



Superior Senior Center Nutrition Program RFP



Request for Proposals



Town of Superior

199 N Lobb Avenue, PO Box 218, Superior AZ 85173
520) 689 – 5752, Fax (520) 689 – 5822

REQUEST FOR PROPOSALS TO PROVIDE CATERED LUNCH AND HOME DELIVERED MEALS FOR THE SUPERIOR SENIOR CENTER NUTRITION PROGRAM

- Option A: Catered lunches prepared offsite and delivered to the Center
- Option B: Preparation of lunches onsite; option to Lease Center's Kitchen Facility

RFP Issue Date: May 22, 2017

MANDATORY WALK THROUGH FOR THOSE SUBMITTING FOR OPTION B: June
19, 2017 at 3:00pm at the Center (340 W Main St, Superior, AZ)

Submittal Due Date & Time: June 30, 2017 by 10:00 AM Town of Superior
Town Hall
(520) 689-5671
199 N Lobb Ave
Superior, AZ 85173

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General Information

The Town of Superior (Town) is inviting qualified organizations to submit proposals to provide the following services:

1. Catered Lunches for the Senior Nutrition Program at the Superior Senior Center (Center)
2. Home Delivered Meals to Superior Seniors

Providers may include bids for meals prepared at the contractor's place of business (Option A) and/or for meals prepared at the Town of Superior's kitchen located in the Center (Option B). This RFP describes the required scope of services and the minimum information that must be included in the Provider's proposal.

To be considered for selection, three (3) copies of a proposal must be submitted to the Town on or before 10:00am on June 30, 2017. Proposals should be addressed to the Town of Superior, Town Clerk, Attn: Nutrition Program Response, 199 N Lobb Ave, Superior, AZ 85173. (Electronic and facsimile submittals WILL NOT be accepted.)

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of submittals to this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFP. The Town reserves the right to reject any or all proposals in the Town's sole discretion at any time prior to an award.

Questions concerning this RFP should be made in writing via mail, facsimile or email no later than June 23, 2017. Questions should be directed to the attention of Todd Pryor, 199 N Lobb Ave, Superior, AZ 85173; via fax: 520 689-5822; or via email: manager@superioraz.gov. Responses to all questions will be distributed and posted on the Town's website no later than June 27, 2017.

**MANDATORY WALK THROUGH FOR THOSE SUBMITTING FOR OPTION B: June 19, 2017
At 3:00 pm at the Center (340 W. Main Street, Superior, AZ)**

Submittal Due Date & Time: June 30, 2017 by 10:00 AM Town of Superior
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that are designed to meet the dietary needs of seniors. During the past five fiscal years, the nutrition program has served more than 100,000 meals in the Center, and delivered an additional 62,750 meals through the home delivery program.

At present, the Town's nutrition team consists of one part time Senior Center Director and one part-time Meal Delivery Driver. At times, temporary staff also assist with operations. Because the program is supplemented by a grant through the Department of Economic Security Aging and Adult Services, persons aged 60 and older are asked only for a suggested donation of \$2 for each meal enjoyed in the dining room, and \$4.50 for home delivered meals. Those 59 and younger are charged \$4.00 per meal for lunch at the Center.

The Town is undertaking a project to re-brand and update the Center to appeal to a broader senior audience. The Center offers seniors nutritious meals and social interaction. This combination is vital to their ability to avoid isolation, and to live independently with confidence and vitality. The Town is seeking a Provider who is willing and committed to being a working partner in efforts to enhance the lunch program and the overall Center experience. It is important the Provider understand the dietary needs of seniors, as well as their taste, and can offer flavorful meals while considering the dietary restrictions required by the County grant.

I. NATURE OF SERVICES REQUIRED

Provider must perform services in the following manner:

A. Services

The lunch program has two components: (1) on-site daily service at the Superior Senior Center (Center), Monday through Friday, EXCLUDING most major holidays. The selected Provider will work with Town staff to design meals and menus in accordance with the nutritional guidelines established by Pinal Gila Council for Senior Citizens, and the health and safety standards and regulations of Title II of the Older Americans Act, the Food & Nutrition Board, National Academy of Sciences-National Research Council and the USDA and the U.S. Dept. of Health & Human Services; prepare meals; and deliver meals.

B. Provider Obligations

Contractor shall provide meals Monday through Friday, except for designated holidays, for the congregate meals. Meals for the home delivered meal program shall be a hot meal Monday through Friday and four (4) cold or frozen meals each week.



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For Option A

Catered lunches prepared offsite and delivered to the Center

Provider may be required to prepare and provide up to 400 congregate meals and 300 home delivered meals per month; however, the average daily meal count is 20 (congregate) and 15 (home delivered). All meals shall be delivered to the Center no later than 10:45 am for congregate meals, and delivered and by 8:00 am for home delivered meals. If delivery or pick-up times are not met, the Town may assume the Provider has failed to timely deliver meals or have meals ready for pick-up that day, and the Town may procure meals from an alternate source, for which the provider will be required to reimburse the Town.

Town will provide an exact number of meals for daily preparation by 3:00 p.m. the day prior to service. The Town will be charged a flat rate per meal.

Contractor and Town shall jointly maintain a Meal Transportation Log which includes menu items, portion size and a temperature record system. A temperature record system will be implemented and maintained to ensure sanitary and safe food handling procedures. Temperature records shall include:

- Food prep
- Cool down
- Storage
- Refrigeration & freezer equipment (at facility opening & closing)
- Temperature of perishable food before loading for delivery

For Option B:

Preparation of lunches onsite with Lease of Center's Kitchen Facility

Provider may be required to prepare and provide up to 400 congregate meals and 300 home delivered meals per month; however, the average daily meal count is 20 (congregate) and 15 (home delivered). All meals shall be prepared onsite and be ready for serving at 11:45am for congregate meals, and ready for delivery at 8:30am for home-delivered meals.

The first priority of Provider will be to prepare and serve meals for the Superior Senior Nutrition Program. Once that obligation is met, the Center Kitchen Facility could have other uses as negotiated between the Town and the Provider.

For Both Options:

Provider must submit menus to the Town for review and comment. Once the menu has been agreed upon, Provider must submit menu to Pinal Gila Council for Senior Citizens 60 days in advance of menu implementation. Provider is required to report any deviations from the approved menu to the Town and Pinal Gila Council for Senior Citizens within one week.

Town shall notify Provider of any variation from the current menu no less than one week before the meals are to be served. Provider shall work with Town to comply with reasonable special menu requests for special events. A "Special Event" meal schedule will be provided



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to the Provider and may require specific meal items. Provider may assume that menu variations received from the Town have been approved by Pinal Gila Council for Senior Citizens. If the Provider determines that they cannot comply with the menu change, the reason for non-compliance will be communicated to the Town within 24 hours after receipt of the request. A subsequent negotiation between both parties will take place to reach a reasonable compromise.

All food prepared for the Program will be prepared in a health-certified kitchen. Food preparation shall occur under the supervision of provider's employees. Provider's kitchen must be accessible and readily available to all federal, state and local governmental agencies during normal business hours as reasonably necessary to inspect, observe and/or monitor provider's operations. If the location of the Provider's kitchen is outside of the Town of Superior boundaries, Provider must give assurances to the Town that meals will be maintained at safe temperatures at all stages of food preparation, storage, transportation, and through delivery.

All employees of Provider who are given access credentials (electronic badges or keys) to Town facilities must pass a satisfactory background investigation by the Town including a criminal history review. All background clearances will be in the sole control and discretion of Town. All other subcontractors and employees accessing Town facilities must be under the direct supervision of an accredited employee.

C. Joint Obligations of Provider and Town

Provider and Town will jointly establish a monthly record and reporting system to compile program information and documentation for the purpose of facilitating internal and external monitoring and evaluation of Provider's obligations under this RFP. Records must be retained by provider for a minimum of three (3) years, unless otherwise advised by the Town. Reporting will include, but is not limited to, the following:

- Daily recording of the temperature of food items as they leave the kitchen and at the time of delivery (Option A only);
- Daily and monthly recording of the number of meals ordered by the Town for the Program;
- Documentation of all costs, receipts and invoices, inventory, time records and other official records;
- Any additional business that is carried out by the Provider using the Town's facilities (Option B only); and
- Upon request by the Town, documentation related to Provider's new employee hiring and employee training.



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II. PROPOSAL REQUIREMENTS

A. General Requirements

Proposals should be concise, well-organized and demonstrate Provider's qualifications and experience. Proposals should be limited to fifteen (15) pages, including any cover letter, resume(s), forms, graphics and photographs.

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Provider seeking to undertake the duties of preparing and providing meals for the Vista Senior Nutrition Program. The proposal should address all points outlined in the RFP. While additional data may be presented, the following subjects must be included.

B. Contents

1. Title Page: Include the RFP subject, the Provider's company name, the name, address and telephone number of the contact person, and the date of the proposal.
2. Table of Contents: Identify the materials submitted by section and page number.
3. Signed Cover Letter: Briefly state the Provider's understanding of the work to be done and ability to complete the scope of services; the commitment to perform the work within the required time frame; and the name, title, address, and telephone number of the person(s) authorized to represent the Provider. Specify if the proposal is for Option A, Option B, or both options. The cover letter must be signed by the person(s) authorized to represent the Provider.
4. Company Profile, Resumes: Include the company size and the organization, function, capabilities, and philosophy of the Provider's company. Include the location of the office and kitchen (if not Option B) from which the service will be performed. Identify the names of and provide resumes for personnel responsible for completing specific services under this RFP.
5. Relevant Experience and References: Focus on the specific needs of the RFP. The proposal should document the specific communities in which the Provider's company has prepared nutritionally balanced meals for older adults, or similar type services. Include at least three (3) references, preferably public agencies, with current addresses and telephone numbers, for which work has been performed within the last five years of a similar nature to the services under this RFP.
6. Description of Services: Provide a detailed description of services to be provided. Specifically address the tasks listed in the Scope of Services (Attachment A).



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7. Timeline/Schedule of Costs: Provide a timeline indicated estimated dates Provider could take over services, including a schedule of costs for each task that may be incorporated into the Scope of Services.

III. SUBMITTAL REQUIREMENTS

Failure to comply with the following submittal requirements may result in disqualification of the provider from the Town's selection process.

A. Proposal Format

Three (3) copies of the proposal must be submitted to the Town in sealed packages with the following information clearly marked on the outside of each package:

- Name of Provider;
- "Catered Lunch for the Senior Nutrition Program"

B. Due Date

To be considered for selection, three (3) copies of a proposal must be submitted to the Town on or before 10:00am on June 30, 2017. Proposals should be addressed to the Town of Superior, Town Clerk, Attn: Nutrition Program Response, 199 N Lobb Ave, Superior, AZ 85173. (Electronic and facsimile submittals WILL NOT be accepted.)

Proposals and/or modifications received by the Town subsequent to the hour and date specified above will not be considered. Proposal submitted by electronic mail or facsimile are not acceptable and will not be considered. Hand-carried proposals will be accepted at the above address. The Town assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

C. Questions

Questions concerning this RFP should be made in writing via mail, facsimile or email no later than June 23, 2017. Questions should be directed to the attention of Todd Pryor, 199 N Lobb Ave, Superior, AZ 85173; via fax: 520 689-5822; or via email: manager@superioraz.gov. Responses to all questions will be distributed and posted on the Town's website no later than June 27, 2017.

IV. EVALUATION AND SELECTION PROCEDURES

A. Evaluation Criteria

The Town will select a provider to provide the services pursuant to this RFP based on evaluation of the proposals, interview process and tasting, and references. Selection will be based on a determination of the provider deemed most qualified to provide the services in this RFP, and utilizing, but not limited to, the following criteria:



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1. Completeness of the Proposal: How thoroughly the proposal responds to the issues, concerns and evaluation criteria contained in this RFP.
2. Experience: Provider's past experience and performance with providing similar services.
3. Qualifications: The quality and experience of provider's personnel who will be assigned to perform the services described under this RFP.
4. Performance: Provider's demonstrated ability to produce timely and high-quality services.
5. References: Quality of reference checks and feedback obtained by interviewing prior and current clients.
6. Cost-Effectiveness.

The Town reserves the right to reject all proposals, request additional information concerning any proposal for purposes of clarification, accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and waive any irregularities if to do so would be in the best interests of the Town.

B. Provider Selection

The Town will review evaluate eligible proposals based on the criteria above. The best qualified firm(s) or individual(s) will be invited to participate in an interview. The Town reserves the right to make the final Provider selection based solely on evaluation of the written proposals, without conducting oral interviews, should it find it to be in the Town's best interest to do so.

C. Town Agreement

Upon selection of a preferred Provider, the Town will require a professional services agreement, subject to negotiation of precise duties, terms of payment and other Town requirements. If the preferred Provider is proposing to provide services under Option B, the Town may also require a concessionaire lease agreement, if applicable. See Attachment E for the Town of Superior's Standard Agreement, and Attachment F for an example of a Town's Concessionaire Lease Agreement. The actual services agreement and lease agreement are subject to negotiation of precise duties, terms of payment and other Town requirements. The Town's insurance and indemnity requirements are generally not negotiable.

D. Compliance with Regulations

The preferred Provider is required to comply with all applicable Federal and State regulations, including but not limited to the following:

1. Civil Rights Act of 1964 and 1968



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2. Nondiscrimination Labor Standards
3. Executive Orders 11246 and 11375 (Equal Opportunity in Employment)

E. Tentative Schedule

The following is a list of key dates:

Advertise and Issue RFP	May 22, 2017
Mandatory Facility Walk-Through for Companies Proposing Option B	June 19, 2017, 3:00pm
Closing Date – Receipt of Proposals	June 30, 2017, 10:00am
Interviews and Sample Tasting	July, 2017
Provider Selection	July, 2017



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ATTACHMENT A SCOPE OF SERVICES

Arizona Department of Economic Security (DES) - Area Agencies on Aging

CONGREGATE MEALS

Purpose Statement

The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

Service Description

Taxonomy Definition - A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training,

The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

Service Requirements - The Contractor shall provide:

Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more-week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Guarantee a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.4
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000, Section 3200
4. Compose menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual (2008)" and as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science - National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
9. Plan menus considering the availability of foods during seasons when they are most plentiful.



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Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.
2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Document the number of meals provided each month.
5. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.
2. Require that all food handlers pass a course in food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff certification and training in personnel files.

Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the scope of work.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.

Staffing Standards

1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.

Performance Measures

Number of congregate meals served annually.

Site Council minutes indicate participant input into menu planning.

Reporting Unit

One unit of service equals one meal.



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HOME DELIVERED MEALS

Purpose Statement

The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

Service Description

Taxonomy Definition - A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

Home delivered nutrition services provide older adults, in their home or place of residence, with nutritious meals that meet 1/3 of the Dietary Reference Intakes.

Home delivered nutrition services provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

Service Requirements - The Contractor shall provide: Menu planning

1. Develop cycle menus of six weeks or more to be rotated on a semi-annual basis (every six months).
2. Keep menus available, as served, for audit inspection for at least one year after the meals have been served.
3. Develop/distribute menus in the dominant language or languages of the participant group. 4. Incorporate ethnic and cultural preferences when planning menus.
5. Require a mechanism is in place to solicit the advice and expertise of:
 1. a dietitian or other individual described in,
 2. meal participants, and
 3. other individuals knowledgeable with regard to the needs of older individuals as stated in the DAAS Policy and Procedure Manual, Chapter 3000, Section 3230
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" as amended.
7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes of nutrients, as established by the Food and Nutrition Board of the National Academy of Science - National Research Council.
8. Require that meals are planned following the current Dietary Guidelines for Americans, as may be amended.
9. Each meal must contain a specified number of calories as defined in the DAAS Policy and Procedure Manual.
10. Plan a majority of meals as hot. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
11. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
12. Plan menus considering the availability of foods during seasons when they are most plentiful.

Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Require that menu substitutions made because of a temporary inability to obtain certain foods are selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans.
 1. Substitution menus for holidays and special occasions must meet menu requirements.



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2. All substitutions must be documented on the menu for site review.
4. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
5. Package and deliver meals in a safe and sanitary manner.
6. Deliver meals directly to an individual, i.e., not left on doorsteps, mailboxes, or porches.
7. Prepare then chill/freeze for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the individual's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
8. Provide a frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that:
 1. The meal, its menu, and its preparation meet all the required standards;
 2. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s); and
 3. If an individual is to receive more than one frozen meal per delivery, that the reason for receiving delivery of multiple meals is documented in the individual's case record.
9. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus must be approved by a RD, Nutritionist, DTR, or COM.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of leftovers.
2. Require that all food handlers complete a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety;
4. Train meal delivery staff in communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery. This evaluation is considered a wellness check.
5. Document staff certification and training in personnel files.

Performance Measure

Number of home delivered meals served annually.

Reporting Unit

One unit of service equals one meal.



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ATTACHMENT C

PINAL-GILA COUNCIL FOR SENIOR CITIZENS NUTRITION REQUIREMENTS FOR MEALS

All menus must adhere to the State Nutrition Program policy manual:

https://des.az.gov/sites/default/files/AAA-1182AMANPD_0.pdf



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ATTACHMENT D FEE DETAIL

Please indicate the cost per meal for which the Provider proposes to perform the Scope of Services

Option A: Catered lunches prepared offsite and delivered to the Center

ITEM	COST PER MEAL
Congregate meal	\$
Home Delivered Meal bulk delivery	\$
Home Delivered Meal individual packaged delivery	\$

Option B: Lease of Center Kitchen Facility and prepare meals onsite

ITEM	COST PER MEAL
Congregate meal	\$
Home Delivered Meal bulk	\$
Home Delivered Meal individually packaged for delivery	\$
OPTIONAL: Lease Rate for Use of Kitchen Facilities outside of Vista Senior Nutrition Program meal preparation	\$ (per month)



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EXHIBIT A INSURANCE REQUIREMENTS

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied. insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form** .
Policy shall include bodily injury, property damage, person. 1 injury and broad form contractual liability.
 - General Aggregate \$ 2,000,000
 - Products - Completed Operations Aggregate \$ 1,000,000
 - Personal and Advertising Injury \$ 1,000,000
 - Blanket Contractual Liability -Written and Oral \$ 1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$ 1,000,000
 - a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 - b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed on behalf of the Contractor."
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - d. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.
2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

- a. The policy shall be endorsed to include the following additional insured



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language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease - Each Employee \$ 500,000
 - Disease - Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under ARS. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$ 1,000,000
- Annual Aggregate \$ 2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract



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5. Fidelity Bond or Crime Insurance Bond or Policy Limit \$ 100,000

- a. The bond or policy shall be issued with minimum limit of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall **include coverage for third party fidelity.**
- d. The bond or policy shall **include coverage for theft and mysterious disappearance.**
- e. The bond or policy shall **contain no requirement for arrest and conviction.**
- f. The bond or policy shall cover loss outside the premises of the **Named Insured**

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability-purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be superseded, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Co e 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. Acceptability Of Insurers; Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M.Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insure rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

E. Verification Of Coverage: Contractor shall furnish the State of Arizona with



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certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site. Code 8052, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.



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Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modification have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comp! fully with the insurance requirements set forth in paragraph 30.0 above.