

# Request for Proposal

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*Solicitation for Home Delivered Meals and Congregate Dining per the Older Americans Act of 1965, as amended and the American Rescue Plan*

**To be awarded by Neighborly Care Network  
David Lomaka  
Executive Director**

**11/3/2021**

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## PUBLIC NOTICE

Notice is hereby given that Neighborly Care Network shall release Request for Proposal documents on November 3, 2021, via our website [www.neighborly.org](http://www.neighborly.org), seeking Caterers to deliver hot, cold, and frozen meals for home-delivered meal and congregate dining clients located Pinellas County for January 1, 2022 – December 31, 2022. It is anticipated that this contract will begin on January 1, 2022.

Proposals may be written for congregate Dining, home delivery, or both. Neighborly Care Network may award more than one Caterer contract for congregate Dining and hot and frozen/cold meal delivery to clients in portions of Pinellas County. Proposals are due to the Neighborly Care Network administrative office no later than 3:30 pm, November 24, 2021.

Neighborly Care Network expects the bidding group to be a mix of businesses and organizations that have experience preparing and delivering high-quality, nutritious meals for eligible recipients and provide quality service for the entire contract period. Proposals should demonstrate a combination of qualification and experience, quality products, quality services, creativity, innovation and responsiveness to changing demographics/preferences and emergencies, and reasonable costs.

## INTRODUCTION

Neighborly Care Network, Inc. (hereinafter, "Neighborly" or "Purchaser") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining bids from interested and qualified caterers per the terms, conditions, and specifications stated or attached. The Caterer, at a minimum, must achieve the requirements of the Detailed Scope of Work.

## BACKGROUND

Neighborly is a non-profit corporation providing nutrition services to older persons in the service area known as Pinellas County. Our mission is to improve the health, wellness, and independent living of individuals and families. The nutrition program is funded through Title IIIC-1 and IIIC-2 of the Older Americans Act of 1965, as amended, the Community Care for the Elderly Program, the Home Care for the Elderly Program, Adult and Child Food Program, Medicaid Managed Long-term Care, and other public, private, or community funds. Nutrition services include the provision of congregate meals and home delivered meals.

It is anticipated that as the Baby Boomer generation transitions into the "senior" population, they will require more individualized menu and delivery choices. While the Older American's Act has not significantly changed its meal requirements, the preferences of people eating them will alter substantially. Thus, we will need to innovate much about the way we provide this service.

## TERM OF CONTRACT

The contract term is intended to be for one year. Prices shall remain firm for the entirety of this contract. Neighborly will not accept surcharges in conjunction with this contract, and Caterers should incorporate such expenses into the pricing structure.

## AWARD CRITERIA

Neighborly shall clarify a Caterer's submittal before the bid award. Neighborly intends to award bids to the best overall quality Caterers based on price, responsiveness, experience, flexibility, and innovativeness. Neighborly will select the Caterer(s) with the best proposal as evidenced by their overall evaluation score. Neighborly shall choose one, or more than one supplier, award on a line-item basis, establish a pool for quoting, or other options that represent the best value to Neighborly and Pinellas County.

Neighborly will consider.

1. A strong preference for Caterers who have facilities in or near Pinellas County
2. Any creative and innovative method of operation that is cost-effective and improves the quality of service to the older adults of Pinellas County
3. Neighborly *may* consider separating Congregate, and Home Delivered Meal contracts under the American Rescue Plan. A caterer may decide to bid on only the Home Delivered or Congregate meals in this RFP.
4. Neighborly *may* consider breaking contracts into regional bids, i.e., south or north county. Please be clear in your proposal if you elect to bid on only regional parts of the county.

The bid award is not necessarily based on the lowest cost. The overall cost-effectiveness, service, and meal quality will be integral to the bid review process. Neighborly staff will taste meals to judge meal quality.

**Caterers may bid in whole or in part for the requested programs. All discussions and documents of insurance should pertain to the Caterer's facilities and staffing.**

## DETAILED SCOPE OF WORK

Neighborly intends to purchase approximately 105,000 meals to be served as a hot or chilled, noontime or evening meal, Monday through Friday, frozen meals on the weekends and evenings, or frozen meals delivered weekly or biweekly. Caterers may refer to the DOEA Handbook on Menu Review, Purchasing, and Preparation for further details.

### ***TIME FRAME***

The contract will be awarded for 12 months beginning January 1, 2022, and ending December 31, 2022. On a daily or weekly basis, the Caterer will deliver to Neighborly locations, Monday through Friday. These quantities are estimates, and additional meals may be requested should funding become available. The Caterer may be required to supply meals to different delivery sites during the contract period. In addition, if necessary, existing sites may be relocated, or days of operation changed during the year.

### ***DELIVERY***

## ORDERS

Meals are ordered by 10:00 am the previous business day. Changes or cancellations are sent by 2:00 pm the previous business day.

## SCHEDULE

Meals are to be served five days per week, Monday through Friday, with the holiday schedule, emergency, or other scheduled closures being the only adjustments. Caterers shall provide a "holiday" meal for scheduled holidays as requested by the Nutrition Program. Meals are served to clients between 11:30 am-12:00 pm at congregate locations and between 10:30 am and 2:30 pm for home delivered meals.

Meals shall be delivered to congregate or home delivered meals sites, Monday through Friday, between 8:30 am-9:30 am. Meals must arrive no later than 45 minutes before home delivered serving time (10:30 am) and 30 minutes before congregate dining (11:45 am - 12:00 pm), unless specified by the Nutrition Program. The time from food packaging to delivery may not exceed four hours.

Meals will not be delivered on Saturdays, Sundays, or days upon which the following holidays fall:

1. New Year's Day
2. Martin Luther King Jr Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

The holiday schedule is subject to change. The Caterer shall, if requested, deliver an extra pre-packaged chilled, frozen meal, or shelf-stable meal, as specified for participants to consume on the holiday closure.

## TRANSPORTATION

The Caterer shall have vehicles and equipment capable of holding food at the required food-safe temperatures and are clean and well maintained.

## DELIVERY SITES

This table is a summary of delivery sites, serving times, and their estimated meals per day.

<b>SITE/CENTER LIST</b>			
<b><u>SITE</u></b>	<b><u>ADDRESS, COORDINATOR, FOOD AIDE</u></b>	<b><u>SERVING TIME</u></b> <b><u>Congregate/HD</u></b> <b><u>M</u></b>	<b><u>HOURS</u></b>
<b>CLM</b>	<b>CRYSTAL LAKES MANOR</b>	12:00	<b>8:30- 2:30</b>
	4100 62nd Ave N., Pinellas Park 33781	<b>50/220</b>	

<b>DAD</b>	<b>ENOCH DAVIS CENTER</b>	12:00	<b>8:30-2:30</b>
	1111 18th Ave S., St. Petersburg 33705	<b>20/85</b>	
<b>EDC*</b>	<b>EVERGREEN DAY CENTER</b>	12:00	<b>7:30-4:30</b>
	13945 Evergreen Ave, Clearwater, FL 33762	<b>Congregate 30</b>	
<b>GFP</b>	<b>GULFPORT MULTIPURPOSE CENTER</b>	11:45	<b>8:30-2:30</b>
	5501 27th Ave S., Gulfport 33707	<b>40/90</b>	
<b>LAD*</b>	<b>LARGO DAY CENTER</b>	11:45	<b>7:30-4:30</b>
	11095 131st St, Largo 33774	<b>Congregate 20</b>	
<b>NGR</b>	<b>NORTH GREENWOOD RECREATION AND AQUATIC COMPLEX</b>	12:00	<b>8:30-2:30</b>
	900 North Martin Luther King Jr. Avenue, Clearwater, FL 33755	<b>20/120</b>	
<b>NHC</b>	<b>NEW HOPE CHURCH</b>	12:00	<b>8:30-2:30</b>
	11025 131st St N, Largo, FL 33774	15/200	
<b>PHD</b>	<b>PALM HARBOR</b>	12:00	<b>8:30-2:30</b>
	1700 Klosterman Rd, Palm Harbor, FL 34683	<b>15/50</b>	
<b>PLV</b>	<b>PALM LAKE VILLAGE</b>	12:00	<b>8:30-2:30</b>
	1515 County Rd 1, Dunedin, FL 34698	<b>20/65</b>	
<b>SFH</b>	<b>FIRST PRESBYTERIAN CHURCH</b>	10:30	<b>8:30-2:30</b>
	255 5th Ave S, Safety Harbor, FL 34695	<b>HDM 60</b>	
<b>SHDC*</b>	<b>SUNNY HARBOR DAY CENTER</b>	12:00	<b>7:30-4:30</b>
	1015 Omaha Circle, Palm Harbor, FL 34683	<b>Congregate 20</b>	
<b>SUN</b>	<b>SUNSHINE CENTER</b>	11:45	<b>8:30-2:30</b>
	330 5th Street North, St. Petersburg, 33701	<b>40/85</b>	

Estimated Meal Numbers for Congregate Dining in one year

Meal Type	Count
Lunch (hot or cold) or holiday	42,000

Estimated Meal Numbers for Home Delivered Meals in one year

Meal Type	Count
Lunch (hot or cold), frozen, weekend or holiday	63,000

About 30% of our clients receive frozen meal packs, and 25% receive frozen weekend meals.

The number of participants, nutrition sites, or home delivered meals routes may change throughout the year. The numbers provided are estimates for planning purposes only. The daily participation varies. Funding changes may require drastic increases or decreases in participation levels and the number of meals per site.

#### CONTAINERS AND DELIVERY

Meals shall be plated in containers that can be warmed in a conventional or microwave oven. Meals and their components shall be tightly sealed and should not leak. All meals and components should be dated and clearly labeled or come with paperwork indicating the date and meal. Instructions for storage and cooking should be in large print.

Milk and juice should be in individual serving cups or cartons. Side items like fruits cups, gelatins, and puddings are pre-cupped in individual servings in containers with lids. Baked desserts are pre-portioned and individually packaged unless requested to be kept whole. Fresh fruit may be left whole and unwrapped.

**All food shall be held in containers that maintain the required temperatures and protect the integrity of the meal during transport. Neighborly will not pay for meals that cannot be served to clients due to improper holding temperatures or poor quality.**

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

1. Equipment to maintain foods at required temperatures
2. Heated transport units, insulated containers, warming units, or refrigerated trucks for maintaining the required temperature of food during holding and delivery
3. Vehicles to deliver meals from the Caterer to the congregate sites and home delivery meal distribution points.
4. Disposable utensils and napkins for the congregate clients

The Caterer shall clean equipment daily and maintain it in good working order. Equipment deemed damaged and not meeting sanitary requirements shall be replaced or repaired at the Caterer's expense. Neighborly will inspect the Caterer's equipment daily.

**Food transported to sites may not be held on delivery vehicles for longer than 3 hours from loading to final delivery.** The Caterer shall provide a driver capable of unloading and loading the delivery trucks and delivering the food into the dining sites. The food caterer must pick up equipment during the program hours. Every effort must be made to pick up the equipment the same day it was delivered.

## MENU

Menus shall be written per Department of Elder Affairs (DOEA) or Adult Care Food Program (ACFP) (only for Adult Day Centers) standards specified in the latest version of their respective handbooks. Menus and nutrient analyses should be submitted to the Nutrition Program's dietitian at least six weeks before implementation. All menus must include:

1. Name and title of the person who completed the menus
2. Name and title of the person who approved the menu
3. A statement indicating which menu development methodology the Caterer is utilizing: computer analysis or meal pattern
4. Name of menu items
5. Serving sizes of all components

Menus must comply with the most recent Dietary Guidelines for Americans and provide 1/3 daily DRI (Dietary Reference Intake) for moderately active females, age 70 years or older, as established by the Food and Nutrition Board of the National Academy of Sciences. The Caterer shall prepare an additional menu that complies with the regulations of the ACFP Program at the same frequency as noted throughout the remainder of this RFP.

The Caterer should prepare the menus for hot and frozen meals four times yearly, or other frequency agreed upon by both parties, with direct input and planning given by Neighborly nutrition staff. A menu review meeting will occur between the Caterer and the Neighborly nutrition staff to allow for changes and conditional approval of the menus. The Neighborly dietitian will evaluate the menu for acceptability and request any revisions as needed throughout the menu cycle. During implementation, all substitutions outside of the pre-approved menu substitutions list must be approved by the nutrition service provider's registered dietitian before use.

### Hot and cold lunch or Frozen Weekend Meals

1. January 1 through March 31
2. April 1 through June 30
3. July 1 through September 30
4. October 1 through December 31

### Five- and Seven-pack Frozen Meals

5. January 1 through March 31
6. April 1 through June 30
7. July 1 through September 30

8. October 1 through December 31

## FOOD SERVICE

### *ENTRÉE*

1. Plan appealing meals for people age 60 and older
2. Provide one meatless or vegetarian entrée at least twice monthly
3. Protein
  - a. Portion size
    - i. 3 oz edible portion
    - ii. Breaded products must have at least 70% meat
    - iii. Casseroles, stews 1.5 cup, must contain 3 oz of meat or meal alternate
    - iv. Spaghetti or pasta sauce with meat 1 cup
    - v. Tofu 4 oz
  - b. Exclusive use of whole muscle meat or use of DOEA-approved vegetarian protein sources, e.g., tofu
  - c. All fish, poultry, or 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.

### *GRAIN*

- a. Portion size
  - a. minimum ½ cup cooked
  - b. bread 1 or 2 oz
- b. Use whole grains as appropriate to meet fiber requirements
- c. Whole grains should be appealing and easy to chew and swallow
- d. Rice must be tender and soft and easy to chew and swallow
- e. Baked Goods
  - a. Cakes, cookies, biscuits, bread, rolls, cornbread, muffins, and crackers shall be baked by the Caterer or purchased from a commercial bakery.
  - b. Bread products must be soft and easy to chew.
  - c. If additional bread slices for senior dining or adult day center meals are needed to complete an order, they may be placed into the open but securely tied packaging. If a commercially prepared cookie is substituted, the cookie must be wrapped.

### *VEGETABLE*

- a. Portion size – minimum ½ cup drained
- b. Vegetables must be prepared from fresh or frozen except for beets and tomato products
- c. Use seasonal produce as much as possible
- d. Mixed vegetables may not contain potatoes
- e. Use of non-starchy vegetables as much as possible
- f. Pair non-starchy vegetables with starchy sides or other starchy vegetables

### *FRUIT*

- a. Portion size – minimum one medium fresh fruit or ½ cup frozen, fresh or canned drained fruit (must be juice or water-packed)
- b. Use of seasonal fruit as much as possible
- c. Fruit should be ripe, and easy to chew options should be available

### *BEVERAGE*

- a. Each meal shall have a beverage

### *JUICE*

- a. Portion Size – minimum ½ cup pre-packed
- b. 100% fruit juice with no added sugar

### *MILK*

- c. Portion size – 8 fl oz, 1% homogenized/pasteurized milk or non-fat flavored milk
- d. DOEA- approved non-dairy beverages, lactose-free or Chocolate milk, should be available if requested

### *SALAD*

- e. Portion size
  - a. minimum ½ cup for non-lettuce salad
  - b. minimum 2 cups by volume for lettuce salads

### *CREAM/SUBSTITUTION*

1. Non-dairy creamer may be used as needed.

### *CONDIMENTS*

1. Condiments must be in individual packets.
2. Tartar sauce should accompany fish
3. Ketchup, mayonnaise, or mustard must accompany hamburgers and hot dogs
4. Every effort should be made to include appropriate condiments with meals

### *BUTTER/MARGARINE*

1. Butter is preferred over margarine
2. Butter shall be served in individual sealed containers

### *OTHER*

1. Emphasis placed on seasoning foods with spices and herbs versus salt
2. Plan a Holiday or theme meal with dessert monthly
3. Plan a cold meal, e.g., sandwich or salad meal, at least weekly
4. Neighborly shall have the authority to discontinue the use of a particular product for any reason.

**Neighborly is not required to pay for food that does not meet specifications.**

**The nutrition program will procure food from other sources at the Caterer's expense if the Caterer fails to deliver a meal or any portion of a meal that is spoiled, out of date, or otherwise inedible.**

### **Meal Type Definitions**

The following is a sample of meal type definitions. The Caterer is not limited to these definitions and is encouraged to develop something innovative that best serves the preferences of older adults today.

#### **Holiday**

Meals supplied to sites that may close for holidays or other scheduled events. Each meal or set of meals is to be assembled by the Caterer in a manner that is easy to carry home by seniors. When financially possible, these meals shall be supplied to all nutrition sites for scheduled holidays and delivered to sites on the same day as the holiday in the previous week.

### **Lunch**

Hot or cold meals for clients who eat at the Senior Cafés or for home delivery

### **Frozen**

Pre-portioned meals with all components packaged to prevent thawing, breaking of tray or seals, or other fragile food items during delivery. Meals are packaged into 5- or 7-day packs that should not weigh more than 12 pounds.

### **Weekend**

Frozen meals for home delivered clients to eat on the weekend.

### **Shelf-stable**

All rules and regulations, nutrition standards, and meal patterns shall apply to the shelf-stable meals. Shelf-stable meals are purchased for emergency meal use or as daily use by some clients who prefer to use shelf-stable rather than frozen or hot delivered meals. Boxes or bags will be used for packaging shelf-stable meals. Boxes or bags should be of sturdy quality, prohibiting liquid absorption, and easy to open. Powdered or shelf-stable (UHT) milk shall be provided with these meals.

### **Substitutions**

The Caterer shall give Neighborly at least 24 hours notice of menu substitutions. Written documentation must follow within one week of the substitution (including menu analysis). The Nutrition Program Dietitian has the right to approve or disapprove of any substitutions. Substitutions must be of the same food group and quality. Substitutions should be made on a limited basis, and a high frequency of substitutions may be grounds for termination of the contract. The Caterer must supply the substituted food items when a substitution is necessary.

### **Disposable Supplies**

The Caterer shall supply disposable utensils and napkins for congregate meals.

### ***MEAL PREPARATION***

Preparation and holding methods must preserve nutritional value and enhance meal palatability. The Caterer must limit the amount of time meals spend in transit before they are consumed. Preference will be given to the Caterer who has the shortest holding time from food preparation to delivery.

### ***FOOD SAFETY AND SANITATION***

The Caterer must comply with all federal, state, and local food safety regulations. **The Caterer must document food safety management within the facility that meets or exceeds**

**the minimum requirements of federal, state, municipal, or other agencies authorized to inspect or accredit the foodservice operation.**

**The Caterer must submit its three most recent sanitation inspection reports to the Nutrition Provider. Any high priority or significant findings on sanitation inspections require a written corrective action plan and must be submitted to the Nutrition Program for review. The Nutrition program, AAA, or Department of Elder Affairs staff have the right to inspect the Caterer's food preparation and storage areas.**

The Caterer must not have had any temporary or permanent closures, administrative complaints regarding food safety, or ten or more high priority/significant findings on sanitation inspection within the past 12 months. The inspection reports shall be sent to the AAA for further review if the Caterer has one temporary closure and/or twelve (12) high priority violations in the preceding twelve-month period. The AAA will then decide if the Caterer has taken appropriate action to ensure food safety compliance to prevent repeat violations.

The Caterer must agree to notify the Nutrition Provider immediately of any closure or Administrative Complaint related to food safety. The Caterer must agree to inform the Nutrition Provider within twenty-four (24) hours of any sanitation inspection and provide a copy of the report to the Nutrition Provider. It is not recommended that the Neighborly contracts, or subcontracts, with any Caterer who has more than one temporary closure or more than twelve (12) high priority violations in the twelve months before entering into a contract or during a twelve-month contract period.

### ***Food Temperatures***

Hot foods should arrive from the Caterer between 150°F to 180°F in heated transporters. Temperatures above 180°F degrade food quality. Neighborly will reject food if it is received below 140°F, and the Caterer will be required to replace the meals.

Cold foods shall arrive from the Caterer between 32-40°F. Neighborly will reject cold food if it is received above 41°F. Cold foods should not be frozen solid unless they are meant to be frozen, e.g., ice cream. Non-potentially hazardous food may arrive at room temperature or be chilled (no required temperature range). Appropriate methods must be used to maintain the temperature of the cold food. Frozen food should be frozen solid.

Systems for maintaining required temperatures must have the approval of the Neighborly Dietitian or Food Service Manager. Neighborly will take temperatures of food upon arrival. The Caterer will be contacted to replace the meal component(s) that do not comply with the temperature standards.

### ***Contingency Procedures***

The Caterer must develop a contingency procedure for delivering food in the case of vehicle breakdowns and hot- and cold-holding or production errors. The system must be filed with the Purchaser. The Caterer will arrange for reimbursement to the Purchaser to replace meals or meal components not delivered for any reason.

In the event, the Caterer fails to deliver any meal or other food as ordered, Neighborly may procure a meal or meals or other such food elsewhere, and charge it to the Caterer the additional cost of such replacement meal, meals or other food over and above the contract price, plus any expenses incurred by Neighborly in procuring such meal, meals or other food.

Neighborly will inspect meals periodically to determine if portion size and palatability requirements have been met. Any meal that does not meet the minimum 1/3 DRI requirement as noted in the DOEA handbook will not be reimbursed by the Area Agency on Aging. The Caterer will be required to deliver supplemental food to make up the difference in under-portioned menu items. If replenishment of the supplemental foods is not completed before the next random portion size check and a variance occurs, no meals served in the project that day will be counted by Neighborly as reimbursable meal and subsequently will not be paid for by Neighborly.

Invoices prepared by the Caterer shall accompany the food delivery and supply order to each dining site. Appropriate Neighborly staff shall sign off on the receipt of the proper meal quantity and food temperature.

## QUALITY CONTROL

Appropriate representatives of the Caterer may attend Nutrition Services Advisory Council meetings twice a year, or more frequently if necessary, to discuss meal service. The Caterer will randomly taste meals to ensure they are palatable and of good quality.

## SPECIAL EVENTS

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

## EXPERIENCE

In addition to satisfying the requirements detailed within this proposal and the precepts of public requests for proposals, the Caterer must have prior experience in providing services of a similar nature and complexity for a program of comparable size. Likewise, the Caterer must possess integrity, reliability, and other qualities to ensure quality performance.

Before the contract award, Neighborly reserves the right to require any Caterer to submit additional documentation and other evidence attesting to The Caterer's responsiveness. If, in the sole opinion of Neighborly, a Caterer is deemed to have failed regarding the submission of such substantiating documentation and evidence, and provided Neighborly has otherwise or thereby determined the Caterer to be irresponsible, Neighborly, may reject or otherwise not consider such Caterer's proposal.

# PROPOSAL INSTRUCTIONS

## CONTENT OF PROPOSAL

1. Introductory narrative
  - a. Length of time providing meal services
  - b. Description of experience in senior food service, if any
  - c. Letter of recommendation or support from current customers
  - d. Description of any failures to complete or default on a contract.
  - e. Ability to monitor and respond to current food serviced trends
  - f. Ability to innovate
  - g. Description of your company's ability to be flexible in changing meals and services as needed, including necessary time frames and processes
2. Financial statement of the Caterer reflecting the capabilities to sustain operations for the contract period.
3. Cash, certified check, cashier's check, an irrevocable letter of credit or Bid Bond.
4. Performance bond
5. Method of assurance of food quality
6. Plan for contingencies (breakdown of transportation equipment or food storage/heating equipment)
7. Location of the Caterer's current food preparation sites
8. A description of current relevant food management staff, including copies of all licenses or certifications as applicable
9. Proposed menu cycle including portion information and themed holiday meals
10. A sample and description of the three-compartment tray and seal or lid to be used for meals
11. For Home Delivered Meals, please include a one-week sample of the frozen meals as we can expect to see them (labeling, packaging, components, etc.) with a nutritional analysis.
12. For Congregate Meal Bids, Neighborly will arrange a day (TBD) for hot meals to be delivered for tasting by the Evaluation Committee.
13. Submission of one fixed cost per meal type (bid price). **Caterers are required to break down the bid price into raw food cost, labor, transportation equipment, disposable, profit, and other expenses.**
14. A clear description of the foodservice and management staff, or proposed team, including an organizational chart, will be responsible for implementing and managing the proposal in

Pinellas County. The Caterer must employ a full-time food service manager with Food Protection Certification who will devote the necessary time to executing and maintaining this contract.

15. Describe, in detail, operational systems in place or to be developed to accomplish the following tasks in the contracts being bid for:
  - a. A meal ordering and scheduling of service method;
  - b. The ability and flexibility of receiving last-minute changes in the meal order and schedule.
  - c. Describe your system of communicating with and tracking delivery personnel.
  - d. Describe your meal delivery system. Include a description of necessary vehicles and vehicle breakdown plan, equipment to be used in the contract, etc.
  - e. Describe your proposed record keeping and accountability concerning billing and payment terms for all billing to Neighborly.
  - f. A description of any additional-provided items included with the Bid that are not called for in bid specifications.
16. Neighborly will require Caterers to furnish current certificates of insurance for Worker's Compensation, Personal Injury and Property Damage Liability Insurance and Product Liability Insurance in amounts identified in the Insurance section.
  - a. Bid Bond
  - b. The Contracts section has requirements that must be adhered to by all Caterers. Please acknowledge in writing the acceptance of all parts of this proposal and that you have read the section and will comply with its requirements.
  - c. At its sole discretion, Neighborly may require personal interviews with Caterers to clarify items of their bid submission or food samples of menus. Such discussions will be for clarification purposes only and will not discuss other Caterer responses or any information that would be considered contract negotiations.

#### SELECTION PROCESS AND EVENT TIMELINE

EVENT	DATE	TIME
Issue Invitation to Bid	November 3, 2021	
Pre-submission Conference	November 10, 2021	9:00 AM
Deadline for Written Inquiry	November 10, 2021	4:30 PM
Deadline for Final Addendum	November 11, 2021	4:30 PM
Deadline for letter of intent	November 15, 2021	4:30 PM
Bid Due Date and Time*	November 24, 2021	3:30 PM
Public Opening Date and Time*	November 24, 2021	4:00 PM
Approval and Award*	December 1, 2021	

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

#### LETTERS OF INTENT

All interested caterers should submit a letter of intent indicating the desire to provide services as described for this Request for Proposal. At a minimum, the Letter of Intent will include the name of the company, location of the kitchen(s) supplying meals, and certifications that the Caterer can deliver meals contained in the request in the quantities given. **All letters of intent are due by November 15, 2021**, and should be sent to [afrankhauser@neighborly.org](mailto:afrankhauser@neighborly.org).

If less than two Letters of Intent are received, per Ch. 287, FS, the Purchaser will institute the Exceptional Purchase provisions for a single-source contract. In this case, no

response to the RFP is needed, and the Purchaser will proceed under the single source provisions of Sec. 287.057, FS. Any entity who protests the intended decision pertaining to the Exceptional Purchase, shall be required to post, at the time of filing a formal written protest, a bond in the amount equal to one percent of the estimated contract amount, pursuant to Sec. 287.042, FS.

### *QUESTIONS*

Deadline for submission of written inquiries or requests for clarifying information on the RFP are close of business November 10, 2021. Only written requests will be accepted. No verbal, telephonic, electronic, or facsimile requests will be accepted. All inquiries must be addressed to the Contact Person identified in this RFP.

A Pre-submission Conference will be held at Neighborly at 9:00-10:00 am on Friday, November 10, 2021. This Conference provides an opportunity to ask questions and seek additional clarifications. It would be helpful, for planning purposes, to forward questions to [nutrition@neighborly.org](mailto:nutrition@neighborly.org) by November 11, 2021. All questions will be answered at the Caterer's Conference.

Answers to questions or changes to RFP will be available as an addendum document. Addendum documents will be posted on our website as needed and a final addendum will be posted on November 11, 2021 by 4:30 pm. A signed copy of all addendum items posted shall be included with the final RFP proposal submission. Public Opening of Bids Sealed bids shall be opened and read aloud publicly on November 24, 2021 at 4:00 pm. The public opening shall be held at the Neighborly office located at 13945 Evergreen Ave, Clearwater, Florida 33762.

Any person requiring reasonable accommodations at the pre-conference meeting because of a disability or physical impairment should contact Neighborly at the address listed above or by calling (727) 573-9444 at least two days before the meeting.

### *SUBMISSION OF BIDS*

Sealed Bids are to be submitted on or before November 24, 2021 at 3:30 pm to:

Anita Frankhauser, Director of Nutrition  
Neighborly Care Network  
13945 Evergreen Ave, 4<sup>th</sup> Fl  
Clearwater, FL 33762

Bids are required to be submitted by US Mail, Courier Service or Personal Delivery. Bids submitted via facsimile or E-Mail will be rejected. Should the Bid be delivered in person, it will be delivered to the administrative office at the address noted above. The receptionist will ensure the Bid is logged and stamped with the appropriate date and time of delivery. A receipt can be provided to the delivery person if requested.

Caterers are to submit one original and two legible copies of their Bid. The outside of the mailing package or envelope must be marked with the following information. If the package or envelope is not properly marked and is opened in error, the Bid will be rejected.

1. The words "BID ENCLOSED"
2. "RFP-005-21 Neighborly Nutrition Services 2022"
3. Your Company's Name

## TIMELINESS OF BID SUBMITTAL

Neighborly assumes no liability for Bids received after the due date and time or at any location other than specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Bids received after the due date and time will be returned unopened and not be considered for selection. The Executive Director and Director of Operations, or their authorized representative, from Neighborly, will act as the Selection Committee to evaluate all proposals. Caterers should review and become familiar with the Event Timeline. The dates and times of each activity within the timeline may be subject to change. It is the responsibility of the Caterer to check for any changes. All changes to the timeline will be made through an addendum to this invitation to bid. The criteria listed in the evaluation section will be used to evaluate all proposals.

Proposals may be withdrawn in writing by the Caterer before the bid opening. Negligence on the part of the Caterer in preparing their proposal confers no right of withdrawal or modification of the proposal after Neighborly has officially opened such proposal. Caterers may not withdraw or modify their proposals after the appointed proposal opening time and moreover, their proposals and any bid security shall be in force for a period of one hundred eighty (180) days after the proposal opening, irrespective of whether an award has been made by Neighborly. Caterers may not assign or otherwise transfer their proposals before or after the proposal opening time.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney. Either cash, a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, submission of a *Bid Bond* completed and signed by all required parties and submitted in the format detailed herein, shall be required to accompany each proposal in a stated dollar amount which equals not less than ten percent (10%) of the sum of the computed total amount of the Caterer's proposal. Any submitted certified check, cashier's check, or an irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Neighborly and shall have all necessary documentary revenue stamps attached, if required by law. Surety on *Bid Bonds* shall be a duly authorized surety company sanctioned to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal checks are not acceptable to Neighborly.

Before submitting proposals, Caterers must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this proposal package. No pleas of ignorance of conditions or difficulties that may exist, before the Proposal Opening or of conditions or difficulties that may be encountered in the execution of the work pursuant to this proposal package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Caterer (the Caterer) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

## TAXES

For purposes of this present matter, State Sales Tax and Federal Excise Taxes cannot be included in the Caterer's proposal, as Neighborly is tax exempt. The Neighborly Executive Director will sign exemption certificates if submitted by the successful Caterer.

## PROPOSAL ERRORS

Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the Caterer. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Contract Documents will govern.

## AWARD OF CONTRACT AND REJECTION OF PROPOSAL

A contract will be awarded by Neighborly to the responsible Caterer(s) submitting the best proposal in compliance with the Project Proposal Specifications and other requirements imposed by this proposal package, provided said proposal is considered reasonable and in the best interest of Neighborly to accept. The successful Caterer(s) to whom a contract is awarded will be so notified by Neighborly at the earliest practical date. All food service contracts with profit-making organizations shall have prior approval from the AAA.

Neighborly, however, at its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of Neighborly. Neighborly, likewise, reserves the right to reject the proposal of any Caterer that has previously failed to perform properly or to complete on time, contracts of similar nature; that is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, Caterers or employees.

## APPEAL PROCEDURES

1. Persons submitting proposals may appeal the decision of the Selection Committee
2. Complaints must be submitted in writing to the agency Executive Director:  
David Lomaka, Neighborly, 13945 Evergreen Ave, Clearwater, FL 33762,  
dlomaka@neighborly.org
3. The appeal must be received within five (5) calendar days after the proposal award
4. The Executive Director will review the appeal and give a written answer to the appeal within fifteen (15) calendar days from receipt of appeal
5. The decision of the Executive Director shall be final

PROPOSAL EVALUATION FORM

PROPOSAL EVALUATION FORM					
Criteria		Rating Scale			
		1	2	3	4
1.	Detailed narrative on foodservice operation and ability to execute the contract.				
2.	Meals and delivery cost and breakdown				
3.	The reputation of the Food Service Provider for general performance				
4.	Menu variety, palatability, creativity				
5.	Quality Assurance Plan (including portion control, client acceptance),				
6.	Experience with diets and needs of the elderly				
7.	System of billing, invoicing, and accounting				
8.	Purchasing procedures, sources, storage (food and supplies)				
9.	Transportation and delivery plans/equipment/procedures				
10.	Ability and willingness to participate in Pilot Projects and service innovation				
11.	Registered/Licensed Dietitian on staff or under contract				
12.	Able to supply meals providing 33 1/3 of the DRI for (moderately active) females aged 70 and over according to bid specifications as evidenced by computer-assisted nutrient analysis.				
13.	Able to provide a replacement or shelf-stable supplemental foods according to Proposal Specifications.				
14.	Acceptability of sample menu items, food quality, taste, appearance, and packaging				
15.	Can deliver meals during specified delivery times to all meal sites Monday through Friday, except holidays				
16.	Can store and transport food to maintain the required temperature				
17.	The Caterer minimizes the length of time between food production and delivery				
18.	Agrees to permit inspection to the Caterers facilities as specified in Proposal Specifications				
19.	Food preparation will be completed as specified in the Proposal Specifications.				
20.	Can produce frozen meals as specified in Proposal Specifications.				

21.	Has adequate equipment to produce, store, and transport meals.				
22.	Documentation of specified insurance provided.				
23.	Compliance with all Federal, State, and local laws per Proposal Specifications.				
24.	Compliance with all the requirements of Title III of the OAA per Proposal Specifications.				
25.	Bid Bond				
26.	Performance Bond				
27.	Can provide four, three-month menu plans with menu choices according to Proposal Specifications.				
28.	Able to provide special holiday meals.				
29.	Can produce and distribute emergency meals per Proposal Specifications.				
30.	Can provide disposables, condiments, utensils, etc., according to Proposal Specifications.				
31.	Has experience in providing services of similar nature according to Proposal Specifications.				
32.	Records retention according to Proposal Specifications.				
33.	Able to accept email or online meal orders and/or routine communications and provide dissemination of same.				
<b>Subtotal of rating scores</b>					
<b>Total Score</b>					

**Rating Scale: 4 – Excellent, 3- Good, 2 – Fair, 1, Poor**

# NON-NEGOTIABLE CONTRACT TERMS

## INSURANCE

1. Subcontractor/Caterer shall carry a general liability policy with a minimum of \$1,000,000.00 (One Million Dollars) combined single limit. Insurance shall be in names of NEIGHBORLY including providing coverage to NEIGHBORLY, its employees, directors, officers, volunteers, and Caterer and shall comply with all requirements of Florida law.
2. To furnish NEIGHBORLY with a certificate of insurance certifying that Caterer is carrying Workers' Compensation, comprehensive (including products), bodily injury and property damage liability insurance in such amounts as are acceptable to NEIGHBORLY.
3. Unless waived in writing by NEIGHBORLY, Subcontractor/Caterer shall, within five (5) days of the execution of this contract, furnish to neighborly a security deposit or a performance bond, or other collateral acceptable to NEIGHBORLY in an amount equal to 10% of the total value of the contract covering the faithful performance of the contract and obligations arising thereunder as stipulated in any bidding requirements or specifically required in the contract on the date of the execution of the contract. Should Subcontractor/Caterer refuse or fail to deliver meals and other services required under the contract or otherwise be in material breach of the Contract, NEIGHBORLY HAS THE RIGHT TO USE THE PERFORMANCE BOND OR SECURITY DEPOSIT to pay for the cost of replacement meals for a period of thirty-two (32), commencing from the date of Subcontractor/Caterer's refusal or failure to deliver meals as required by the Contract or material breach of the contract. If NEIGHBORLY has not received a security deposit or performance bond within five (5) days of the execution of this Contract, NEIGHBORLY may, in its absolute discretion, terminate the contract or extend the time period for delivery of the security deposit or performance bond. A performance bond must be issued by a duly authorized surety sanctioned to do business in the state of Florida. An attorney-in-fact who signs the bond or other surety instrument must attach with bond or other surety instrument a certified and effectively dated copy of his or her power of attorney.
4. **AUTHORIZATION TO WITHHOLD PAYMENTS THEN DUE SUBCONTRACTOR/CATERER AT TIME OF DEFAULT**  
Should any subcontractor/Caterer, at any time during the progress of the contract, in the sole opinion of NEIGHBORLY, refuse, neglect or fail to deliver meals as required by the terms and conditions of this Contract, NEIGHBORLY shall have the right, and is hereby authorized without prejudice to any other remedy, to make good such deficiencies, to withhold payment of any unpaid balance then due subcontractor/Caterer, and to deduct the cost to NEIGHBORLY to make good such deficiencies of subcontractor/Caterer from the unpaid balance then due subcontractor/Caterer.
5. **COMPLETION BY NEIGHBORLY ON SUBCONTRACTOR'S DEFAULT**  
Since time is of the essence should any subcontractor/Caterer at any time during the progress of contract, in the sole opinion of NEIGHBORLY, refuse, neglect or fail to deliver meals as required by the terms and condition of this Contract, NEIGHBORLY shall have the right, and is hereby authorized to provide replacement meals, and said subcontractor/Caterer shall be liable to NEIGHBORLY for all resulting cost, damages and expenses incurred by NEIGHBORLY to provide said replacement meals for a period of thirty-two (32) days, commencing from the date of subcontractor/Caterer's refusal, neglect or failure to deliver meals as required by the terms and conditions of the contract.
6. The Caterer will provide evidence (before executing the contract), that the insurance specified and required to be carried by the Caterer under these articles and/or elsewhere in and by the Contract Documents by filing with the Purchaser certified copies of the

original policies thereof or standard form of certificate that said insurance shall not be lapsed, cancelled or reduced during the period of work covered thereby before first having given the Purchaser ten (10) days notice in writing of intentions to lapse, cancel, or reduce same.

7. Attention is called to the fact that all insurance companies will be authorized to do business in the State of Florida.
8. The Caterer will maintain the before mentioned insurance in full force and effect until receipt by the Caterer of final acceptance of the work by the Purchaser.
9. The Caterer shall furnish a certificate of insurance naming the Purchaser, as an insured third party on all policies.
10. Caterers must provide documentation of having liability insurance according to the following standards: Automotive Liability: \$500,000 personal injury per incident \$500,000 property damage per incident Product Liability: \$300,000 Limit Umbrella Policy: \$1,000,000

## INSPECTION

1. Authorized representatives of Neighborly, Area Agency on Aging and the 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 Neighborly.
2. Should inspection/monitoring reports by the Health Departments, AREA AGENCY ON AGING, and/or Neighborly cite violations of the sanitary code, an immediate corrective action plan must be initiated. Reoccurrence of these findings within any given period of two months after corrective action plan is executed will be considered breach of contract. The project will be compelled to take appropriate action. The Caterer must provide Neighborly with copies of all Health inspection reports within 7 days of receipt.

## FEDERAL AND STATE REGULATIONS AND STATE LICENSING STANDARDS

1. To conform to and comply with the requirements of Title III-C of the Older Americans Act of 1965, as amended; Title 45, Code of Federal Regulations, Chapter 13, Part 1321 and all amendments thereof; and the current edition of the DOEA's Programs and Services Manual and all amendments thereof; and any relevant regulations of the State of Florida.
2. To comply with all applicable accredited standards and any other standards or criteria established by the Department of Elder Affairs to assure quality of service.
3. To comply with all Federal, State and local laws and regulations governing the preparing, handling, and transporting of food; to procure and keep in effect all necessary licenses, permits, and food handlers' cards as necessary.
4. Assuring food safety to prevent food-borne illness to contaminate all meals delivered to participants. Neighborly will subject any suspicious food it deems contaminate to bacteriological testing at the Caterer's expense. Furthermore, Neighborly will intensify its inspection and monitoring visits using its full-time dietitian. CORRECTIVE ACTION PROGRAMS will be demanded for all deficiencies. Repeating deficiencies which were not fully or only partially corrected can be interpreted as breach of contract.
5. Caterers must maintain a written, documented formal sanitation program which meets or exceeds the minimum requirements of the State, Federal, municipal, or other agencies authorized to inspect or accredit the food service operation.
6. Caterers must comply with Florida State Statutes Chapter 2010-114: Level II Background

Screening and any subsequent amendments. Documentation must be available for monitoring purposes.

#### AUDIT AND RECORDS

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

#### RETENTION OF RECORDS

1. To retain all books, records, accounting records and other documents relative to this agreement for a period of six years after the date of submission of the final quarterly report of accountability for the budget year, and being cleared or resolved to the satisfaction of the Department of Elder Affairs and the Federal Government.
2. Records for non-expendable property acquired with Federal funds shall be retained for three years after its final disposition.
3. Federal auditors, the Secretary and the Comptroller General of the United States, the Department of Elder Affairs and any persons duly authorized by the Department shall have full access to, and the right to examine any said materials during said period.

#### MONITORING

4. To permit the Purchaser(s), Area Agency on Aging, the Department of Elder Affairs and Federal, State and County, personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal governments and to audit and review all records required to be maintained.
5. Such monitoring shall consist of, but not be limited to, the inspection at any time of the Caterer's food preparation, packaging and storage areas, and the food containers and automotive vehicles used in transporting prepared meals and other food to the project sites to determine the adequacy of the Caterer's food handling, cleaning, sanitation and maintenance practices. All Health Department reports must be sent to the Neighborly Nutrition Services Director.

#### CIVIL RIGHTS ACT 1964, TITLE VI AND SECTION 504

1. That there will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry, sexual orientation or national origin in its performance of this contract.
2. The Caterer shall comply with Title VI of the Civil Rights Act of 1964 (PL. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80).

3. The Caterer shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.
4. It is expressly understood that upon receipt of evidence of such discrimination Neighborly, Area Agency on Aging, the DOEA shall have the right to terminate said contract.

## INDEMNIFICATION

Subcontractor/Caterer shall indemnify, hold harmless, and defend NEIGHBORLY and the Department of Elder Affairs, and their officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any (a) breach or non-fulfillment of any provision of this Contract by Subcontractor/Caterer or its personnel; (b) any negligent or more culpable act or omission of Subcontractor/Caterer or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this contract; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Subcontractor/Caterer or its personnel (including any reckless or willful misconduct); (d) any failure by Subcontractor/Caterer or its personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this contract; (e) or any other act or omission of Subcontractor/Caterer or its personnel arising from the services provided under this contract.

## PERSONNEL REQUIREMENTS

1. Food Service Manager: Caterer must employ a full-time, local food service manager who will devote the necessary time to the execution and maintenance of this contract.
2. Insurance: To provide Workers' Compensation, property damage and bodily injury liability coverage for Caterer employees and equipment under the supervision of the project as required.
3. Participant Information Confidentiality: All information provided to the Caterer relating to participants is considered confidential. This information is not allowed to be given or used by any other organization/agency/entity. Violation of this confidentiality will be considered a breach of contract.
4. Incident Reporting: If, at any time, the Caterer's personnel witness or are involved in any incident related to the participant or the participant's property, NEIGHBORLY shall be notified immediately and an Incident Report must be filed with NEIGHBORLY within 24 hours of the incident. Any follow up information shall also be provided such as Police reports and insurance claims in which NEIGHBORLY is named.
5. Non-compete Clause: Caterer acknowledges that NEIGHBORLY is a Florida corporation engaged in the business of providing nutritional and service programs for the elder individuals in its community and that it desires to continue in the future to develop program services for its clientele. Caterer therefore agrees that Caterer will not individually perform nor directly or indirectly own, manage, operate, join, control, participate in or be connected as an officer, employee, partner or shareholder with any individual or entity who sells, or provides programs or services of programs that NEIGHBORLY develops or has developed for a period of three (3) years immediately

following the "Termination Date" of the Caterer's Contract with NEIGHBORLY. This clause is not intended to limit or restrict the Caterer's food service business within Pinellas County or any other locale but refers to the administrative functions of programs in Pinellas County which Neighborly currently operates. This includes but is not limited to the OAA, Complete Cuisine, Medicaid Waiver, Nursing Home Diversion or other insurance funded programs of Neighborly.

6. UNIFORMS: All delivery drivers must wear clean garments when making delivery. Company shirts must be worn at all times and neatly tucked in waist of pant or skirt. Improper, unclean, offensive, or otherwise inappropriate attire or unkempt personal appearance, disrespectful of the population being served is prohibited.
7. CONFIDENTIALITY AND PUBLIC COMMUNICATIONS. Except as otherwise set out in this paragraph, Confidential Information obtained through this Agreement or about NEIGHBORLY or its clients shall be protected as confidential and maintained in secrecy by the Caterer and its employees (receiving party) for the term of this Agreement, and for two (2) years following termination thereof, using the same safeguards as it uses to protect its own commercially confidential information of a similar character, but at least using reasonable care, and the receiving party shall not use or disclose in any manner to any third party any such received confidential information without the prior express written consent of NEIGHBORLY until such information becomes public.

For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

- a) Any proprietary information or intellectual property relating to NEIGHBORLY's programs and/or its processes, methodologies, systems, technologies or functionality
- b) Any information identified in writing as "Confidential Information" by either Party
- c) Any personally identifiable information about any client

Notwithstanding the foregoing, Confidential Information may be disclosed by either Party as may be required by law and legal process. In such circumstances, the releasing Party will provide the non-releasing Party with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for the non-releasing Party to object to such disclosure in accordance with law. Any public, press, media or public relations communications related in any way to the Program must in advance be coordinated with, and approved by, both Parties.

The majority of our customers are elderly and vulnerable. It is imperative that all employees understand and abide by the following DOEA regulations on Client Confidentiality:

*All recipients of funding are responsible for maintaining confidentiality of information obtained in the delivery of services. No information about an older person, or obtained from an older person by a service provider, area agency or the state agency may be disclosed in a form that identifies the person, without the informed consent of the person or of his/her legal representative, unless disclosure is required by court order, or the program monitoring by authorized federal, state, or local monitoring agencies. It should be understood by older persons that failure to provide informed consent may preclude referral to another service agency.*

Improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination of employment.

The protection of confidential business information and trade secrets are vital to the interests of the success of NEIGHBORLY. Such confidential information includes, but is not limited to, the following examples:

- compensation data
- employee or client lists
- financial information
- pending projects and proposals

All employees, volunteers, and/or subcontractors' management and staff may be required to sign a non-disclosure agreement as a condition of employment or subcontracting. Those who improperly use or disclose trade secrets, client documentation or confidential business will be subject to disciplinary action, up to and including termination of employment, termination of contract and legal action, even if they do not actually benefit from the disclosed information.

## DRUG FREE WORKPLACE

Pursuant to Section 287.087, Florida Statutes, Caterers may submit with their proposal a statement certifying that they have implemented a drug free workplace program. If two or more proposals are equal in quality, price and service, preference will be given in the award process to the Caterer who has furnished such certification with their proposal.

## PURCHASE ORDERS

Notification by NEIGHBORLY to Caterer of the number of meals to be delivered shall constitute a purchase order. Purchase orders shall be verified and shall not exceed number requested.

## PAYMENTS

Invoices will be submitted to the Purchaser's representative. Invoicing deadlines and dates will be provided at the onset of the contract. The Caterer will not charge sales tax on meals or supplies as allowable per the Purchaser's sales tax-exempt status.

## REIMBURSEMENT/CREDIT PROCEDURES

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

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

## FAILURE TO DELIVER

In the event that Caterer fails to deliver any meal(s) or other foods to the clients and/or Nutrition Sites, as agreed upon, NEIGHBORLY may request a special delivery at the Caterer's expense or may procure a meal(s) or other food elsewhere. Such purchases will be charged to the Caterer, plus any expenses incurred by NEIGHBORLY in procuring the food.

## EFFECTIVE DATE

The effective date upon which purchase of services under this contract shall begin shall be the January 1, 2022 and meal delivery will begin February 1, 2022, or sooner depending on the menu review and approval process.

This contract shall remain in force until the total funds payable are expended or until December 31, 2022 whichever occurs first.

## BID PACKAGE INCLUSION

Caterer hereby further agrees that all specifications, systems, equipment, supplies, obligations, etc., which are described in the bid package submitted to NEIGHBORLY which are not inconsistent with the specific requirements called for under this Agreement are hereby incorporated by reference as part of this Agreement as though they were specifically set forth.

## TERMINATION

1. **Termination at Will** - the contract may be terminated by either party upon no less than 180 days notice, without cause; notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. **Termination Because of Lack of Funds** - It is further agreed that in the event funds to finance the total or any part of this contract, become unavailable, the obligations of Neighborly hereunder may be terminated upon no less than 30 calendar days notice in writing to the other party. Said notice will be delivered by certified mail, telegram or in person. The Department of Elder Affairs will be the final authority as to the availability of Federal and/or State funds.
3. **Termination for Breach** - Neighborly may, by written notice or breach to the other party, terminate the whole or any part of the contract in any of the following circumstances:
  - a. If the Caterer fails to provide services in the manner specified in the bid specifications of the contract within the time specified herein; or
  - b. If the Caterer fails to perform any of the other provisions of the contract.
  - c. If the Purchaser fails to accept a meal or meals or other food duly ordered, and delivered in the condition and the terms specified by the contract.

The Caterer will have 15 days to correct any failure to abide by the contract and scope of work. If the Caterer fails to correct errors in the provision of service, the contract may be terminated upon no less than 30 calendar days. Notice will be delivered in writing, delivered by certified mail, telegram, or in person. Both parties will continue the performance of the agreement to the extent not terminated under the provisions of this clause. Waivers of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.

The above contract constitutes the entire agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this day and year before written.

By: **Duly Authorized representative of**  
***Neighborly Care Network***

**Name: David Lomaka**

**Title: Executive Director**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: **Duly Authorized representative of**

**Name:**

**Title:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_