shipment and service. Any failure of the supplier to comply with these conditions may be cause for terminating any resulting contract immediately upon written notice by the Agency. The Agency shall be sole judge of non- performance.
2. In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning which is attributable to the negligence of the Contractor, as determined by the County Health Department, the Agency shall have justification for immediate cancellation of the contract.

3. The Agency may cancel the Contract upon 30 days written notice for reasons other than cause.
4. The Contract may be terminated by the Contractor giving the Agency not less than sixty (60) days prior written notice of intention to terminate as of the date specified.
5. It is further agreed that in the event funds to finance all or part of these Nutrition Programs for the Elderly become unavailable, the obligations of each party wherein under may be terminated upon no less than twenty (20) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person. The Florida Department of Elderly Affairs shall be the final authority as to the availability of Federal of State funds.

#### **H. EMPLOYEES**

1. All employees of the Contractor (s) shall be considered to be at all times the sole employees of the Contractor under his sole direction and not an employee or agent of the Agency. The Contractor shall provide competent and physically capable employees. The Agency may require the Contractor to remove an employee it deems careless, in competent, insubordinate or otherwise objectionable and whose continued employment on the Agency properties is not in the best interest of the Agency. Each employee shall have and wear proper attire and identification.

The Contractor should have a working knowledge of the Nutrition Program for the Elderly. The Contractor shall be available to participate, upon invitation, in nutrition program activities of the Agency. Supportive personnel should be available to the Agency for menu planning, recipe modification, and other required technical assistance. The name of the person whose primary responsibility is the management of the food service contract must be provided to the Agency.

Lines of communication shall be open between the Contractor and the Agency. The Contractor shall agree to employ older workers, if possible.

#### **I. DEFAULT**

1. In the event the Contractor should fail to meet the terms of these bid

specifications in any way, or should it cease its contractual agreement prior to a termination date as notified in writing sixty (60) days before, the Contractor will be in default. In case of default of the awarded bid, the Agency may procure the articles or services from other sources and charge the Contractor for meals, supplies, and any excess cost or damages incurred. In the event that the Contractor fails to deliver any meal, meals, portion of a meal, or other food and supplies at the designated site within 45 minutes of the previously agreed upon time, or if the food is not delivered at proper temperatures or fit for human consumption, or if menu items are omitted or substituted without prior approval, or if supplies and containers are not delivered properly sealed or sanitized, the Agency may procure a meal or meals or other foods and supplies elsewhere and charge the Contractor the cost of such replacement supplies and/or meal, meals, and other food, plus the USDA cash per meal allowance and any other expenses incurred by the Agency in procuring the replacement. Should the Contractors fail to deliver meals for a consecutive three (3) day period or should any person eating meals prepared under this contract become ill as a result of food poisoning attributable to the negligence of the Contractor, as determined by the Health Department Environment Control Division, then such action shall be deemed non-performance of the contract and shall be justification for immediate cancellation of the contract.

**J. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

1. Bidders shall comply with all local, State, Federal directives, orders and laws as applicable to this bid and subsequent Contract (s). Specific reference is made to HRS Manual 140-1, Chapter 9; HRSM 55-1; Title VI and VII of the Civil Rights Act; the Americans with Disabilities Act; and section 504 of the Vocational Rehabilitation Act of 1973; Title III-C of the Older Americans Act of 1965, as amended; and any relevant regulations of the State of Florida's Department of Elder Affairs.
2. Pursuant to Civil Rights Act of 1964 and the Americans with Disabilities of 1990, all Contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and shall agree not to discrimination against as employee or applicant for employment because of race, religion, color, age, sex, national origin or place of birth, or on the basis of disability. It is expressly understood that upon proof of such discrimination, the Agency shall have the right to terminate said contract.

3. The Contractor shall supply all reports requested by the Agency, the Area Agency on Aging, the Florida Department of Elderly Affairs, the Administration on Aging, and the U.S. Department of Agriculture.
4. The Contractor shall guarantee that the meals conform to the meal pattern requirements of the Title III-C Program which also include the provision that the meals meet or exceed one-third of the RDA for adults 51 years of age or older as established by the Food and Nutrition Board of the National Academy of Science-National Research Council.
5. All meals provide each participating older individuals with a minimum of 33 1/3% of the current Dietary Reference Intake and comply with the current Dietary Guidelines for the Americans. The values required meet the nutritional needs of a moderately active 70+ female.
6. All food service contracts with profit making organizations shall have prior approval from the Alliance for Aging.

**K. ADJUSTMENT TO CONTRACT PRICE (S)**

1. The purpose of this bid is to establish a Contract for the purchase of the Agency's total needs for a period of twenty four months, from August 1, 2012 until September 30th, 2014 on an as needed when needed, where needed basis, and it is and shall be understood and agreed.
2. The prices quoted in the Contract shall remain in effect until the end of calendar year of the effective date of contract. The Agency has the option to extend the Contract for one additional years.
3. Such requested price adjustment shall in any event not exceed the percentage increase shown by the "Consumer Price Index for food, etc." published by the U.S. Department of Labor, Bureau of Statistics, for the 9th Month after commencement of the service as compared with the index on the effective date of contract. Extension of the contract is an Agency prerogative, not a right of the Contractor, such option will be exercised only when it is in the best interest of the Agency.
4. Payment to the caterer will occur in 30 days. The caterer financial records should be available for audit.

## II. MINIMUM FOOD CONTRACT SPECIFICATIONS

### A. SPECIAL CONDITION AND PROVISIONS

1. Award of bid and/or cancellation of bid and/or estimated usages in this Invitation to Bid are contingent on availability of funds.
2. Quantities stated are for bidders guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs and estimated usage for the twelve (12) months period.
3. The prices established herein shall prevail (be maximum) for the term of this Contract with the benefit of any general reduction in commodity price during said period being passed on to the Agency.
4. Bidders are required to submit as part of their bid proposal a sample of a five (5), work days with four (4) week cycle of menus. The Contractor's Dietitian attests to the fact that menus have been analyzed with computer assisted nutrient analysis method and that they are in compliance with meal specifications. (see page 16). Attestation statement is signed and attached to each menu cycle.

Menus must indicate serving sizes of all components and identify serving utensils to be used for each food item.

Upon contract award, these menus will be jointly revised by representatives of the Contractor and the Agency. The menu cycles from successful bidder(s) must be approved by the State's Department of Elderly Affairs' Nutrition Consultant, and/or the Agency's Consulting Dietitian who will address specific concerns regarding participant preferences, and be subject to necessary revisions made by same.

Said revisions must be incorporated into menu cycles and copies of corrected menus must be resubmitted to the State's Nutrition Consultant and/or the Agency's Consulting Dietitian within one week of receipt of stated corrections. Approved menu cycles may be repeated for a period of time not to exceed six (6) months and new menus must be utilized for the following six (6) months. Proposed menus must be negotiated with the Agency during a menu review meeting and menu cycles agreed upon must be submitted for review and approval at least six (6) calendar weeks prior

to their anticipated use. All menus must be approved at least four calendar weeks prior to implementation.

5. Daily menu plans and schedule of rotation of menus shall be approved by Agency's personnel charged with this responsibility. Substitutions to the approved menu cycles may not be made without prior approval by the Agency consulting nutritionist. (Substitutions must be of similar nutritional value and may not reduce the nutritional content of the meal.) A list that includes the date of substitution, the original menu items and the substitution made, must be submitted to the Agency at the end of each month. In the event a substitution is made without prior approval, the Agency will not be responsible for payment for the unapproved menu item. Likewise, any menu item omitted will not be honored by the Agency. The cost of said items shall be deducted from the bill at a rate to be determined at the time the contract is awarded. The Contractor shall provide immediate reimbursement for any out-of-pocket expenses incurred by the Agency when replacing part of or all of a meal that is not delivered or is not wholesome. Following substitution policy and procedure and list developed and approved by the program's dietician.
6. As the Agency will be closed during certain holidays, the Contractor shall supply boxed lunches at the same meal unit cost to the project, if requested. The boxed lunches shall be delivered the day before the holiday for the same number of hot meals ordered that day. In addition, up to six (6) picnic meals may be requested by the Agency annually. These meals must be requested by the Agency at least one week prior to the serving date. Box lunches and picnic menus must meet all nutrition requirements meeting one third (1/3) RDA and have the approval of the Agency's program director.
7. On any given contract year, the Agency may request up to two menus for a take-home meal of non-perishable food for emergency use. The Agency shall be responsible for requesting a non-perishable meal at least one week prior to the planned serving date.
8. The Contractor agrees to make special emergency arrangements for supplying the meals in the event of natural disasters, such as a hurricane, flood, fire, power failure and similar circumstances which would prevent the Contractor from furnishing the meals in the usual fashion.

The days that meal sites will be closed are indicated within. It is the responsibility of the Agency to notify the Contractor prior to 8:00 a.m. of a site closing due to hazardous weather. Any food already prepared will be

promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It is the responsibility of the Agency and the Contractor to provide each other with home telephone numbers for emergency use only. The Contractor shall develop and submit with the bid an emergency procedure for delivering food in the case of a truck breakdown.

9. All applicable health and sanitation requirements shall be adhered to at the food preparation site. Local, State, and Federal Program authorities must have the right to inspect the premises and request formal inspection by health officials if deemed necessary. The food preparation facility must be inspected every six (6) months by all Title III-C Agency served. Failure to comply with applicable health requirements shall result in termination of the contract. Program staff, Alliance for Aging staff and DOEA staff shall be able to inspect food preparation, packaging and storage areas at any time. The Agency shall receive copies of inspection reports of the Contractor's facilities completed by health, sanitation and safety officials within 72 hours after receipt of the above by the Contractor.
10. The caterer involved in preparing meals for Congregate and Home-Bound Delivered Nutrition Programs for the Elderly must maintain at each central kitchen a written, documented, formal sanitation program as per the Department of Elderly Affairs' issued Policy Clearance No. 10 This document is to be available for review upon request and at each Bi-Annual Inspection conducted by program staff or their representatives.
11. No salt, "Accent" or other sodium condiment may be used in the preparation of food. No added sugar may be used. The use of saturated fats must be restricted in the menu planning and meal preparation.
12. The Contractor agrees to conduct at least two surveys of the quantity and quality aspects of food at the Agency's site (s), and provide follow-up counseling and training in these areas to Agency employees at the Contractor's facility or Agency site (s), as mutually agreed upon. A minimum of one training session for all food service employees is to be provided by the Contractor on proper food handling and portion control.

The Contractor will transport all food items in their own vehicles appropriate for delivery. Food shall be packaged in equipment capable of maintaining hot food at 140° degrees Fahrenheit or higher and cold food at 41° degrees Fahrenheit or lower. Food shall be delivered in enclosed vehicles that are equipped with adequate facilities for maintaining food at

safe temperatures. An adequate number of covered carriers will be provided to contain all foods being delivered to the sites.

The Contractor shall be responsible for the operation, insurance, and maintenance of vehicles used in the delivery of food, equipment, etc.

Hot food trays are to be transferred by the Contractor to the site's warming units upon arrival, or to the door in the case of a home-delivered meal. All meals designated for delivery to homebound clients must be individually packaged in compartmental, aluminum trays with appropriate lids, then packed in secondary insulated food carriers or mobile ovens and transported immediately. Cold food items in trays and milk shall be maintained at 41°F or lower until the final site destination. The Contractor's personnel shall place cold food in refrigeration units upon delivery to the Agency's congregate meal site. All milk is to be iced down. The ice must be in a solid state at time of delivery.

All containers delivered to the congregate site must be properly labeled as to sites' name, food items enclosed, the weight of product and number of servings.

13. Food shall be delivered to nutrition sites in bulk or in pre-plated containers. It shall be packaged so that there will be a minimum of spills in the carrier. The Contractor will take any necessary measures including, but not limited to, reducing fill level, and covering pans with stretch plastic film and/or aluminum foil and metal lids to prevent spillage. Carriers will be provided by the Contractor in a size and/or quantity to contain all food delivered to the sites.
14. All serving pans shall be of disposable aluminum and/or stainless steel. If food is served in permanent type reusable trays, trays must be of a size and contain the number of compartments necessary to serve the food items in separate compartments without spillover. Any permanent ware must be sanitized daily by the Contractor. Packaged materials must be supplied in containers that may be resealable after individual items are removed. If serving utensils are provided by Contractor, they must be stainless steel and of the appropriate size necessary to maintain portion control.

If utensils are provided by the Contractor, they shall be sent to the site(s) daily and picked up daily with other portable equipment and pans. Daily cleaning and sanitizing of utensils, pans, coolers, carriers, and all other equipment provided by the Contractor shall be the responsibility of the Contractor.

15. The Contractor shall be responsible for providing the following single service supplies to both congregate and home delivered sites with the following minimum specifications.
  - 8 oz. Styrofoam cups for coffee, tea or juice for congregate meals
  - 8 oz. Styrofoam soup bowls for soups, stews, chili, etc.
  - 5 compartments, sturdy Styrofoam tray for congregate meals (in which at least 3 compartments will hold ½ cup of liquid each without spillage into other compartments.)
  - 3 or 4 compartment, aluminum tray with fitted lid for home-delivered meals
  - Plastic-ware and napkins sealed in cellophane packets to include: non-brittle heavy-duty plastic fork, spoon, and serrated knife and 3-ply napkins.
  - Condiments to include: individual packaged pepper (1/16 ounce portion), iodized salt (1/3 ounce portion), ketchup, mustard, mayonnaise, tartar sauce, relish, salad dressing, etc. will be provided when necessary to complete the meal. Vinegar shall be provided when greens are on the menu.
16. The Contractor agrees to furnish food for special occasions as scheduled by Agency after a joint discussion of food service needs and with a five (5) day advance notice.
17. The Contractor agrees to supply, at no additional cost to the Agency, monthly birthday cake, 2 ½" square per serving, per person.
19. The Contractor shall provide a traditional Thanksgiving, Christmas, and Easter meal, at no additional cost to the program, on a mutually agreed upon date.
20. The Contractor shall be flexible regarding the number of meals to be provided at each site from day to day and in the delivery locations for home-delivered meals. The Agency will notify the Contractor by 3:00 p.m. of each serving day the number of meals required for next serving day only if there is a change in the allocated number of meals to a site. This will constitute a purchase order which will cover the maximum billings for that order.

At the time the contract is awarded, the Agency will give the Contractor the names of persons who have the authority to make a change in the number of daily meals.
21. The delivery site (s) and location (s) are noted on page 1. The Contractor must adhere to a strict time schedule for delivering the Congregate hot lunches and Home-Delivered meals. Deliveries made past the stated time range are not acceptable. Written warnings will be given to the Contractor

on each occasion. After five (5) written warnings, the contract will be subject to cancellation.

22. Upon delivery of meals to each congregate locations, an authorized representative of the Agency shall sign a receipt in multiple copies evidencing receipt of such food, with two (2) copies to be retained by the Contractor and one (1) copy to be retained by Agency. The delivery of disposable supplies shall occur at mutually convenient times between the Agency and the Contractor, and the type and number of surplus supplies to be stored at the Agency's site will be mutually agreed upon.
23. The Contractor shall meet as appropriate with Agency representatives and site manager to make adjustments in the meal services so that they meet ethnic and regional preferences, seasoning and preparation preferences and variety preferences.
24. The Contractor shall keep full and accurate sales and procurement records related to sales covered by the contract. All such records shall be kept on file for a minimum of three (3) years after the end of the Federal fiscal year to which they pertain or any other period which the Area Agency on Aging may from time to time designate. The Contractor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place.
25. The Contractor shall bill the Agency at the end of each month. Payment shall be made monthly within forty five (45) days of invoice receipt unless Title funding is unavoidably delayed.
26. The Contractor agrees (in the event USDA foods become available) to accept and use, to the maximum extend possible, donated foods from the U.S. Department of Agriculture and to conform with all requirements of the USDA, the State of Florida, or any other regulatory body regarding the use, handling, records, and storage of donated food.
27. All food served shall be from an approval source. When delivered to the nutrition sites (both congregate and client's home), the food shall be wholesome and of good quality. All raw food used in the preparation of meals for the Agency shall be of high quality and meet any required standards. No home prepared or home canned food shall be used in the preparation of these meals.
28. No equipment will be furnished or maintained by the Agency in the provision of meals; therefore, the Contractor shall supply and maintain

approved automotive vehicles, insulated containers and other appropriate equipment, service ware, cups, straws, napkins, accessories and condiments appropriate for the storage, preparation, delivery and serving of hot and cold foods, abiding by all safety measures and sanitary practices in handling operations. The Contractor shall replace damaged equipment.

**B. BONDING REQUIREMENTS**

1. All bids submitted to the Agency shall be accompanied by a bid bond in the amount of five percent (5%) of the bid amount. The failure to submit the required bond with the actual bid shall constitute sufficient cause to invalidate bid.

Bid bonds submitted by all unsuccessful bidders shall be returned within twenty (20) days of the bid award. If the successful bidder fails to execute an appropriate contract with the Agency and provide all further bonds, insurance certificated and other required documentation within ten (10) days from the bid award (or from receipt of the agency contract, whichever is greater) the Agency shall have just cause to annul the bid award and forfeit the successful bidder's bond to the Agency.

The forfeiture of any bid bond shall not constitute a penalty, but shall serve to compensate the Agency for the damage it sustained in having to annul the bid award. While it is acknowledge that the Agency's damages in this regard are substantial, irreparable, and difficult to ascertain, the forfeited bid bond shall constitute the full liquidated damages due to the agency.

If a bid award is annulled and the bid bond forfeited, the Agency may then, in its Sole and exclusive discretion, award the bid to the next lowest responsible bidder or reject all other bids.

Any successful bidder shall receive the returns of its bid bond within twenty (20) days following its execution of an appropriate contract with the Agency and its submission of all further bonds, insurance certificates and other documentation required by the Agency's bid specifications.

2. **PERFORMANCE BOND** the successful bidder shall be required to provide the Agency with an acceptable performance bond in the amount of 100% of the contract amount. This bond shall be submitted to the City at the same time that the successful bidder executed its contract with the Agency.

It is specifically understood and agreed that the performance bond shall constitute an absolute guaranty to the Agency that the successful bidder will satisfactorily

complete all work and services required by its contract with the Agency. This bond shall remain in full force and effect during the entire contract period with the Agency and at least until one year after the date when the final payment becomes due. If the bond is written on an annual coverage basis, it must be renewed no later than thirty (30) days prior to its annual termination date.

The successful bidder's failure to submit the required performance bond by the time it executes its contract with the Agency shall constitute sufficient cause to Annul the bid award.

3. **FORM OF BONDS** the Agency specifically reserves the right to approve, in its sole and exclusive discretion, the form and content of all required bonds. All bonds shall have as the surety thereon only such surety company as is acceptable to the Agency, in its sole and exclusive discretion, and which is authorized to write Bonds of such character and amount under the laws of the State of Florida A surety company must, st least have a Best's Key Rating Guide General Policy holder's Rate of "A" or better and a Financial Category of Class "V" or better to be acceptable to the Board of Directors. The attorney in-fact or other officer who signs a bond must file such bond certified copy of his Power of Attorney authorizing him to do so.
  
  4. **ALTERNATIVE SECURITY** The Agency specifically reserves the right to approve, in its sole and exclusive forms of security such as Bank drafts, Money Orders, Irrevocable Letters of Credit, Cash Bonds, and Direct Cash Deposits when such alternatives are in the best interests of Agency. **PERSONAL OR COMPANY CHECKS ARE NOT ACCEPTABLE FORMS OF BID SECURITY.**
- C. INDEMNIFICATION AND INSURANCE**

1. The Contractor is an independent caterer and not an employee of the Agency in operating the aforementioned services. The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold the Area Agency on Aging and the Agency harmless for all claims, suits, judgements, or damages arising from the operation of the aforementioned services during the period of this agreement.

This includes, but is not limited to, any loss or damage caused by the Contractor's negligent acts or omissions, theft by the Contractor's employees or negligent acts or omissions of the Contractor's agents or

employees and any suit alleging personal injury, sickness, or disease rising out of the consumption of meals or other foods delivered to the Agency. The Contractor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the Agency when applicable, and shall pay all costs and judgements which may be issued thereon.

2. The Contractor shall furnish to the Agency certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - a. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
  - b. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to include products and complete operations liability. The Agency must be shown as an additional insured with respect to this coverage.
  - c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standards liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Insurance Carrier must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest (1991 or later) edition of Best's Insurance Guide, or its equivalent.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligations under this section or under any other section of this agreement.

### **III. MEAL SPECIFICATIONS**

Congregate and homebound menus must comply with USDA interpretations of the Dietary Guidelines for Americans 2005. Each meal must provide a minimum of 33 1/3% of the Dietary Reference Intake/Adequate Intakes (DRI's/AIs) for moderately active age 70 + females as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science if one meal is provided per day.

Nutrition providers must obtain the services of a registered dietitian whose duties include menu development, and performing the computer analysis with the appropriate software.

All the nutrient listed in the table on page 17 must be included in these computed analysis.

Calories, protein, fat, fiber, calcium, magnesium, Vitamin B-6 and Vitamin C must be provided in adequate amounts daily.

Vitamin A, B-12, zinc, magnesium, sodium and potassium may be averaged over one week. However no daily amount of sodium may exceed 1000 mg. Fortified foods may be used to meet Vitamin B12 requirements.

REQUIRED NUTRIENT VALUES FOR MEAL PLANNING AND EVALUATION

	1 Meal/day 33 1/3% DRI/AI
<b>Micronutrients</b>	
Kilocalories	600
Protein (gm)	30
20% of total	>14 grams from entree per meal
Carbohydrate (gm)	75
50% of total	
Fat (gm)	20
20-35% of total	
Saturated fat (<10% of total)	<7 grams
Cholesterol	<300 mg
Dietary Fiber	9 grams
<b>Vitamins</b>	
A from Carotenoid Sources	263 (mcg)
C (mg)	30
D (mcg)	5
E (mg)	5
Thiamine (mg)	0.40
Riboflavin (mg)	0.43
B6 (mg)	0.57
Folate (mcg)	133
B12 (mcg)	0.79
<b>Minerals</b>	
Calcium (mg)	400
Iron (mg)	2
Magnesium (mg)	123
Zinc (mg)	3
Copper (mcg)	263
<b>Electrolytes</b>	
K (mg)	1022
Sodium (mg)	<800

## APPENDIX A

### MEAL SPECIFICATIONS

#### 1. Bread and Bread Alternate Group

One serving, i.e., 1 oz serving of product. Example: 1 slice bread (1 oz each), ½ c. pasta, noodles, rice etc., ¾ ready to eat cereal, ½ c cooked cereal.

#### 2. Vegetable Group

Each meal shall contain two (2) one-half cup servings (drained volume) of different vegetables.

Fresh or frozen vegetable are preferred.

**A vitamin A-rich food (fruit or vegetable) must be served at least three times per week.**  
**A vitamin C-rich food (fruit or vegetable) must be serve daily.**

Vegetables rich in vitamin A include broccoli, carrots, red chili peppers, kale, pumpkin, spinach, sweet potatoes, ripe plantains, winter squash and all deep green leafy vegetables.

Vegetables rich in vitamin C include broccoli, brussels sprout, cabbage, cauliflower, collards, kale, sweet peppers, white potatoes, sweet potatoes, tomato juice, paste or puree.

**NOTE:** Rice, spaghetti, macaroni, grits and noodles are not vegetables, and may not be counted as such. Peas, sweet potatoes or yams may be counted as meeting either the vegetable or bread requirements, but not in both groups in the same meal. Use of raw vegetables is recommended to increase fiber intake. Each raw salad (1 cup) should contain at least three of the following Ingredients: Lettuce (any type), cabbage, tomatoes, sweet peppers, carrots, celery, spinach, cucumber.

#### 3. Fruit Group

One serving of fruit or 4 oz. of full strength fruit juice fortified with vitamin C is required daily. Vitamin A rich fruits include Apricots, cantaloupe, nectarines, fresh peaches (not canned). Vitamin C rich fruits include cantaloupe, grapefruit, oranges, strawberries, tangerines. Fresh fruits in season must be served to increase fiber intake.

Frozen or canned fruit must be packed in juice or water.

**4. Milk or Alternate**

One half-pint (8oz.) fortified skim, or low-fat milk, and/or buttermilk as specified by the Agency's consulting dietitian and/or program director.

Acceptable milk or alternates are 8oz. Fat free or low fat yogurt or 1 ½ c cottage cheese 1% fat.

**5. Meat or Alternate**

Three ounces cooked edible portion of meat or meat alternate. Meat alternates may be used occasionally for variety. No textured vegetable protein or soy protein is allowed in fresh meat recipes prepared at the production site or in pre-portioned meats. Meat alternate includes cook dried beans, peas, lentils, nuts, peanut butter or product made from these foods.

- a) Ground meat may be used in entrees no more than twice in a week.
- b) If served twice in one week, the ground meat shall be serve at least once in "solid" form, such as meat loaf, Salisbury steak, stuffed peppers, etc.

The use of cheese in addition to the daily eight ounces of milk is encourage to complete the daily requirement of 400 mg of calcium, but not on a daily basis because cheese is high in fat and sodium.

**6. Fats**

One teaspoon or equivalent of margarine or other fat. Other foods may be added to the meal to provide personal satisfaction and/or to accompany a food item of the meal.

**7. Dessert Group**

All fruits and simple desserts, such as puddings made with milk cake, pie, cookies, and similar foods are also allowed, but should be limited in frequency not to exceed the amount of fat permitted per day. This item is optional.

**8. Sodium**

No individual meal shall exceed 1000 mg of Sodium.  
Please refer to Sample Meal Pattern on the following page.

## SAMPLE MEAL PATTERN

FOOD GROUP	SERVINGS/MEAL	DAILY RECOMMENDATION
BREAD/ALTERNATE	1	6 OUNCE EQUIVALENT SERVINGS INCLUDE WHOLE GRAIN HIGH FIBER FOODS
VEGETABLE	2	2.5 CUPS (5 SERVINGS) INCLUDE DARK GREEN LEAFY, ORANGE VEGETABLES/JUICE OR COOKED DRY BEANS/PEAS
FRUIT	1	2 CUPS (4 SERVINGS) INCLUDE DEEPLY COLORED FRUIT SUCH AS ORANGES
MILK OR ALTERNATE	1	3-1 C. EQUIVALENT SERVINGS SELECT LOW FAT PRODUCTS
MEAT OR ALTERNATE	1 (3 OZ OR EQUIVALENT)	6 OUNCES EQUIVALENT
FATS	1 (1 TSP. OR EQUIVALENT)	SELECT FOODS LOWER IN FAT, SATURATED FAT AND CHOLESTEROL. LIMIT TOTAL FAT TO 30% AND SATURATED FAT 10% OF TOTAL CALORIES
DESSERT	OPTIONAL	SELECT FOODS HIGH IN WHOLE GRAINS, LOW IN FAT AND SUGAR
SODIUM		SELECT AND PREPARE FOODS WITH LESS SALT OR SODIUM

## APPENDIX B

### FOOD STANDARDS

- A. All foods used shall be in conformance with the State guidelines for menu planning and the following specifications. Foods are subject to inspection by the Agency, State Personnel and the State Department of Agriculture.
- B. The grade minimums recommended for food items are as follows:
1. **Meat** - Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking shall be of Choice grade and those for moist heat cooking shall be of Good grade or better.
  2. **Poultry and Seafood** - When served as whole pieces, poultry and seafood shall be U.S. Grade A.
  3. **Eggs** - U.S. Grade A; all eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.
  4. **Fresh Fruits and Vegetables** - Shall be a good quality (USDA #1) relatively free of bruises and defects.
  5. **Canned and Frozen Fruits and Vegetables** - When used in combination dishes, i.e., casseroles, soups, stews, gelatins, souffles, etc. Grade B or C can be used. Canned fruits, when used, should be packed in water and not heavy syrup.
  6. **Dairy Products, Cheeses** - USDA Grade A - A variety of homogenized, pasteurized skim whole milk or lowfat milk, all fortified with Vitamins A & D shall be offered.
  7. Only commercially processed, frozen or canned foods, or approved by the USDA and FDA may be used. (No food prepared, frozen or canned in the home may be use). Food from unlabeled rusty, leaking, broken containers or cans with side seam dents, rim dents or swells shall not be used.
- C. Special meals for holidays and other events unique from the regular lunch in menu selection and/or style of service shall be offered on the days agreed upon with advanced notice.
- D. Food, at all times, shall be prepared in a means that would maximize its palatability and

appearance and maintain its nutritional value. Appropriate garnishes shall be provided.

E. **Minimum Portions** (cooked weight or edible portions)

1. Eggs - 1 large egg is equivalent to 1 oz. of protein requirement.
2. Dried Beans, Peas, Lentils - ½ cup is equal to 1 oz. of protein requirements (must be used in combination with whole grain products, egg, cheese, or meat products to complete the protein).
3. Soup used as a vegetable must contain a minimum of ½ cup of vegetable (drained weight).
4. Gelatin salad used as a fruit and/or vegetable must contain a minimum of ½ cup of fruit and/or vegetable per serving.
5. Instant mashed potatoes utilized for the vegetable requirements must be enriched with Vitamin C.
6. All grain products used must be enriched.

**NOTE:** Combinations of protein foods can be used to serve the 3 oz. requirements.

Annery Gonzalez, City Clerk  
City of West Miami  
901 S.W. 62 Avenue  
West Miami, Florida 33144  
(305) 266-1122

**BID NO.** 2012-CC  
**OPENING:** 1:00 P.M.  
**DATE:** July 2, 2012

**INVITATION TO BID**

**-BID PROPOSAL FORM-**

**NOTE:** The City of West Miami is Exempt from all Taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate will be furnished by the City on request.

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**ISSUED BY: Annery Gonzalez, City Clerk**  
**City of West Miami, Florida**

**DATE ISSUED:**

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Sealed bids, subject to the terms and conditions of this Invitation to Bid and the accompanying Bid Proposal and such other data as is attached or incorporated by reference, will be received at the office of the Director of Purchasing at the address shown above on behalf of the City of West Miami before 1:00 p.m. on the above stated date, and at 1:00 p.m. be publicly opened for furnishing the supplies and services described in this Bid Proposal Requirement.

FOOD CATERING SERVICES FOR THE CITY OF WEST MIAMI COMMUNITY CENTER'S CONGREGATE AND HOME-DELIVERED NUTRITION PROGRAMS FOR THE ELDERLY FOR A PERIOD OF TWENTY (24) MONTHS, BEGINNING, AUGUST 1, 2012 UNTIL SEPTEMBER 30, 2014 WITH THE CITY'S OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR ON A YEAR TO YEAR BASIS.

**THE CONTRACTOR AGREES:**

to furnish all labor, materials, supplies, supervision, transportation and services necessary to furnish and deliver Hot Lunch Meals at the designated times and manner as called for in these bid specifications for the following price:

CONGREGATE MEALS	UNIT PRICE	_____
HOME DELIVERED MEALS	UNIT PRICE	_____

FIRM NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE & ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

AUTHORIZED AGENT \_\_\_\_\_

Signature & Title

Bidder Certification: It is hereby affirmed that this bid has been made in accordance with the terms and conditions set forth and that the bidder will accept any awards made to him as a result of this bid.

APPENDIX D

DETAILED BREAKDOWN OF AVERAGE DAILY COST OF  
ITEMS IN CURRENT BID FROM CATERER

Unit Price Per Meal \$ \_\_\_\_\_

Breakdown cost of each meal (with disposables):

- 1. Meat or Alternative \$ \_\_\_\_\_
- 2. Vegetable \$ \_\_\_\_\_
- 3. Fruit \$ \_\_\_\_\_
- 4. Salad \$ \_\_\_\_\_
- 5. Bread or Substitute \$ \_\_\_\_\_
- 6. Margarine \$ \_\_\_\_\_
- 7. Dessert \$ \_\_\_\_\_
- 8. Milk \$ \_\_\_\_\_
- 9. Juice \$ \_\_\_\_\_
- 10. Disposables: \$ \_\_\_\_\_
  - a. Tray \$ \_\_\_\_\_
  - b. Cutlery \$ \_\_\_\_\_
  - c. Cup (s) \$ \_\_\_\_\_
  - d. Bowl \$ \_\_\_\_\_
  - e. Napkins \$ \_\_\_\_\_
- 11. Condiments: \$ \_\_\_\_\_
  - a. Ketchup \$ \_\_\_\_\_
  - b. Mustard \$ \_\_\_\_\_
  - c. Salt \$ \_\_\_\_\_
  - d. Salad Dressing \$ \_\_\_\_\_
  - e. Pepper \$ \_\_\_\_\_
- 12. Transportation: \$ \_\_\_\_\_
  - a. Amortization of Trucks \$ \_\_\_\_\_
  - b. Maintenance, Insurance, Depreciation \$ \_\_\_\_\_

Cost of Food Preparation \$ \_\_\_\_\_

Place Mats \$ \_\_\_\_\_

Other:

- a. Cost of Storage
- b. Indirect costs of Personnel (labor)
  - 1. Taxes
  - 2. Insurance
  - 3. Wages, Fringe Benefits
- c. Rent or Mortgage of Processing Facilities
- d. Maintenance cost of facilities
- e. Utilities (gas, water, telephone, disposal services)
- f. Facilities insurance, product liability, vehicle, public liability
- g. Other: (Please List)

\_\_\_\_\_  
\_\_\_\_\_

TOTAL \$ \_\_\_\_\_

16. Disposable Pans \$ \_\_\_\_\_

17. Other Costs of Overhead \$ \_\_\_\_\_

18. Profit \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_