



INVITATION TO BID – ITB-2024-01
FOOD CATERING SERVICES FOR THE CITY OF SWEETWATER
MILDRED & CLAUDE PEPPER SENIOR ACTIVITIES CENTER
DEADLINE FOR BID PACKAGE: December 26, 2024, at 2:00PM

NOTICE IS **HEREBY** GIVEN that the City of Sweetwater, Florida, ("the City") is interested in entering into a contract for services related to: food catering services (congregate, homebound, frozen and shelf stable) for the City of Sweetwater elderly center with a licensed, insured and experienced firm with at least three (3) years' of experience as an organization in serving Elderly Centers funded by LSP and/or OAA and/or NSIP funds and/or DOEA regulations overseen by the Alliance for Aging. The one (1) year contract with the City of Sweetwater will include an option to renew for two additional one (1) year periods. It is the intent of the City of Sweetwater to secure a contract for food catering services year-round Monday through Friday, excluding holidays. The City reserves the right to waive informalities in this Invitation to Bid, and 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 interests of the City of Sweetwater and its residents. Award will be based on a lowest most responsive responsible criteria. In addition, the City is not liable for any costs incurred by firms/individuals responding to this Invitation to Bid. Bid documents may be obtained solely from the Sweetwater Office of The City Clerk Effective **Date 11/25/2024**: 500 S.W. 109 Ave., 2nd Floor, Sweetwater, Florida 33174. Questions shall be made in writing only to the following email address: mafernandez@cityofsweetwater.fl.gov. **Date, 12/09/2024** is the cut-off for all questions.



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Invitation to Bid ITB-2024-01

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INVITATION TO BID PACKAGE

**TITLE: FOOD CATERING SERVICES FOR THE CITY OF SWEETWATER
MILDRED & CLAUDE PEPPER SENIOR ACTIVITIES CENTER**

**DEADLINE DATE/TIME OF BID OPENING: Thursday, December 26, 2024 at 2:00
PM**

CUTOFF FOR QUESTIONS: Monday, December 9, 2024 at 5:00PM

The purpose of this invitation to Bid package is to establish a contract for services related to: food catering services for the City of Sweetwater congregate, home-delivered and frozen meals nutrition programs for the elderly. The one (1) year contract with the City of Sweetwater will include an option to renew for two (2) additional one (1) year periods.

It is the intent of the City of Sweetwater, (hereafter referred to as the “City”) to secure a contract for the purchase of approximately 120+ congregate meals – both breakfast and lunch - a day, Monday through Friday, excluding the following holidays:

New Years Day

Martin Luther King Day

President’s Day

Memorial Day

Juneteenth

4th of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

To the following congregate meals site:

**The Claude and Mildred Pepper Senior center located 10600 SW 4th Street, Sweetwater,
Florida 33174.**



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And for the purpose of approximately 110+ Home-delivered meals a day, Monday-Friday, including holidays, with the exception of New Year's Day and Christmas Day. Please not that some eligible clients receive one (1) extra meal for the weekend, which is delivered on Fridays. Additionally – and contingent on receipt of frozen meal grant funding – delivery of 70+ weekly frozen meals for qualifying Seniors.

The locations for Home-Delivered meals will be established on an as-needed basis. The total number of serving days will be approximately 242 for the contract year.

Bidders must provide a price per meal for delivering meals at both the congregate meals site and home-delivered meals sites. The congregate meals site is mentioned above, the home-delivered meals are those meals delivered to a list of residents in the City of Sweetwater, which will be provided to the awarded bidder.

Congregate Meals (breakfast and lunch) must be delivered between 7:30 a.m. and 10:45 a.m. each weekday.

Home-Delivered Meals must be delivered between 11:00 a.m. and 2:30 p.m. each weekday.

The City reserves the right to wave informalities in this Invitation to Bid ("ITB"), and 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 interests of the City of Sweetwater and its residents. Award will be based on unit cost, capability of the bidder and the quality of the products and services.

Sealed bids must be submitted in duplicated and clearly marked "SEALED BID FOOD CATERING SERVICES FOR THE CITY OF SWEETWATER MILDRED & CLAUDE PEPPER SENIOR ACTIVITIES CENTER 2018," and delivered to the Office of The City Clerk: 500 SW 109 Ave., 2nd Floor, Sweetwater, Florida 33174. Bidders shall submit one (1) original, (4) copies and one (1) copy of the bid on a CD/or thumb drive of the completed bid are required. It is required that bids be either typed or hand written in ink. Original copy must contain the original signatures of the caterer's official who is authorized to sign the proposal. Bids shall be submitted in sealed envelopes clearly marked with the bidder's name and return address.

The responsibility for submitting the bid 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 Bid.

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



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distribution. All questions must be made **in writing** to Mariaelena Fernandez: mafernandez@cityofsweetwater.fl.gov. Cut-off for questions will be Monday, December 9, 2024.

I. GENERAL TERMS AND CONDITIONS OF INVITATION TO BID

A. CONDITION OF THE BID

1. The City 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 and/or re-bid for all or and part of bids, as it deems best for the interest of the City.
2. In case of default, non-performance or unsatisfactory performance of the awarded bid, the City may procure the articles or service from other sources, and charge the Bidder liquidated damages for 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 City. The Bidder shall not sub-contract any portion of the contract to another food service company without prior written approval of the City. If the City approves a sub-contract or assignment, the Bidder remains liable for performance of its obligations under the agreement. The Alliance must be notified prior to any further sub-contracting specifying the reason(s) and contingent on approval from the Alliance.
5. If the successful bidder fails to furnish the required performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the City of Sweetwater within fifteen (15) days after notification of award, the agency may annul the notice of award and the entire sum of the bid bond shall be forfeited to the agency.
6. Bid indicating price in effect at times of shipment will be considered invalid.
7. The Bidder shall be responsible for all fees, taxes, and licenses that are required to operate under this contract including bonding of personnel.

B. PREPARATION AND SUBMISSION OF BID



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1. Bidders will not include Federal taxes or State of Florida sales, excise, and 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 City and signed by the bidder. 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 purpose 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.
4. Bidders are solely responsible for all costs incurred in preparing bid submissions and shall not be reimbursed by the city.
5. Bidder shall submit one (1) original, four (4) copies and one (1) copy on CD/thumb drive.

C. REJECTION OF BIDS

I. The City 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 it;
- c) The bid does not strictly conform to the law or requirements of the bid, or if;
- d) The bid is conditional.
- e) Bid is submitted past the date and time stated in this bid.

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 not be withdrawn prior to the time and date set for the bid opening.

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 that 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



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period of time and have sufficient financial support, equipment and organization to ensure 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 service. The City may consider any evidence available regarding the financial, technical and other qualification and abilities of a Bidder, including past performances and experience (50%), along with cost (50%) in making the award in the best interest of the City.

3. **Bidder shall possess at least three (3) full years of experience as an organization in serving Elderly Centers funded by LSP and/or OAA and/or NSIP funds and/or DOEA regulations overseen by the Alliance for Aging.**

4. Bidder shall submit proof have been registered as a corporate entity with the State of Florida's Secretary of State.

F. AWARD OF CONTRACT

1. Award of bid will be based on lowest most responsive responsible basis taking into account cost, capability and quality of product. Award shall be made not only on the basis of the bid price, but the prospective 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. City reserves the right to require a bidder to submit such evidence of their qualifications or responsiveness or 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 awarded by the Agency's authorized agent and that all requirements stipulated within this invitation to Bid will be strictly adhered to.

G. TERMINATION OF CONTRACT

1. The City 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



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conditions may be cause for terminating any resulting contract immediately upon written notice by the City. The City 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 City shall have justification for immediate cancellation of the contract.

3. The City may cancel the Contract upon thirty (30) days' written notice for reasons other than cause.

4. The Contract may be terminated by the Contractor giving the City 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 their sole direction and not an employee or agent of the City. The Contractor shall provide competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City properties is not in the best interest of the City. Each employee shall have and wear proper attire and identification.

2. 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 City. Support personnel should be available to the City 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 City.

3. Lines of communication shall be open between the Contractor and the City. 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



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(60) days before, the Contractor will be in default. In case of default of the awarded bid, the City 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.

2. The Nutrition Program is not required to pay for any food that does not meet the proper specifications outlined in this agreement.

Moreover, the city reserves the right to take action that best furthers the interest of uninterrupted and satisfactory food service in the event of a default and/or succession.

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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 discriminate against an 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 City 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. Menus must be written in accordance with the Department of Elder Affairs Programs and Services Handbook specifications and include the name and title of the person who approves the menus.

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 one (1) year on an as-needed basis when needed, 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 City has the option to extend the Contract for two (2) additional one (1) year periods.
3. Such requested price adjustment shall be subject to the city's approval and in any event not exceed the percentage increase shown by the "Consumer Price Index for food, etc." published by



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the U.S. Department of Labor, Bureau of statistics, for the 91th Month after commencement of the service as compared with the index on the effective date of contract. Extension of the contract is an City 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 60 days. The caterer financial records should be available for audit.

I. MINIMUM FOOD CONTRACT SPECIFICATIONS

A. SPECIAL CONDITIONS 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 duration of this contract with the benefit of any general reduction in commodity price during said period being passed on to the City.

4. Bidders are required to submit as part of their bid proposal a sample of a five (5), days with four (4) week cycle of menus. The Contractor's Dietitian attests to the fact that the menus have been analyzed with **computer assisted nutrient analysis method** and that they are in compliance with meal specifications, (see page 17). Attestation Statement is signed and attached to each menu cycle.

Upon Contract award, these menus will be jointly revised by representatives of the Contractor and the Agency. The menu cycles of successful bidder(s) must be approved by the Area Agency on Aging Nutrition Consultant, and the Agency's Consulting Dietitian who will address specific concerns regarding participant preferences, and is subject to necessary revisions made by the same.

Said revisions must be incorporated into menu cycles and copies of connected menus must be resubmitted to the State's Nutrition Consultant and/or the City Consulting Dietitian within one week of receipt of stated connections. 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 City during a menu review meeting and menu cycles agreed upon must be submitted for review and approval at least six (6) weeks prior to their anticipated use.



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5. Daily menu plans and schedule of rotation of menus shall be approved by City personnel charged with this responsibility. Substitutions to the approved menu cycles may not be made without prior approval by the City 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 City at the end of each month. In the event a substitution is made without prior approval, the City will not be responsible for payment for the unapproved menu item. Likewise, any menu item omitted will not be honored by the City. 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 City when replacing part of or all of a meal that is not delivered or is not wholesome.

Additionally, the Contractor shall maintain a supply of substitution food items on-site to be used in case a substitution is necessary. The Contractor must implement a monitoring system to ensure that all substitution items are used prior to the product's expiration date, use-by date, sell-by date, or best-by date. This monitoring system should include regular inventory checks and a tracking method for each item to ensure timely usage and minimize food waste.

6. 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 City shall be responsible for requesting a non-perishable meal at least one week prior to the planned serving date.

7. 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 City 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 City 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.

8. 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 final 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, AAA staff and DOEA staff shall be able to inspect food preparation, packaging, and storage areas at any time. The City shall receive copies of inspection reports of the Contractor's facilities



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completed by health, sanitation and safety officials within 72 hours after receipt of the above by the Contractor. The Contractor is required to notify the nutrition provider immediately of any closures or administrative complaints regarding food safety; and notify the nutrition provider within 24 hours of any sanitation inspection.

9. The catering facility must provide documentation of an inspection conducted by the State regulatory authority within the past 6 months. Additionally, the Contractor must provide documentation of the three most recent food preparation inspections conducted by the State regulatory authority.

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. Additionally, the Contractor shall provide a written plan of correction for any high-priority or significant findings on sanitation inspections.

11. This document is to be available for review upon request and at each Bi-Annual Inspection conducted by program staff or their representatives.

12. 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.

13. The Contractor agrees to conduct at least two surveys of the quantity and quality aspects of food at the City site(s), and provide follow-up counseling and training in these areas to City employees at the Contractor's facility or City 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 poison control. Training documentation must be provided to the City upon request.

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.



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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 City'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 site's name, food items enclosed, the weight of product and number of servings.

14. 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. 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.

15. 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 re-sealable 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.

18. 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 y, cup of liquid each without spillage into other compartments.)



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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 knife and 3-ply napkins. Condiments to include: individual packaged pepper (1/18 ounce portion), iodized salt (113 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.

The meal pattern must also include identification of the serving utensils to be used for each food item.

17. The Contractor agrees to furnish food for special occasions as scheduled by City after a joint discussion of food service needs and with a five (5) day advance notice.

18. The Contractor agrees to supply, at no additional cost to the City, monthly birthday cake, 2\1," 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 City 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 City 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 3. 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 location, 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 City. The delivery of disposable supplies shall occur at mutually convenient times between the City and the Contractor, and the type and number of surplus supplies to be stored at the Agency's site will be mutually agreed upon.



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23. The Contractor shall meet as appropriate with City 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 City at the end of each month. Payment shall be made monthly by check within sixty (60) 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 extent possible, donated foods from the U. S. Department of Agriculture and to confirm 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 City 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.

29. The contractor must provide documentation of a food safety management program that meets or exceeds the minimum requirements of federal, state, municipal or other agencies authorized to inspect or accredit the food service operation as per DOEA Handbook, Chapter 4, p. 149. (it is not necessary to refer to policy clearance No. 10).

30. Sample of proposed packaging (napkins, home delivered meal containers, silverware, etc.) should be submitted with the bid.

31. Contractor must adhere strictly to *Menu Review and Approval process; computer nutrient analysis method* as specified on pages 119-123, Chapter 4: Older Americans Act July 2015 4-



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119 Service Requirements: Section 5—Nutrition Program Policies.

32. The Cone of Silence prohibits any communication regarding this ITB between:

- i. A potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff, the professional staff includes, but is not limited to, the Mayor and his staff;
- ii. A potential vendor, service provider, bidder, lobbyist, or consultant and the City Commissioners or their respective staffs;
- iii. A potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore.

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Contact in writing to the following email address: mafernandez@cityofsweetwater.fl.gov.

33. Transportation needing to be clean and well maintained as per Chapter 4, page 158 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

34. Vendor shall keep delivery schedules with a description of the time span between food packaging and delivery (to the extent possible not to exceed 4 hours) as per Chapter 4, page 159 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

35. Menu process to include name and titles of person completing the menus and name of person approving the menu and serving sizes of all components as per Chapter 4, page 159 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

36. Menus must be submitted to the project director at least six (6) calendar weeks in advance of implementation as per Chapter 4, page 180 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

37. Unit price for meals; Breakdown of BID price for the raw food, labor, transportation, etc. as indicated in Chapter 4, page 180 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

38. Each vendor shall provide samples of proposed packaging with the bid. Chapter 4, page 181 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

39. Sales Tax exemption applies as per Chapter 4, page 181 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.



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40. Vendor shall meet Bonding requirements as per Chapter 4, page 182 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

41. All food service contracts with profit-making organizations shall have prior approval from the AAA as per Chapter 4 page 182 of CHAPTER 4 Title III and Title VII of the Older Americans Act (OAA) handbook.

42. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

B. INDEMNIFICATION AND INSURANCE

1. The Contractor is an independent caterer and not an employee of the City in operating the aforementioned services. The Contractor shall be liable, and agree to be liable for, and shall indemnify, defend and hold the Alliance for Aging and the City of Sweetwater harmless for all claims, suits, judgments, 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 City when applicable, and shall pay all costs and judgments which may be issued thereon.

2. The successful Contractor shall furnish to the City certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below before their contract is signed:

a. 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to include products and complete operations liability. The City must be shown as an additional insured with respect to this coverage.



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c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 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.

C. MEAL SPECIFICATIONS

Congregate and homebound menus must comply with USDA interpretations of the Dietary Guidelines for Americans 2003. 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 Sciences 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 nutrients listed in the table on page 18 must be included in these computed analyses.

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 B-12 requirements.



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Contractor shall strictly adhere to Chapter 4, page 124 of the DOEA Programs and Services handbook for the amounts indicated for the micronutrients, vitamins, minerals, electrolytes etc.

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APPENDIX A

MEAL SPECIFICATIONS

Appendices A & B are, by no means, all-inclusive. Bidders are strictly responsible for following all of the contents contained in Chapter 4 Older Americans Act 2015:
<http://www.allianceforaging.org/wp-content/uploads/Chapter-4-Older-Americans-Act-2015.pdf>

1. Grains

A serving of bread is generally 1 slice (1ounce); ½ cup pasta or grain product; or 1 ounce of ready-to- eat cereal. A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended (for further and more detailed information see P. 128 Department of Elder Affairs Programs and Services Handbook, Chapter 4: Older Americans Act, 4-128, Service Requirements: Section 5—Nutrition Program Policies Menu Review and Approval: <http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>).

2. Vegetable Group

Vegetables: A serving of vegetable, including dried beans, peas, lentils, lima beans, potato, plantains, sweet potato, and corn. Fresh or frozen vegetables are preferred. Vegetables as a primary ingredient in soups, stews, casseroles or other combinations dishes should total ½ cup per serving (for further and more detailed information see Pp.130-132, Department of Elder Affairs Programs and Services Handbook, Chapter 4: Older Americans Act, Service Requirements: Section 5—Nutrition Program Policies Menu Review and Approval: <http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>).

3. Fruit Group

A serving of fruit is generally can include: Apples, Applesauce , Bananas, Cantaloupes, Grapes, Grapefruit, Fruit Cocktail, Oranges/Mandarins, Peaches, Pears, Pineapple, Strawberries, Watermelon, Dried fruit (raisins, prunes, apricots, etc.), 100% fruit juice (orange, apple, grape, grapefruit, etc.) in the amount that counts as 1 cup of fruit or Other amounts (count as ½ cup of fruit unless noted) strictly as specified in Chapter 4 of the OAA handbook (for further and more detailed information see P. 133, Department of Elder Affairs Programs and Services Handbook, Chapter 4: Older Americans Act, Service Requirements: Section 5—Nutrition Program Policies Menu Review and Approval: <http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>).



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4. Dairy

One cup low-fat, fat-free, buttermilk, low-fat chocolate milk, or lactose-free milk fortified with Vitamins A and D should be used. Milk should be served from its original container, usually 8 ounces in size. Any deviations from this policy should be submitted in writing to the AAA's qualified dietitian for approval.

2. Low-fat or fat-free milk is recommended for the general population.

3. Powdered dry milk or evaporated milk may be served at congregate meal sites, but not for the main meal except for cultural or religious reasons. Each powdered milk or evaporated milk serving size must be equivalent to one cup of milk. Powdered milk may be used with frozen home-delivered meals and emergency meals.

4. Dairy alternates may be provided in place of milk and include (for the equivalent of one cup of milk).

(for further and more detailed information see P. 134, Department of Elder Affairs Programs and Services Handbook, Chapter 4: Older Americans Act, Service Requirements: Section 5—
Nutrition Program Policies Menu Review and Approval:
<http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>).

5. Meat /Proteins

Three ounces cooked edible portion of meat or meat alternate. Meat alternate 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.

1. A one ounce serving or equivalent portion of meat, poultry or fish, may be served in combination with other high protein foods.

2. Except to meet cultural and religious preferences and for emergency meals, avoid serving dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.

3. Cooked dried beans, peas or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.



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4. Nuts and seeds may be used to meet no more than one-half of the meat alternative meal requirements, and must be appropriately combined with other meats/meat alternates to fulfill the requirement.

5. Cured meat products, such as ham, smoked or polish sausage, corned beef, dried beef, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than once a week. Bacon is not considered a meat alternate, since it provides primarily fat and sodium, and few other nutrients.

6. Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the protein intake of program clients. The recommended ratio of protein product to meat is 20:80.

7. Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternates. (for further and more detailed information see Pp. 135-137, Department of Elder Affairs Programs and Services Handbook, Chapter 4: Older Americans Act, Service Requirements: Section 5—Nutrition Program Policies Menu Review and Approval: <http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>).

6. Fats

1. Minimize use of fat in food preparation. Fats should be primarily monounsaturated and polyunsaturated vegetable oils, such as olive, peanut, corn, safflower, canola, cottonseed, and soybean oils. Eliminate use of palm oil and coconut oil in food preparation.

2. The use of butter or fortified margarine as a spread for the bread is optional because of the emphasis on reducing fat content of the meals.

7. Dessert Group

1. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients.

2. Preferred desserts include fresh, frozen or canned fruit packed in their own juice, and low-fat products made with whole grains and/or low-fat milk.

3. Pudding made with low-fat milk, low-fat ice cream, ice milk, or frozen yogurt may be served where feasible due to the increased calcium needed by the elderly.



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4. High-fat baked goods such as brownies, cakes, cobblers, cookies, pies, should be limited to once a week.

8. Sodium

Sodium: The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. Florida has a diverse population and the Nutrition Programs in the State provide culturally appropriate meals to many ethnicities. Programs that choose to provide culturally appropriate meals, but are concerned with the sodium content of the meals, may consider:

- a. Providing nutrition education on sodium.
- b. Continuing to work with the sodium content of meals, making small steps to reduce the levels of sodium over time.
 - i. Consistently placing foods that are a good source of potassium on the menus to provide maximum benefits to the seniors. Potassium rich diet blunts the effect of salt on blood pressure.
 - ii. Using low sodium version of high sodium foods when available and feasible within budget allowances.

9. Salad

Salads can contribute to the daily vegetable intake and provide essential vitamins, minerals, and fiber. They can also be a refreshing option for hydration, especially in warmer months.

A serving of salad should generally consist of 1 cup of mixed greens or vegetables, or ½ cup of hearty salads (such as those with beans or grains).

Ingredients: Salads should include a variety of colorful vegetables, such as lettuce, spinach, tomatoes, cucumbers, carrots, and bell peppers. Additional ingredients like chickpeas, lentils, or quinoa can enhance nutritional value.

Dressings: Use dressings that are low in fat and sodium, preferably made from olive oil, vinegar, or yogurt-based options. Dressings should be served on the side to allow for individual preferences.

10. Cream/Substitution

The use of lower-fat or fortified options enhances nutritional value while reducing saturated fat and calorie content.



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Serving Size: Cream or cream substitutes should be served in moderation, with a recommended portion size of 1 tablespoon.

Options: When cream is used, consider alternatives such as low-fat or non-dairy creamers, yogurt, or unsweetened plant-based milks (e.g., almond, soy, or oat milk) that can provide a similar texture with reduced fat content.

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APPENDIX B

FOOD STANDARDS

A. Food Purchasing: All food purchasing shall be transacted in accordance with DOEA policies and procedures, F.A.C. 64E-11 (Food Hygiene code), state and federal regulations and food service contract provisions.

B. Quality, Sanitation and Safety: Nutrition programs shall purchase food from sources that comply with all federal, state and local laws relating to food quality, labeling, sanitation and safety. Food shall be safe for human consumption, sound and free of spoilage, filth or contamination. Food from unlabeled, rusty, leaking, broken containers or cans with side seam dents, rim dents or swells shall not be used.

1. Food in hermetically sealed containers shall be processed in an establishment operating under appropriate regulatory authority.

2. All milk products used and served must be pasteurized. Fluid milk shall meet Grade A quality standards, as established by law.

3. All meats, poultry and shellfish shall be obtained from a source that is licensed under a state or federal regulatory program.

4. Only clean eggs with shells intact and without cracks or checks, pasteurized liquid, frozen, or dry eggs or pasteurized dry egg products shall be used with the exception of commercially prepared and packaged peeled hard-boiled eggs. Pasteurized liquid, frozen, or dry eggs or egg products shall be substituted for shell eggs in the preparation of recipes calling for uncooked eggs, such as Caesar salad, hollandaise or béarnaise sauce, noncommercial mayonnaise, eggnog, ice cream, and egg fortified beverages.

C. Commercial Processors of Food: All foods the provider purchases and uses in a nutrition program for the elderly must meet standards of quality for sanitation and safety applying to commercially processed foods.



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DEPARTMENT OF ELDER AFFAIRS PROGRAMS AND SERVICES HANDBOOK

Chapter 4: Older Americans Act

July 2015 4-145

Service Requirements: Section 5—Nutrition Program Policies Food Purchasing/Preparation Standards

D. Use of Donated Food: Nutrition programs may use contributed and discounted foods only if they meet the same standards of quality, sanitation, and safety as apply to foods purchased from commercial sources. Acceptable items include:

1. Fresh fruits and vegetables received clean and in good condition; and
2. Food collected from a food bank, which can be prepared and served before the expiration of the freshness date

E. Unacceptable Food Items: In accordance with the Florida Food Code, unacceptable items include:

1. Food that has passed its expiration date;
2. Home canned or preserved foods;
3. Food cooked or prepared in an individual home;
4. Prepackaged unpasteurized juice (including unpasteurized apple cider);
5. Any road-kill;
6. Wild game donated by hunters; and
7. Fresh or frozen fish donated by sportsmen.

F. Frozen Foods: Foods, which are frozen for later consumption by clients, must meet applicable local, state and federal standards. Equipment and methods for freezing must also meet these standards.

G. Group Food Purchasing: Providers are encouraged to participate in group food purchasing or regional or local power buying coalitions providing this method is able to efficiently and responsibly meet the cultural and/or ethnic culinary needs of congregate and home-delivered meal participants.



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Meal Cost Analysis: Calculation of the full cost of a meal is an essential food service management practice. This information is important for determining a suggested donation per meal and for informing clients of the full cost of the meal.



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PROPOSAL FORM

The undersigned hereby submits the following proposal for the following unit costs for the City of Sweetwater for ITB-2024-01 Food Catering Services for the City of Sweetwater Mildred & Claude Pepper Senior Activities Center:

Congregate Breakfast \$ _____

Congregate Lunch \$ _____

Home-Delivered \$ _____

Frozen Meals \$ _____

THIS PAGE IS MANDATORY



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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

1. He/she is of

(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Sweetwater, or the owner of the property interested in the proposed contract;

5. No member of the City Commission, or other Officers of the City of Sweetwater, or any person in the employ of the City or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I am/The Bidder is not indebted to the City of Sweetwater in any form or manner.

8. Penalties for acts of collusion and/or lying shall include, but not be limited to, debarment from the City of Sweetwater.

Signature: _____

Title: _____

Date: _____

Witness: _____