

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No:
9372-0/15

LIVING WAGE APPLIES: ___ YES ___ X NO

Requisition/Project No: RQCO1500005

TERM OF CONTRACT: 5 years with no Options-to-Renew

Requisition/Project Title: Elderly Meals Food Service

Description: The purpose of this solicitation establish a pool of pre-qualified vendors capable of providing and delivering meals to different locations in Miami-Dade County for the Elderly Food Services program for the Community Action & Human Services Department.

User Department(s): Miami-Dade County Community Action & Human Services Department

Issuing Department: Internal Services Department, Procurement Management Division

Contact Person: Claudia Portocarrero

Phone: 305-375-4252

Estimated Cost: \$10,000,000.00

Funding Source: 100% Federal Funds

ANALYSIS

Commodity/Service No: 961-15		SIC:	
Trade/Commodity/Service Opportunities			
<div style="border: 1px solid black; padding: 5px; text-align: center;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History </div>			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation: Maintain SBE Bid Preference as current contract

Signed: *Claudia Portocarrero*

Date to DBD: 08/05/15

Date Returned to DPM: _____

SECTION 2 – SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of delivering/providing Elderly Food Services for the Community Action & Human Services Department. Entry into the pre-qualification pool is not a contract between MDC and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the RTQ, enabling vendors to qualify at any time after the initial RTQ opening date.

2.2 CONFERENCE

Question period via email prior to award.

2.3 TERM

The pre-qualification pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RFQ (Request for Quote) documents. The pre-qualification pool shall expire on the last day of the last month of the five (5) year period.

2.4 QUALIFICATION CRITERIA

1. The Bidder shall provide a copy of its most current annual inspection report from the Florida Department of Health. The report must show corrective action, if applicable, where deficiencies are noted. If the report is not provided, the bidder may be considered non-responsive.
2. Bidders must provide the following documents:
 - a. Local Business Tax receipt issued by Miami-Dade County or government entity having jurisdiction where the business is located.
 - b. Copy of Food management certificate.
 - c. Copy of Department of Business and Professional Regulations certificate.
 - d. A mock sample of the label described in Section 3 paragraph 3.5.
 - e. Samples of the disposable items described in Request for Quote.
 - f. A sample of the tray, seal, label and carton described in Section 3 paragraph 3.13 & 3.14.
3. Bidders must provide two (2) references of existing customers. The references listed must be customers that are currently receiving or have recently received from the bidder catering services of at least 100 people or more. The references must include the customer's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in providing meals for the elderly program. The bidder may only use a County department as one of the required references.

This solicitation is comprised of the following groups:

Group I A - Hot Lunches to Miami Dade County Community Action Human Services Congregate Meal Sites **AND**
Group I B - Breakfast and Hot Lunches to Miami Dade County Community Action Human Services Adult Day Health Care Centers and to select Congregate Meal Sites.

Successful bidder(s) must be able to produce approximately 1000 – 1500 hot meals (breakfast and lunch) daily according to menu. Bidder must be able to transport and deliver the hot food daily, at a temperature between 140 and 150 degrees by using appropriate transportation equipment in clean trucks. Bidder should also be able to provide steam table upon request to a site. Bidder should be able to provide special diets upon request such as diabetic menu, 1600-1800 calorie, low fat, low cholesterol, low sodium, etc. The quantity requested may increase or decrease based on the need.

Bidders must submit proof of registration with the State of Florida's Department of Elder Affairs, Food and Nutrition Management Program.

Group II - Frozen Meals: Pick-up and Delivery:

Successful bidder(s) must be able to produce approximately 500 – 800 fresh meals for seven days and flash freeze without evidence of freezer burns on the food. The frozen meals must be transported in refrigerated trucks to assigned sites for delivery. The food must be frozen solid upon delivery to sites without evidence of freezer burn. The quantity requested may increase or decrease based on the need.

Group III – High Risk Boxed Meals and Field Trip boxed lunch

Successful bidder(s) must be able to produce approximately 200 – 300 boxed meals on a daily basis and deliver to sites. The boxed meal must be delivered to the sites between 35 and 40 degree temperature. The boxed meal container should be sturdy. The quantity requested may increase or decrease based on the need.

2.5 INDEMNIFICATION AND INSURANCE

Additional or revised insurance requirements may be necessary when performing work in certain County facilities that limit or restrict access. Any change or addition in insurance requirements will be detailed in the RFQ.

2.6 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.7 EXEMPTION TO CERTAIN CLAUSES

Quotes to be awarded under this RFQ may be accessed by federally funded department(s). As a federally funded department(s), certain clauses within this RFQ do not apply to that department's allocation:

Section 1 Paragraph 1.11 (Local Preferences), Section 1 Paragraph 1.28 (Office of the Inspector General), Section 1 Paragraph 1.44 (Small Business Enterprises (SBE) Measures), Section 1 Paragraph 1.36 (County User Access Program - UAP), Section 1 Paragraph 1.45 (Local Certified Service-Disabled Veteran's Business Enterprises Preference), and Section 1 Paragraph 1.47 (First Source Hiring Referral Program).

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2.9 BUSINESS SHALL BE IN MIAMI-DADE OR BROWARD COUNTIES

Bids will only be accepted from bidder(s) which have businesses located in Miami-Dade or Broward Counties.

The County reserves the right to perform an inspection of these businesses during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and functionality of the business shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final.

2.10 LICENSES, PERMITS AND FEES

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

2.11 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 of this Solicitation entitled "Technical Specifications", the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

2.12 RECYCLED MATERIALS REQUIRED

This solicitation calls for the purchase of items that specify and require a stated degree of recycled material content. Vendors are required to submit, with their initial offer, a written certification attesting that the products or items offered by the vendor contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

Recycling definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. "Recovered Materials" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.
- b. "Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

- c. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- d. "Waste Reducing Products" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

2.13 SAMPLES OF EACH SPECIFIED ITEM BID SHOULD BE SUBMITTED WITH THE PROPOSAL

Since the Bid does not list specified manufacturers and brand names as a standard for product quality, the bidder shall submit a sample of the disposable items as specified in Request for Quote, box labeling as specified in paragraph 3.5 and a sample of the tray, seal, label and carton described in paragraph 3.13 & 3.14 with its bid proposal for evaluation. Failure to meet this requirement may result in your bid being declared non-responsive. However, the County may, at its sole discretion allow bidders to submit samples during the bid evaluation period. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, with its Bid Proposal, the County may not consider the bidder's proposal for that item(s); provided however, that, in the event of a group or aggregate award, the bidder's proposal may not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Metropolitan Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to the State of Florida's Department of General Services, Division of Purchasing, Bureau of Standards Laboratory or any other certifiable laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

SUBMIT SAMPLES TO:

Department of Procurement Management

111 NW 1st Street, Suite 1300, Miami, FL 33128

Attn: Claudia Portocarrero @ 305-375-4252

2.14 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Claudia Portocarrero, at (305) 375-4252; email – porclau@miamidade.gov.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This section of the solicitation is to provide food catering services for the Miami-Dade County, Community Action and Human Services Department in accordance with the requirements outlined herein. The requirements specific to Group I A, Group I B, Group II and Group III comprise paragraph 3.1 through paragraph 3.27.

3.2 PAYMENT DISALLOWANCE

Any meals that do not adhere to the stipulated cycle menu (see Section 3 paragraph 3.9) due to missing, shortage, or unusable components not corrected before serving time by the successful bidder, will not be paid by the Miami Dade County Community Action and Human Services Department. The Miami Dade County Community Action and Human Services Department will not compensate for costs associated with alternative feeding measures.

3.3 SUBSTITUTION

Substitutions to the stipulated cycle menus (see Section 3 paragraph 3.9) may not be made without prior approval by the Miami Dade County Community Action and Human Services Department. Requests for substitutions shall be made by the vendor at least one (1) day prior to the substitution date. Deviation from the menu cycle shall be permitted only upon written authorization by the Miami Dade County Community Action and Human Services Department. When an emergency situation exists which might prevent the successful bidder from delivering a specified meal component, the bidder shall notify the Miami Dade County Community Action and Human Services Department registered dietitian immediately so that substitutions can be agreed upon. The Miami Dade County Community Action and Human Services Department reserves the right throughout the contract period to periodically suggest menu changes within the food management company's food cost. Written warnings will be given to the bidder for each infraction; however, after two (2) written warnings, the bidder may be subject to termination for cause.

3.4 TEMPERATURES OF MEALS

Group I A and Group I B: The hot food items transported by the successful bidder shall be maintained and delivered at a temperature between 140° and 150° Fahrenheit. The food should be transferred by the successful bidder to the successful bidder's warming unit upon arrival at destination.

Group II: Frozen meals shall be delivered and maintained at zero degrees (0°) and below.

Group III: Cold food items shall be delivered and maintained between 34° and 41° Fahrenheit.

3.5 TRANSPORTING AND PACKAGING OF MEALS

Group I A and Group I B: All food shall be transported in clean vehicles. All food items shall be packaged in aluminum containers with secured lids. Each container shall be labeled with the site name, portion size, total quantity, item, weight of product, day of usage, and number of servings. Failure to properly label containers as described

above will be considered as non-performance. The insulated containers used shall not be made of Styrofoam. Aladdin type thermal or cambro containers are preferred for the transportation of food. All food shall be packed in aluminum disposable containers.

3.6 STEAM TABLES

The successful bidder shall, upon request and at no additional cost to the Miami Dade Community Action and Human Services Department shall supply a steam table at each location. The steam table shall be the bidder's property. The successful bidder shall be responsible for all maintenance and repairs to the unit.

3.7 FOOD PREPARATION PLANT INSPECTIONS

All applicable health and sanitation requirements shall be adhered to at the food preparation site. Local, state, and Federal authorities must have the right to inspect the premises and request formal inspection of health officials if deemed necessary. Miami Dade Community Action and Human Services Department program staff shall be able to inspect premises at any time. All food service inspection reports shall be forwarded to the Miami Dade County Community Action and Human Services Department within 15 days of receipt, along with supporting documentation of corrective actions if required.

3.8 RECIPES

Standardized recipes shall be used to assure that all food items offered are prepared from tested recipes.

NOTE: Copies of the standardized recipes used by the Successful Bidder shall be requested at any time if the Program deems it necessary. Non-compliance with this requirement may result in termination of the contract pursuant to Section 1 Paragraph 1.26.

3.9 CYCLE MENU

A four (4) week cycle menu is attached as an example for Group I A and Group I B; Group II, and Group III. All bids shall be based on strict adherence to the menu. Bids not adhering to the cycle menu will not be considered. Menu revisions may be made every six (6) months by the Miami Dade County Community Action and Human Services Department licensed and registered dietitian.

In the event program participants are dissatisfied with the menu, Miami Dade County Community Action and Human Services Department reserves the right of flexibility in menu design.

3.10 SODIUM CONDIMENT

No salt, accent, or any other seasoning with sodium content shall be used in preparation of food.

3.11 FOOD SPECIFICATIONS

Group I A, Group I B, and Group III - The following items must be supplied as specified:

- A. Condiments needed for the meals served (i.e. salad dressing, lemon juice, mustard, ketchup, mayonnaise, etc., will be supplied by the vendor.
- B. Vegetables shall be frozen, not canned.
- C. Tossed salad shall be as indicated on menus or other items as specified on menu cycle. Salads made with mayonnaise shall arrive at 41° F temperature.
- D. Milk must be fluid, 1% low fat, pasteurized, fortified with Vitamin A and D. Milk shall be packed with ice in clean/closed thermal containers not containing cracks. The ice must be in a solid state at time of delivery. Milk shall be packaged in individual 8 ounce cartons. Cheese must be natural or processed with not more than 3.9% moisture. Cheese food is not acceptable. Yogurt must be low fat and may contain artificial sweeteners and flavors.
- E. All bread, cereal, cracker, and cookie products must be made with whole grain or enriched flour or corn meal as the primary ingredient. No trans- fat allowed.
- F. All fruits, juices, and vegetables must be USDA Grade A/Fancy. Fruits may be canned (except where fresh is indicated on menu) and must be packed in light syrup, water or natural juice. All fruit juices must be 100% full-strength and pasteurized. All juices will be packed in four (4) ounces leak proof containers. All fresh fruits will be packed in bulk containers. All fresh bananas are to be delivered one day prior green tipped.
- G. Meat, poultry, and eggs must be procured from USDA inspected facilities. Ground chuck and luncheon meats must be at least 85% lean. Luncheon meats and frankfurters (if by special request) must contain no variety meats. Chicken must be USDA Grade A and from fryers with weight of no less than two (2) pounds, 4 ounces. Chopped ham, chicken roll, and turkey roll cannot be used. Tuna must be Grade A, chunk light, packed in water and must be U.S. Government inspected. Eggs must be USDA Grade A. Fish must be Icelandic only and bear USDC and U.S. Grade A shield on packaging; batter must be crunchy type breading. Peanut butter must be made from Grade A peanuts and of a smooth, thick consistency.
- H. Margarine is to be supplied in case lots to each site for use with breads and as vegetable seasoning. Margarine must be 100% canola or canola oil combination. No trans-fat allowed.
- I. Soups shall be low in sodium.
- J. Regular coffee decaffeinated coffee, tea bags and "Cuban" styled coffee, creamer, sugar and sugar substitute will be delivered in bulk lots a month in advance by the successful bidder so that they can be prepared by the facility's staff in time for the meals. Quantities will be determined by the menus and the number of servings requested by the facilities.
- K. All dry cereals will be low in sodium, low sugar, and individually boxed. All cookies or crackers will be individually packaged in the quantity required to be served to each client.

Recipes will include other ingredients as sometimes provided by The Miami Dade County Community Action & Human Service Department Registered Dietitian such as, wheat germ, barley, dried milk, soy and other items that are required to meet the recommended daily intake of certain nutrients and fiber.

3.12 FOOD SPECIFICATIONS

Group II - The following items shall be supplied as specified:

- A. All bread, cereal, cracker and cookie products shall be made with whole grain or enriched flour or meal as the primary ingredient. Vendor is to prepare the entire weeks bread in one package per client. As part of the bid, the vendor is to describe the packaging to be used for bread packets. The packaging shall be air tight. (No trans-fat allowed).
- B. All fruits, juices and vegetables shall be USDA Grade A-fancy. Vegetables must be frozen unless otherwise indicated on menu. Fruits may be canned (except where fresh is indicated on menu) and must be packed in light syrup, water or natural juice. All fruit juices shall be enriched with Vitamin C, HP Hood, or approved equal 100% fruit juice with individual 4 oz. servings packed in plastic cups, sealed with labeled, peel-off, and foil lids. No grapefruit products will be acceptable.
- C. Desserts items may include the following: (a) fresh fruit, (b) ½ cup puddings (vanilla, chocolate, butterscotch) Rich's, or approved equal, Musselman applesauce servings (foil wrap) ½ cup, or approved equal, (d) other individual packed desserts. Vendor is to pre-pack fruit or other dessert portions in one package per client per week. As part of the bid, the bidder is to describe the packaging to be used for dessert packets. The dessert packs if not in individual cans must be in individual 4 oz. labeled plastic containers, sealed with peel off foil or cellophane lids. Bananas should be delivered green and not ripe.
- D. Milk shall be fluid, 1% low fat white milk, pasteurized with Vitamin A and D and packaged in 8 oz. cartons. Cheese must be natural or processed with not more than 3.9% moisture. Cheese food is not acceptable. Yogurt must be low fat and may contain artificial sweeteners and flavors.
- E. Meat, Poultry and eggs must be procured from USDA inspected facilities. Ground Chuck and luncheon meats must be at least 85% lean. Luncheon meats and frankfurters (if by special request) may contain beef, pork, or turkey, but no variety meats. Chicken must be USDA Grade A and from fryers with weight of no less than 2 pounds, 4 ounces. Chopped ham, chicken and turkey roll cannot be used. Tuna must be grade A, chunk light, packed in water and must be U.S. government inspected. Eggs must be USDA Grade A medium. Fish must be Icelandic only and bear USDA and U.S. Grade A shield on packaging; batter must be crunchy type breading. Peanut butter must be made from Grade A peanuts and of a smooth, thick consistency. Other protein items will include various nuts such as pecans, walnuts, almonds etc.

Recipes will include other ingredients as sometimes provided by The Miami Dade County Community Action & Human Service Department Registered Dietitian such as, wheat germ, barley, dried milk, soy and other items that are required to meet the recommended daily intake of certain nutrients and fiber.

3.13 PACKING OF FROZEN MEALS

Group II. - The delivered frozen meals will provide participants five (5) to seven (7) meals a week. All meals are to be packaged in three compartment containers that can be heated in a microwave oven. The container should be sealed completely with a clear film that is easy to peel back. Desserts, puddings and other side items must be packaged separately in sealed containers. Breads shall be packaged in clear clean plastic bags or cellophane wrapping or film.

A. For purposes of meal sanitation, the packaging surrounding the meal must remain sealed during handling. Each meal is to be sealed in material that can withstand heat of a conventional oven, toaster oven or microwave oven.

B. Label: Each meal shall be identified and appropriately labeled as to contents and directions for proper heating. (Type of print to be no smaller than Elite type and font size should be 14). Label shall withstand the heat of the microwave oven.

C. Label must be easily removable by clients.

D. Insulated Containers: Meals are to be packaged no more than 36 meals to an insulated thermal container. The outer corrugated container is to be minimum 200 pound test, sufficiently constructed to protect product and to withstand normal handling. Within the corrugated container, meals are to be packed (egg-crated) 4 meals per layer (tray) with nine layers per carton. Between each layer of meals, a corrugated insert must be added.

3.14 DATE OF PRODUCTION

Group II. - All containers of entrees are to be open-coded, so that the exact date of meal production is known. Products should be produced no more than seven (7) days before delivery to clients. Each meal must have an expiration date affixed to each (individual) meal on the label.

3.15 CONDITION OF FROZEN MEALS

Group II. - The frozen convenience foods shall have no signs of frost, freezer burn or having been defrosted. The temperature shall be at 0° or below temperature and frozen solid at the time of pick-up at the bidder's plant by County personnel or delivery by bidder.

A. Home Delivery Meals Program shall not accept damaged, opened, re-taped or soiled cases of merchandise; items within the cases shall not be damaged, opened, re-taped or soiled.

B. All meals not meeting the above specifications, whether accepted by the Miami Dade County Community Action and Human Services Department personnel at the plant, or discovered later at the time of serving, shall be rejected. The Miami Dade County Community Action and Human Services Department is not to be charged for such meals. It is the responsibility of the bidder to supply conforming replacement meals if any problems develop which makes it necessary to reject meals.

C. If the vendor fails to deliver a portion of a meal, and replacement is not made in a timely fashion, the Miami Dade County Community Action and Human Services Department will procure food from other sources at the vendor's expense.

3.16 PICK-UP MEALS

Group II. - Pick-up of frozen meals will be made by Miami Dade County Community Action and Human Services Department personnel at vendor's place of business: Monday, Tuesday, Wednesday, Thursday and Friday mornings. Vendor shall have food packaged and ready for delivery to clients prior to arrival of Miami Dade County Community Action and Human Services Department personnel, and shall bring the order to County personnel within a maximum of ten minutes following arrival at the vendor's place of business. Meals picked up by the Miami Dade County Community Action and Human Services Department shall be packaged and ready for delivery to clients by the vendor. The vendor will be notified of pick-up and delivery schedule by the Miami Dade County Community Action and Human Services Department.

3.17 COLD BOX MEALS FOR HIGH RISK AND FIELD TRIPS

Group III: During all Miami-Dade County holidays, and special field trips, the successful bidder shall supply cold boxed meals in lieu of a hot meal at no additional cost to the program. The cold boxed meal shall be delivered the work day before the holiday for the same number of adults participating in the Congregate Meals Program. Please see the menus in Attachment A. Cold boxed meals will be requested periodically throughout the year for field trips or other such occasions. Strict adherence to the menu is required.

Cold boxed meals will also be provided for the Miami Dade County Community Action and Human Services Department High Risk program. These meals shall be provided on a daily basis to the congregate meal sites based on updated counts provided by Miami Dade County Community Action and Human Services Department. The temperature upon delivery shall be between 34° to 41°.

3.18 EMERGENCY SITUATIONS

Sometimes, emergency pick-up of meals may be required. Therefore, bidders shall be required to maintain 10% of normal weekly usage on hand.

3.19 BOX LABELING

Group III.- Every food product should be labeled with the food item enclosed, the number of portions, portion size, day of usage, total quantity and name. The successful bidder shall submit a sample of the box label with the bid proposal for evaluation and approval by the Miami Dade County Community Action and Human Services Department in accordance with Section 2. paragraph 2.11.

3.20 FOOD CONTAINERS

The containers for cold food or items that do not require heating shall be of similar size container with a non-toxic overlay of plastic or paper so that the entire unit can be placed in the refrigerator. All milk for frozen and boxed meals must be frozen solid and delivered in individual cartons that have been placed into sturdy, clean containers. The milk will not be packaged with the meals. However, the boxed meal container must be large enough to store the milk after delivery.

3.21 VEHICLES

Adequate refrigeration or heating shall be provided in clean vehicles during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.

3.22 VENDOR QUARTERLY MONITORING OF DRIVERS

The successful bidder will provide an internal monitoring visit at each Center on a quarterly basis at which time they will observe the delivery of the meals by their personnel and the cleanliness of the vehicles. A copy of the internal monitoring report shall be submitted within 15 days along with corrective action if needed.

3.23 INSPECTION OF FOOD AND PLANT

The Miami Dade County Community Action and Human Services Department reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. It is the responsibility of the Miami Dade County Community Action and Human Services Department to serve the required amount specified in the meal pattern. It is the responsibility of the successful bidder to provide appropriate amounts of each menu item to be served. This amount shall be based on the portion size indicated on the menu and number of meals ordered.

All meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. The Miami Dade County Community Action and Human Services Department will count and/or weigh all items before acceptance. Hot and cold items will be tested for compliance with the temperature requirements. The successful bidder's delivery personnel are required to secure signed delivery tickets reflecting the quantities and temperatures recorded by Miami Dade County Community Action and Human Services Department personnel. The successful bidder is responsible for delivering the proper quantities of meals at the correct temperature within the time limits specified in the Invitation to Bid. Failure to meet these requirements could result in reduced payments to the vendor.

The successful bidder shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, meals not delivered at the required temperature, meals not delivered in the appropriate containers, meals which contain spoiled or unwholesome food items and/or meals that are rejected because they do not comply with the specifications. The Miami Dade County Community Action and Human Services Department reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The successful bidder shall be responsible for reimbursing the appropriate center within 24 hours for the cost associated with any alternative feeding measures. The Miami Dade County Community Action and Human Services Department shall notify the successful bidder in writing as to the number of meals rejected and the reasons for rejection.

The plant where meals are produced must be United States Department of Agriculture (USDA) or the Food and Drug Administration (FDA) inspected, approved for meat and poultry, with continuous on-site USDA or FDA inspections, as applicable. Bidder must include USDA or FDA plant number in the appropriate space provided on the bid proposal.

3.24 NO SUBCONTRACTING

The successful bidder shall not subcontract with any company for the partial or total preparation or the delivery of the meal, and shall not assign their contract or any interest therein without the advanced written consent of the Miami Dade County Community Action and Human Services Department. In the event of any assignment, the successful bidder shall remain liable to the Miami Dade County Community Action and Human Services Department as principal for the performance of all his obligations under this contract.

3.25 SPECIAL DIETS

Some meals are required to be modified to meet the special dietary needs of the facility's clients as prescribed by their physician. These meals may be prescribed to be low fat, low cholesterol, restricted in sugar, or have other restrictions indicated by the client's physicians. Copies of the physicians' order will be provided to the successful bidder 24 hours in advance. These meals must be pre-packed in separate containers labeled with the facility's name, the client's name, the type of special diet, menu items, and the date of production.

3.26 QUALITY CONTROL

The vendor must be able to prepare bacteriological samples when requested by the using department. Results of bacteriological samples are to be forwarded to the registered/licensed dietitian when occasion warrants such action. If frozen meals are not purchased and are packed by the vendor, a blast freezer must be on the premises at all times during the contract period.

3.27 SPECIAL CONDITIONS

If the vendor fails to provide meals for delivery for a period of three consecutive days, or should any person eating meals prepared under this contract become ill as a result of food poisoning attributable to the negligence of the vendor, as determined by the Department of Health or the County's Risk Department, then such action shall be justification for immediate cancellation of the agreement, among other remedies.