



**COUNTY OF OSWEGO
PURCHASING DEPARTMENT**

County Office Building • 46 East Bridge Street • Oswego, NY 13126
315-349-8234 Fax 315-349-8308 www.oswegocounty.com
Fred M. Maxon, Purchasing Director

October 8, 2009

LEGAL NOTICE

Sealed Proposals will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until **Friday, October 30, 2009 at 2:00 p.m.** for:

SENIOR NUTRITION MEALS PROGRAM

Specifications are available at the Purchasing Department at the above address during regular office hours, Monday through Friday, 9 a.m. to 5 p.m..

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

Fred Maxon
Purchasing Director

SECTION 1 - INFORMATION FOR RESPONDENTS

PURPOSE

The County of Oswego is soliciting proposals from qualified contractors to provide food services for the Oswego County Senior Nutrition Meal Program under the Older Americans Act of 1965 as amended, including Title IIIB, IIIC, IIID SNAP, USDA - NSIP, County funds and participant donations. The successful contractor should anticipate beginning service on January 1, 2010.

BACKGROUND

The Oswego County Senior Nutrition Program is sponsored by the Oswego County Office for the Aging (OFA) using funding from Federal, State, County and participant contributions. This program is operated as a coordinated, community-based system incorporating congregate and home-delivered meal services, and links participants with other beneficial programs and services. Congregate meal site operations include opportunities for socialization, recreation, and health promotion, including nutrition education and nutrition counseling performed by a registered dietician. Home-delivered participants are assessed by the Office for the Aging for eligibility for that service. Congregate meal participants are evaluated by the contractor for eligibility. The contractor may recruit and utilize volunteers to assist at program meal sites and with the home delivery of meals in various communities of the County. The successful contractor and the Office for the Aging work together to help the program stay within the allowable budget.

In 2008, the OFA Nutrition Program served approximately 266,000 meals which includes home delivered meals congregate meals at the eight congregate sites and emergency meals. The projection for 2010 and beyond will be at a comparable level.

Based on a recent analysis, 2010 meal maximum projections are as follows:

Total Maximum/Potential Meals	275,000
Congregate Meals	24,000 (10-12%)
Home Delivered Meals (Hot/Cold)	251,000 (88-90%)

Most nutrition sites are operated two or three days per week between Monday and Friday with specific hours based on the site location. See ATTACHMENT A with schedule.

PROPOSED TIME TABLE

Proposed Action	Target Date
Request for Proposal Issued	October 13, 2009
Proposal Due Date	October 30, 2009
Evaluation of Proposals Received, and Follow-up Presentations	October 30 2009-November 6, 2009
Recommendation by Health and Human Services Committee	November 25, 2009
Anticipated Award by Legislature	December 12, 2009
Contract Commencement	January 1, 2010

RECEIPT AND OPENING OF PROPOSALS

Each Respondent shall submit a **signed original proposal and three (3) copies in a sealed opaque envelope indicating the company's name and proposal title: RFP #13-09 – Senior Nutrition Meals Program. Proposals are due on or before 2 p.m., Friday, October 30, 2009.** Either mail or deliver proposals in person to:

Fred Maxon, Purchasing Director
Oswego County Purchasing Office
46 East Bridge Street (3rd Floor)
Oswego, NY 13126

The County may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered and will be returned unopened. Proposals may not be withdrawn within forty-five (45) days after the actual date of opening. Facsimile transmitted proposals are not acceptable and will be rejected.

Proposals delivered prior to the scheduled opening date will be deemed received upon the day of the actual opening, and will be retained in the interim only as a courtesy to the Respondent.

RESPONDENT'S RESPONSIBILITY

It is the Respondent's responsibility to meet the entire intent of these specifications. Respondents shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Respondent did not understand the terms and conditions herein. The County of Oswego shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFP.

COMMUNICATIONS

Communications with the County shall be solely through the Office for the Aging and/or County Purchasing Department, as indicated below. Respondents are specifically directed not to contact any other County Officials or employees in any fashion regarding this RFP, without prior approval from the Office for the Aging and/or the Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions.

Larry Schmidt, Director Oswego County Office for the Aging 70 Bunner Street Oswego, NY 13126 Phone (315) 349-3484	Fred Maxon, Purchasing Director Purchasing Department 46 East Bridge Street Oswego, NY 13126 Phone (315) 349-8307
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EXAMINATION OF CONTRACT DOCUMENTS AND SITES:

It is the responsibility of each proposer to:

- (A) Examine the RFP documents thoroughly;
- (B) Visit the sites to become familiar with local conditions that may affect the proposal;
- (C) Consider federal, state and local laws and regulations that may affect the proposal;
- (D) Study and carefully correlate Respondent’s observations with the RFP document.

Respondents may benefit from an onsite examination of the County’s current nutrition program prior to the RFP submission date. The County can, as needed, schedule a one-day tour of existing locations for all interested contractors. Site visits will be by appointment only, Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. All such requests should be directed to Larry Schmidt, OFA Director, and are anticipated to encompass the entire day.

SPECIFICATIONS DISCREPANCY

Should a Respondent find a discrepancy in, or omissions from the specifications, requirements for contract, or RFP form, or be in doubt as to their meaning, the Respondent shall at once notify in writing the County Purchasing Director, who will send written instructions to all Respondents. All such addenda shall become a part of the contract and all Respondents shall be bound by such addenda, whether or not received by the Respondents. The County will not be responsible for any oral representations or instructions.

SCOPE

If a Respondent identifies an additional element not included in these Specifications, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFP, the Respondent should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a proposing entity identifies a task within the Specification that it believes could be modified or deleted without impacting the objectives of the RFP, the proposing entity should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

If during the engagement the selected Respondent or the County identifies additional tasks requisite to the completion of the project, the Respondent shall provide services to complete that task at rates set forth in its price proposal.

RESPONDENT’S QUALIFICATIONS & ELIGIBILITY

The successful Respondent must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the elderly as required by the United States Department of Health, Education and Welfare and its Administration on Aging; the New York State Office for the Aging; as well as the Oswego County Office for the Aging.

Respondents are expected to have:

- A demonstrated history of proficient and safe food preparation, transport, and delivery of meals as described in the enclosed Specifications;
- Successful record of financial and personnel management;
- All necessary permits from the Oswego County Health Department before service begins.

The County may make such investigation as it deems necessary to determine the qualifications and ability of a Respondent, and the Respondent shall promptly furnish the County all such information and data as the County may request for this purpose. The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that the Respondent is properly qualified or able to carry out the obligations of the contract and to provide the services contemplated herein.

NON-COLLUSION

Pursuant to Section 103D of the General Municipal Law, each Respondent must submit an affidavit of non-collusion signed by an officer of the company.

LICENSE AND PERMITS

It shall be the responsibility of the Respondent to secure any permits or licenses necessary hereunder at its sole cost and expense.

REJECTION OR ACCEPTANCE OF PROPOSAL

The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal that is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, including unbalanced proposals, may be cause for rejection. An unbalanced proposal is defined as one in which the amount proposed for one or more separate items is substantially out of line with current market prices for the services rendered. In the event of default of the successful Respondent, or Respondent's refusal to enter in to an agreement with the County, the County reserves the right to accept the proposal of any other applicant without necessity to re-advertise.

AWARD

The award will be to one Respondent on an all or nothing basis, based in part on an analysis of the following criteria: technical and esthetic qualities of the proposal, reliability, bidder's ability and facilities to maintain the service called for, evaluation of the Respondent's proper understanding of the County's needs, and price. The contract shall be awarded to the responsible Contractor who best meets the RFP's criteria in the opinion of the County.

The evaluation of proposals and the selection of a food service contractor will be based on many factors including, but not limited to, the following:

- Ability and flexibility of the proposing entity to meet or exceed current food and service quality levels under existing conditions, and comply with all County policies and regulations in effect, as well as those that may be added or amended from time to time.
- Demonstrated organizational structure that is capable of providing any and all necessary support to assist the County in meeting its current and future food service objectives.
- Willingness to negotiate mutual, agreeable terms in a written contract with the County.

- Demonstration of the proposing entity's ability to meet the requirements of the contract in an orderly, punctual and reliable manner, and be able to commence services on January 1, 2010.
- The past experience and reputation of the proposing entity including consideration of products, service, meeting specifications, quality and customer satisfaction.
- Interviews with proposing entities and references provided.
- Type of services offered including coordination of the program and all components.
- Meal cost analysis, food, preparation, delivery, site management operation and administrative cost per meal. All proposing entities are to present their cost per meal based on the following categories: Raw foods, duration, delivery, site operation, activities, and administration.

The proposing entity must provide unquestionable evidence of sustained capability in providing meals appropriate for consumption by older persons such as can be demonstrated in existing or previous operations (preferably a comparable nutrition program for the elderly or similar type of food service). Such evidence shall include a list of clients who consent to respond to inquiries. **A list of at least three such references must be submitted with your proposal.**

The County may award a contract based upon the proposals received, without discussion of such proposals with Respondents. Each proposal should, therefore, be submitted in the most favorable terms the proposing entity can make to the County. The County of Oswego does, however, reserve the right to request additional data or an oral presentation in support of the written proposal. The County reserves the right to negotiate with all qualified Respondents.

The County of Oswego, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Executive Law affirmatively ensures that the contract will be awarded without discrimination on the grounds of race, creed, color, disability, martial status, age, sexual orientation or natural origin.

All proposals are subject to final review and acceptance by the Oswego County Legislature's Human Resources Committee and the Oswego County Legislature before any award of contract may be made. Receipt of proposals by the County shall not be construed as authority to bind the County.

All proposals shall be firm for a period of forty-five (45) days after the opening date in order for the County to determine which proposal best meets the public interest. The County reserves the right to extend said period.

At the discretion of the County, the successful Respondent must provide Letter of Commitment within thirty (30) days of acceptance.

TAXES

The County is exempt from payment of taxes imposed by the Federal Government and/or the State of New York. The successful Respondent is responsible for all applicable state, local and federal taxes.

NO EXTENSIONS OF CREDIT BY COUNTY

Pursuant to the applicable provisions of the New York State Constitution, the County of Oswego is prohibited from extending credit to individuals or entities to finance the operation of this program.

VALIDITY OF PROVISIONS

The parties hereto understand and agree that each and every provision of law or clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or inadvertence, such provision is not inserted, said clause shall be deemed to have been inserted and shall have full force and effect of law.

This specification as well as any contract, plans, drawings, exhibits or schedules to which it is attached and made a part of constitutes the entire agreement and understanding between the parties hereto, and shall be binding upon each party and their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits, or schedules will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

REQUIREMENTS FOR CONTRACT

The contract, as well as the statements and specifications that accompany the proposals, and which are accepted by the County, shall be in such form and contain such terms and conditions as approved by the County Attorney.

SECURITY

Upon acceptance of the expected contract, the contractor shall furnish a surety bond in the amount of at least equal to one hundred percent (100%) of the accepted proposal as security for faithful performance of this contract, for the payment of all persons performing labor on the project under this contract, and furnishing material in connection with this contract. The surety on each bond shall be a duly authorized surety company satisfactory to the County, and shall remain in force for a period of one year following final acceptance of the work by the County. The cost of the bonds is to be paid by the contractor and shall be included in the bid submitted. An Attorney-In-Fact who signs performance or labor and materials payment bonds shall file a certified copy of his power of attorney to sign such bonds with each bond.

COMMENCEMENT OF WORK

Upon execution and delivery of the contract and delivery of the required performance bonds, including the required Certificates of Insurance and the approval thereof by the County Attorney, the successful proposing entity will be notified to proceed with the work of the contract. Such notification will be in the form of a letter to proceed from the County's Purchasing Office.

CANCELLATIONS

The County reserves the right to cancel this contract based upon unsatisfactory performance by the Contractor, provided documentation is provided that a history exists of non-resolved problems, poor performance, or nonconformity to contract specifications.

If the Contractor defaults or fails to perform the work in accordance with the Contract Documents, including the specification, the County may, upon notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies and may deduct the cost thereof, from the payment then or thereafter due the Contractor, and/or the cash security and/or performance bond. The County may terminate the contract in whole or in part by giving the Contractor ten (10) days notice in writing of its intention to terminate. The Contractor shall be liable for any additional expenses incurred by the County to complete performance under the contract.

Upon termination, the County shall pay all amounts due and owing up to the effective date of termination. The Contractor shall not be entitled to any monies for portions of work remaining in the uncompleted contract agreement. The Contractor shall turn over and deliver to the County all technical data and other information and materials relating to the terminated services, which are within the Contractor's possession and control.

EMPLOYMENT

Respondent must document that it is an Affirmative Action / Equal Opportunity Employer.

SPECIFICATIONS**PROGRAM OPERATION**

1. All eight currently operating meal sites must remain open for a minimum of one year from the date of the contract award unless mutually agreed upon by the County Legislature and successful Contractor. The successful contractor will provide all food, paper products, employees (drivers, cooks, or related staff), facilities, and equipment necessary to maintain congregate meal sites and home delivery routes. The Office for the Aging (OFA) shall provide equipment and utensils available at the current sites and kitchens. See COUNTY OWNED EQUIPMENT, below, and ATTACHMENT B.
2. The OFA staff will monitor the contract, site, and home delivered routes as required by Federal and State guidelines.
3. Whether bulk food is prepared at congregate dining sites or through utilization of central kitchen (s), the successful Contractor will be responsible for securing all facilities required to store, prepare, package, and deliver meals to be provided under this contract. Each site must have telephone access for consultation purposes. Lease or rental fees associated with a site location are the responsibility of the Contractor.
4. The Contractor's Site Manager is responsible for the registry and evaluation for eligibility of all congregate participants in the program who are served, and must obtain all information required to meet Federal and State requirements for eligibility and reporting, and will assist in serving the congregate meals. The OFA Case Managers are responsible for the registry and evaluation for eligibility of Home Delivered Meal participants. Any additional assistance required at the meal site will be the responsibility of the successful Contractor.
5. The successful Contractor will be responsible for finding, renting and/or owning an appropriately sized commercial kitchen(s) to use for the program.
6. Whether the successful Contractor elects to utilize a central kitchen or two kitchens to service this contract, the facility(ies) shall be equipped with sufficient dry storage, cooler and freezer capacity, office space and receiving area, and all equipment, utensils, and supplies required to provide the meals necessary for this program. Within forty-five (45) days of award the successful contractor must identify the location of the proposed kitchen facility.
7. All program sites, central kitchen, and facilities utilized under this contract are to be open to Federal, State, and OFA personnel for the purpose of observation and monitoring of program operations. These visits may include sampling of meals, observing the preparation, packaging, transport, and serving of food including home delivery of meals, and monitoring of safe handling food techniques and safety procedures.
8. A written report of all inspections will be retained by the OFA with a copy provided to the successful contractor. Defects or faults identified must be corrected within 48 hours.

9. Local meal site functions include provision for information on programs and benefits including presentations by the OFA and other human service agencies. Meal site programs are to include health promotion activities as required under Title IIID of the Older Americans Act on a regular basis, including health screening opportunities such as blood pressure readings by trained personnel, health promotion and health education. Recreational activities to promote socialization are also required.
10. Participant contributions must be voluntary and confidential. No eligible participant may be denied a meal for inability or refusal to make a contribution. Suggested contribution amounts are determined by the OFA in cooperation with the successful Contractor's nutrition program management. Requesting and collecting donations will be the responsibility of the OFA. Procedures for collecting and tracking donations will be determined prior to the beginning of the contract. The successful contractor will support efforts by the OFA to encourage persons to donate.
11. The successful contractor must agree to select, purchase and prepare meals according to Older American's Act standards, and will provide a dietician for a minimum of 6 hours per week who will be responsible for the preparation of the menu plan which must be approved by the OFA's dietician. It is understood the OFA may add, alter, reject, and/or request substitution of food items in the menu plan, and the successful contractor will choose food products of quality acceptable to the County consistent with past levels of quality. Each complete meal must meet one-third of the recommended daily allowance for adults 60 years or older.
12. The location where the food is prepared, processed and/or packaged must meet local and state Department of Health regulations.
13. The successful Contractor must deliver hot food to the meal sites at the minimum temperatures required (140 degrees F) by the County by the appointed time. Containers used for delivery must cover and insulate the food to prevent contamination from dust, insects or other foreign matter and maintain safe temperature, palatability, and appearance during the transportation.
14. The successful Contractor must be flexible regarding the number of meals to be provided day-to-day up to 9:30 a.m. the day of serving.
15. The successful Contractor must be willing to provide meals under emergency conditions and/or special events if such occasions occur during the regular meal schedule. Special events shall include a Christmas Meal, special Thanksgiving Meal, candlelight dinners or other ethnic or festive meals as designated by the OFA in consultation with the successful Contractor.
16. The successful Contractor must keep full and accurate sales and procurement records related to expenses covered by the contract, which shall be made available for inspection by representatives of the County.
17. The successful Contractor must have the ability to expand service as necessary to meet the requirements of additional participants and/or sites, as determined by the County.

18. In addition to providing Congregate and Home Delivered Meal programs, the Contractor purchases a number of shelf-stable meals for participants in the program for emergencies for three (3) days for all home delivered meal recipients. It is the intent of the County to incorporate the shelf-stable meal requirements into this contract award.
19. Recruiting, training and oversight of volunteers shall be the responsibility of the successful Contractor. Volunteers shall be used to assist at congregate sites and in the delivery of meals to homebound seniors, along with the paid drivers.
20. The successful contractor will need to plan for and to have access to the Internet and to lease the software program that is use by the Oswego County Office for the Aging to maintain required information for NYS. Currently this program is Peerplace.

COUNTY OWNED EQUIPMENT

Oswego County maintains an inventory of county-owned equipment located at various sites. A list of this equipment is provided in “ATTACHMENT B.”

It is the intent of the County to make available through a \$1.00 lease to the successful Contractor the use of this equipment in the program with all subsequent maintenance and replacement costs the responsibility of the successful Contractor.

The successful Contractor shall be responsible for replacement of these items once they age or deteriorate and should plan for this.

PROGRAM REIMBURSEMENT

Claims for reimbursement shall be submitted no later than, the 15th day of the month for the prior month’s provided meals. Payment shall be made monthly at the contract price upon completion and acceptance by the County. An invoice shall be sent promptly by the Contractor to the Office for the Aging.

Invoices should include:

- A) Congregate Meals and all needed documentation of numbers and costs
- B) Home Delivered Meals and all needed documentation of numbers and costs

CONTRACT PERIOD

The initial period for this contract will be January 1, 2010 through December 31, 2010. The contract may be renewed annually for up to four (4) additional years upon mutual consent of both parties. In the event that either party decides not to renew, they shall then notify the other party in writing of the decision to terminate the contract at the end of the contract period. Such notice shall be at least ninety (90) days before the expiration date.

PRICING

All prices and discounts are to be quoted firm against increase for one (1) year from the effective date. Price change requests for the second through fifth year of the contract period must be submitted in writing to the Oswego County Office for the Aging Director, no later than ninety (90) days prior to the anniversary date. Price changes shall not exceed the cost of living index for the Northeast New York State Region as published in the Wall Street Journal as of the date on which the County exercises its option, **or** two and one-half percent (2½%), **whichever is less**.

If the County exercises one or more options to extend the contract period, all of the terms and conditions of the contract shall apply.

PRICE PER MEAL AND RELATIVE COST TO THE COUNTY FOR SERVICES PROVIDED WILL BE ONE OF THE DETERMINING FACTORS IN AWARD OF THIS CONTRACT. THE AWARD WILL BE MADE TO THE CONTRACTOR THAT PROVIDES THE BEST OVERALL PROPOSAL IN THE OPINION OF THE COUNTY.

PROPOSAL FORMAT

Recognizing that formal presentations are part of the overall evaluation process, it is expected that supplementary oral presentations will be required from Respondents. However, submission of a proposal does not automatically qualify a Respondent for a presentation.

Respondents are requested to submit their proposals in the following format. Each section should be identified and labeled as follows:

Section 1

Completed Vendor Bid Reply Sheet and Non-Collusive Bidding Certification, and if applicable, a Resolution For Corporate Bidders or Non-Bidders Response

Section 2

Company Profile – Provide a brief summary of your company’s experience, a Mission/Values Statement, and any other information that will assist the County in evaluating the culture and expertise of your organization.

Section 3

Observations and Recommendations – Provide a summary of your company’s observations and recommendations for the food service program of Oswego County based on the site visit and tour conducted.

Section 4

Cost for Meals – Each Respondent must provide a total cost figure for meals provided, as described under “AWARD” and “PRICING.” It is the County’s intent to pay only for the number of meals required. The price charged Oswego County shall be tax exempt and be inclusive of all costs required to provide the services defined in this solicitation.

Section 5

- A. Program Design and Service Coordination – Describe in your narrative the intended operating procedures related to the purchase, stocking, and preparation of the food and supplies used in the program. This narrative should include the number of positions and job titles that will be used in this part of the operation.
- B. Meal Delivery – Indicate your plan for the distribution of the food for the congregate meal sites as well as packaging for home delivery distribution. Include the number of staff and volunteer positions that will be utilized to perform this portion of the service, and indicate if any portion of this part of the program would be subcontracted under your planned operation. If so, please indicate the subcontractor(s) who may be engaged and the extent of the service delivery involved. Also, please indicate the protocol involved for emergency situations that may affect the delivery system.

- C. Site Operations – Describe in your narrative a structure of the meal site operations you propose. Include in your response a marketing plan (Outreach), opportunities for volunteers and how the program will link participants with other programs, benefits, and services as well as providing opportunity for socialization, recreation, and health promotion activities. The Outreach or Marketing Plan must also include strategy for targeting services for frail, isolated, low income and minority participants as required under the Older Americans Act Regulations.
- D. Administration – Detail how all components of the nutrition program will be coordinated and operated as a complete program for the participant. This section should include supervision of staff, volunteers, and other providers for any subcontracted portions of service you propose including the number of staff and job titles required to fulfill the supervisory, record keeping, fiscal managing, and reporting requirements. Proposals should describe the Respondent’s process for recruiting and screening employees and volunteers involved in the preparation, transport and delivery of meals.
- E. Experience and Qualifications – Include the documentation requested with your response of the Request for Proposal. Omission of any requested information may eliminate your proposal from consideration. Documentation should include a copy of your most recent, independently audited financial report, and references of similar size and scope as required elsewhere in this proposal.
- F. Implementation Plan – The successful contractor must be prepared to operate the program as of January 1, 2010. Please provide the following:
- A time line/plan indicating the steps to be taken to become familiar with the operation of the program detailing the orientation of staff and personnel to assure a smooth continuity of service to the participants. This includes food production, delivery of services, and site operations.
 - Detail your plan for utilizing volunteers. Oswego County does not presently have a formal recruiting plan for volunteers. However, there are several organizations that are providing volunteers for a variety of programs including meal delivery. Suggestions from contractors are sought as to how to utilize existing organizations for the services provided in this contract, as well as how to encourage new recruits as volunteers.
- G. Quality Assurance – Describe how you will assure quality of production services as well as including the opportunity for comments, complaints, and/or suggestions made by the program participants, and their incorporation into the program operation. This should include maintaining the proper temperature for congregate and home delivered meals, attention to taste, appearance and texture of food, surveying participants on satisfaction with meals provided, incorporating menu suggestions from participants (under the guidance of the Office for the Aging) and be included in selecting and scheduling the educational, health promotion, and recreational activities at meal sites.

- H. Specify any minimum contract term requirements required by your company as well as minimum site/meal requirements if applicable.

Section 6

References – Provide unquestionable evidence of sustained capability in providing meals appropriate for consumption by older persons such as can be demonstrated in existing or previous operations (preferably a comparable nutrition program for the elderly or similar type of food service activity). Such evidence shall include a list of clients who consent to respond to inquiries. A list of at least three such references must be submitted with your proposal.

GENERAL PROVISIONS

In submitting a proposal, a proposing entity agrees to be bound by the requirements set forth in the following General Provisions and the above Information for Bidders. Whenever reference is made to the term “Contractor” or “Respondent” this shall include the party with whom the County has entered into an agreement as well as any subcontractors whom the proposing entity has engaged to complete portions of the scope of services.

HOLD HARMLESS

The Contractor shall agree to defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance of the agreement and to bear other costs and expenses related thereto; to indemnify and hold-harmless the County of Oswego, its officers, employees and agents from any and all liability damage claims, demands, costs, judgments, fees, attorney’s fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor, or by third parties under the control and direction of the Contractor.

PROFESSIONAL SERVICES AGREEMENT

The successful proposing entity will be required to execute a professional services agreement with Oswego County, to formalize the contract for this activity. The final contract for this project will involve, at a minimum, the terms and conditions set forth in this RFP (including the Information for Respondents, Specification and General Provisions) and may include those reflected in the specific proposal submitted. The contract documents shall be the exclusive source of the proposing entity’s rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

INDEMNIFICATION

The relationship of the contractor to the County shall be that of an independent contractor. That the said contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage, or retirement membership or credits.

NON-DISCRIMINATION

The Contractor agrees to comply with the nondiscrimination in employment policies as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

LAWS, CODES & REGULATIONS

The Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services described in the proposal.

ASSIGNMENT & SUBLETTING

The Contractor shall not assign or transfer any interest or claim under this contract except as authorized in writing by the County and, except as set forth in the Contractor’s proposal, no contract shall be made by the Contractor with any other parties for furnishing any of the work or services under this contract without the approval of the County.

The contractor shall not assign, transfer, sub-lease, surrender, or otherwise encumber or dispose of this contract or any estate created by this contract or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

DISPUTES

The exclusive means of disposing of any dispute arising under this contract which is not disposed of by agreement shall be decided in a New York State court of competent jurisdiction, located within Oswego County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.

INSURANCE

The Contractor shall procure and maintain insurance satisfactory to the County covering all locations and facilities operated or maintained by the Contractor in the following coverages and amounts:

- a. Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate.
- b. Automobile coverage, with a combined single limit of \$1,000,000.
- c. Statutory Workers’ Compensation and Disability coverages.

Prior to, but in no event later than, the execution of the contract, the successful proposing entity shall arrange with its insurance carrier to have Oswego County along with its officers, employees, and agents listed as an additional named insured on all contracts of insurance necessary for performance of the awarded contract, and shall provide proof acceptable to the County that those amendments to the insurance contract(s) have been accomplished by submitting copies of certificates of insurance indicating the endorsements are in place.

DISCLOSURE

The County, or its duly authorized agent, shall have access to and copies of the Contractor’s records, including any books, computer tapes, disks or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records without prior notice, at all reasonable times during the contract period and for three (3) years thereafter. All County billings must be kept for a seven (7) year period.

NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.

EXECUTORY CLAUSE

It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County for said purpose, and no liability on account thereof shall be incurred by the County beyond monies available for said purposes.

PERTAINING TO GENERAL MUNICIPAL LAW

The contractor shall agree that Section 103A and 103B of the General Municipal Law relative to installation of contract by municipal corporation to testify and disqualification to contract with municipal corporation are made part as though fully set forth herein.

IDENTIFICATION

The correct and full legal business name of the entity involved must be used on contracts issued as a result of this solicitation. A trade name, (i.e., a shortened or different name under which the firm does business), should not be used when the full legal name is different; corporations must have names that comply with state law which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc). The signature on the contract must conform to the following:

- a. Where the contractor is a corporation, the signature must contain the corporation seal or an attestation by a separate corporate officer (usually the secretary) of the authority of the signing corporate officer to bind the corporation;
- b. Where the contractor is a partnership, at least one general partner must sign;
- c. Where the contractor is a sole proprietor, the owner of the company must sign;
- d. All signatures on proposals, amendments and related correspondence must be persons who are authorized to contractually bind the proposing entities.

UNCONTEMPLATED PURCHASES

Oswego County reserves the right to request separate bids should quantities or conditions change such that contractual services may be best procured via separate public bid offering, and to otherwise act in furthering its own interests.

NON-COLLUSIVE BIDDING CERTIFICATION

General Municipal Law § 103-d

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same time prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company

Type or Print Name

Date

Title

Authorized Signature

RESOLUTION FOR CORPORATE BIDDERS ONLY

Resolved that _____ (individual) is authorized to sign and submit the bid or proposal of this corporation for the following project:

**RFP #14-09
SENIOR NUTRITION MEALS PROGRAM**

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by _____
_____ Corporation at a meeting of its Board of Directors
held on the _____ day of _____, _____, and is still in
force on this _____ day of _____, 2009.

Secretary

(Seal of Corporation)

VENDOR BID REPLY SHEET

Sealed proposals are due by **2:00 p.m., Friday, October 30, 2009** at the Oswego County Purchasing Department; 46 East Bridge Street (3rd Floor); Oswego, NY 13126.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

PER MEAL COST \$ _____ (US DOLLARS)

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, Specifications and Proposal for **RFP #14-09 - Senior Nutrition Meals Program**, and offers to operate and manage the program as shown on the attached proposal.

Federal ID Number: _____

Type or Print Name

Company

Title

Address

Authorized Signature

(____) / (____)

Date

Telephone Number / Fax

Please attach additional bid information to this sheet.

NON-BIDDERS RESPONSE

The Oswego County Purchasing Department is interested in the reasons why prospective bidders fail to submit bids. Failure to submit a bid without explanation may result in removal of your firm from our bidders’ list. If you are NOT submitting a bid in this proposal, please indicate the reason(s) by checking off one or more of the items below and return this form to the Oswego County Purchasing Office; 46 East Bridge Street; Oswego, NY 13126.

- _____ 1. Unable to bid at this time, but would like to receive future bid requests.
- _____ 2. Items or material not _____ manufactured, _____ distributed, _____ stocked, _____ furnished.
- _____ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- _____ 4. Specifications not clearly understood or applicable as follows: (ex.: too vague, too rigid, etc.) _____

- _____ 5. We cannot meet the time of delivery of items or materials specified.
- _____ 6. Insufficient time allowed for preparation and submission of bid.
- _____ 7. Other reasons: _____

You may remove our name from the bid list for:

_____ This Commodity Group _____ This Item or Material _____ All Bids

Type or Print Name

Company

Title

Address

Authorized Signature

(_____)

Date

Telephone Number

ATTACHMENT A

SENIOR DINING & ACTIVITY CENTERS IN OSWEGO COUNTY

Fulton

Fulton Municipal Bldg.
141 S. First Street
Fulton, NY 13069
Open: Mon - Fri
(11:00 am to 1:00 pm)

Parish

Parish Hastings Presbyterian Church
814 Rider Street - PO Box 576
Parish, NY 13131
Open: Mon., Tues. & Thurs.
(11:00 am to 1:00 pm)

Oswego

Pontiac Terrace Apt.
225 West 1st Street
Oswego, NY 13126
Open: Tues. & Thurs.
(11:00 am to 1:00 pm)

Constantia

St. Bernadette's Church
1667 St. Rt. 49
Constantia, NY 13044
Open: Tues., Wed. & Thurs.
(11:00 am to 1:00 pm)

Pulaski/Sandy Creek

Ringgold Fire Hall
12 A Lake Street
Pulaski, NY 13142
Open: Mon. - Fri.
(11:00 am to 1:00 pm)

Phoenix

Congregational Church
43 Bridge Street
Phoenix, NY 13135
Open: Mon., Wed., & Fri.
(11:00 am to 1:00 pm)

Mexico

Presbyterian Church-Wilcox Hall
4316 Church Street
Mexico, NY 13114
Open: Wed. & Fri.
(11:00 am to 1:00 pm)

Hannibal

Community Library
162 Oswego Street
Hannibal, NY 13074
Open: Mon., Wed. & Fri.
(11:00 am to 1:00 pm)

Pulaski Kitchen Facility – (Note: current lease runs out December 31, 2009)

Ringgold Fire Hall
12 A Lake Street
Pulaski, NY 13142

ATTACHMENT B

EQUIPMENT LISTING

2001 Dodge Van

1

ATTACHMENT C

SAMPLE MEAL PLAN FOR HOT NOON AND COLD EVENING MEALS

OCTOBER 2009 - Night Meal

All night meals include a sandwich unless specified.

- 1st - Chicken Salad w/a Banana**
- 2nd - Baked Beans w/Pineapple Tidbits**
- 5th - Peanut Butter & Jelly w/Tropical Fruit**
- 6th - Sliced Cheese w/Tropical Fruit**
- 7th - Egg Salad w/Fresh Fruit**
- 8th - Cottage Cheese w/Fresh Fruit**
- 9th - Baked Beans w/Pineapple Tidbits**
- 12th - Closed**
- 13th - 4 Bean Salad w/Fruit**
- 14th - Sliced Ham w/Fresh Fruit**
- 15th - Sliced Cheese w/a Banana**
- 16th - Egg Salad w/Mandarin Oranges**
- 19th - Peanut Butter & Jelly w/Fresh Fruit**
- 20th - Baked Beans w/Fresh Fruit**
- 21st - Cottage Cheese w/Muffin and Pineapple Tidbits**
- 22nd - Egg Salad w/a Cookie**
- 23rd - Tuna Salad w/Tropical Fruit**
- 26th - Sliced Cheese w/Graham Crackers**
- 27th - Sliced Turkey w/Fresh Fruit**
- 28th - Chicken Salad w/a Banana**
- 29th - Ham & Cheese w/Pears**
- 30th - Baked Beans w/Pineapple Tidbits**

OCTOBER 2009 – Hot Noon Time Meal

Mon	Tue	Wed	Thu	Fri
Senior Services Home Delivered Meals and Dining & Activity Centers menu	* Ice Cream is served at Congregate Centers Only 2% Milk is served with all meals	All noon meals include one of the following: bread, roll, muffin or a biscuit	1 Beef Stroganoff Rice 5-Way Mix Veg. Juice Jello	2 Lasagna Roll w/Sauce Italian Blend Veg Tossed Salad w/Dressing Pudding
5 Sweet Sausage w/Onions & Peppers Boiled Potatoes Green Beans Citrus Juice Cookie	6 Chicken Nuggets Creamed Potatoes Mixed Veg. Cranberry Juice Fresh Fruit	7 Ham & Scalloped Potatoes Chuckwagon Corn Mandarin Oranges	8 Tuna Salad Sand. Italian Bean Soup Citrus Juice Cookie	9 Beef Stew Cauliflower Juice * Ice Cream
12 Program Closed For Columbus Holiday	13 Salisbury Steak w/Gravy Boiled Potatoes Beets Juice Cookie	14 Chicken & Biscuit Mashed Potatoes Peas & Corn Cranberry Juice Jello	15 Turkey & Rice Casserole Scandinavian Veg. Orange Juice Vanilla Fruit Surprise	16 Meatballs Sub Italian Blend Veg. Tossed Salad w/Dressing Fresh Fruit
19 Chicken Cacciatore Rice Green & Yellow Beans Juice Brownie	20 Crispy Fish Clipper Au Gratin Potatoes Blended Veg. Juice * Ice Cream	21 Roasted Turkey & Gravy Mashed Potatoes Peas & Onions Cranberry Juice Cookie	22 Meatloaf & Gravy Hot Baked Potato Spinach Fresh Orange	23 Ham & Boiled Potatoes Carrots & Cabbage Cook's Choice Dessert
26 Grilled Chicken Roasted Potatoes California Mix Veg. Citrus Juice Fruit Cocktail	27 Cook's Choice Entrée Potato/Rice/Pasta Veg. Juice Cookie	28 Beef Stroganoff Rice 5-Way Mix Veg. Juice Jello	29 Country Style Pork Cutlet w/Country Gravy Sweet Potatoes Brussels Sprouts & Carrots Pineapple Juice * Ice Cream	30 Lasagna Roll w/Sauce Italian Blend Veg Tossed Salad w/Dressing Pudding