

**Legal Notice
Invitation to Bid
Catholic Charities
Services for the Elderly**

Sealed bids for the FOOD CATERING SERVICES FOR CONGREGATE NUTRITION PROGRAM will be received until 3:30 PM on Thursday, May 23rd, 2019 at Catholic Charities of the Archdiocese of Miami, 1505 NE 26th St, Wilton Manors FL 33305.

At time, date and place noted above, bids will be publicly opened. Any bids received after time and date specified will not be considered and returned to the bidder unopened.

Copies of the Bid documents may be obtained at:

<http://www.ccadm.org/request-for-proposal/>

Catholic Charities of the Archdiocese of Miami, Inc. reserves the right to accept any bid deemed to be in the best interest of the Program, or waive any informality in any bid.

Catholic Charities may reject any and all bids and re-advertise.

INVITATION FOR BID (IFB)

SERVICES FOR THE ELDERLY

ISSUED BY (INSTITUTION)

NAME: Catholic Charities of the Archdiocese of Miami, Inc. / Services for the Elderly

ADDRESS: 1505 NE 26th Street, Wilton Manors FL 33305

BID NUMBER: 001

BID ISSUE DATE: 05/04/2019

BID OPENING: Date and Time: 05/23/2019, 3:30pm

CONTRACT COMMENCEMENT DATE: _____

CONTRACT EXPIRATION DATE: _____

PER MEAL:

FOR PAYMENT WITHIN _____ DAYS.
(To be inserted by bidder)

CONGREGATE MEALS: \$ _____ FROZEN MEALS \$ _____

BREAKFAST MEALS: \$ _____ BOXED MEALS: \$ _____

SHELF STABLE MEALS: \$ _____

NAME OF BIDDER: _____

(Authorized Representative of Bidder)

STREET ADDRESS: _____

Type or Print Name of Representative

CITY, STATE, ZIP CODE: _____

Title of Representative

TELEPHONE: _____

This document contains an invitation for bid (IFB) for the furnishing of meals to be served to the elderly participating in the Nutrition and Social Support Program of Catholic Charities of the Archdiocese of Miami, Inc/ Services for the Elderly, and set forth in the terms and conditions applicable to the proposed procurement.

ACCEPTANCE

BY: _____

WITNESS: _____

TITLE: _____

DATE: _____

BID PROPOSAL

The Contractor agrees to furnish all labor, materials, supplies, supervision, transportation, and services necessary to furnish meals at the designated times and in the manner called for in these bid specifications for the following price:

1. Congregate Meals \$_____
2. Frozen Meals \$_____
3. Breakfast Meals \$_____
4. Shelf Stable Meals \$_____
5. Boxed Meals \$_____

Detailed breakdown of each meal (average daily cost of items) in current bid from caterer.
Grantee is exempt from sales tax.

	Congregate Meals	Frozen Meals	Breakfast Meals	Shelf Stable Meals
Meat or Alternative	\$_____	\$_____	\$_____	\$_____
Vegetable	\$_____	\$_____	\$_____	\$_____
Fruit	\$_____	\$_____	\$_____	\$_____
Salad	\$_____	\$_____	\$_____	\$_____
Bread or Grain Substitute	\$_____	\$_____	\$_____	\$_____
Butter/Margarine	\$_____	\$_____	\$_____	\$_____
Milk	\$_____	\$_____	\$_____	\$_____
Dessert	\$_____	\$_____	\$_____	\$_____
Fruit	\$_____	\$_____	\$_____	\$_____
Condiments	\$_____	\$_____	\$_____	\$_____

Disposables:

Tray	\$_____	\$_____	\$_____	\$_____
Cutlery	\$_____	\$_____	\$_____	\$_____

Cup (s)	\$_____	\$_____	\$_____	\$_____
Bowls (s)	\$_____	\$_____	\$_____	\$_____
Napkin (s)	\$_____	\$_____	\$_____	\$_____

Transportation:

Vehicle Amortization	\$_____	\$_____	\$_____	\$_____
Maintenance, Insurance	\$_____	\$_____	\$_____	\$_____
Depreciation				

Other:

Labor	\$_____	\$_____	\$_____	\$_____
Equipment	\$_____	\$_____	\$_____	\$_____
Cleaning of Pans	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____
_____	\$_____	\$_____	\$_____	\$_____
Profits	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____

REQUIRED DOCUMENTATION

The following documentation must be included as an attachment to the Bid Proposal:

1. Current business license
2. Current local fire department inspection report
3. Three (3) most recent sanitation inspection reports

CONTRACT TERM: The contract will be awarded for a period of not more than twelve (12) months, beginning with the date of award, with the option to renew for five (5) additional years on a year-to-year basis. The contract term is expected to commence on July 1st, 2019. Should a new vendor be awarded the contract; the contract might be delayed to second menu cycle if new vendor cannot replicate current approved menu.

SCOPE: It is the intent of Catholic Charities Services for the Elderly (hereafter referred to as the GRANTEE) to secure a contract for the purchase of: approximately four hundred and ten hot meals per day (with actual variances of 380 – 500 ordered daily) Monday through Friday, excluding holidays, to be delivered to the following ten meal sites.

McCarthy House

13201 NW 28 Avenue
Opa Locka, FL 33054
Approximately 25 meals daily

Marian Towers

17505 N. Bay Road
Sunny Isles, FL 33160
Approximately 45 meals daily

Malcolm Ross Senior Center

2800 NW 18 Avenue
Miami, FL 33142
Approximately 120 meals daily

Claude Pepper Senior Center

750 NW 18 Terrace
Miami, FL 33136
Approximately 45 meals daily

Gesu Meal Center

118 NE 2 Street
Miami, FL 33132
Approximately 15 meals daily

St. Vincent De Paul Gardens

2000 NW 103rd Street
Miami, FL 33147
Approximately 35 meals daily

St. Monica Gardens

3425 NW 189th Street
Miami Gardens, FL 33056
Approximately 35 meals daily

South Dade Senior Center

28580 SW 148th Avenue
Homestead, FL 33033
Approximately 25 meals daily

St. John Bosco Senior Center

1349 W. Flagler Street
Miami, FL 3315
Approximately 40 meals daily

Palmer House

1225 SW 107 Avenue
Miami, FL 33174
Approximately 35 meals daily

There are approximately one hundred and ten (110) weekly boxes, which contain seven (7) frozen meals delivered to various sites and possibly home addresses.

The total number of serving days would be a minimum of two-hundred thirty-nine (239) for the contract year. Congregate Meals must be delivered between 9:00 A.M. and 11:00 A.M. each weekday. Meals will not be delivered on Saturdays, Sundays, or days upon which the Grantee is closed. The holidays recognized by the Grantee are as follows: New Year's Day, Dr. Martin Luther King Jr., President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

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

CONDITION OF THE BID:

Time for completed delivery may be a factor in determining the successful bidder.

Bids indicating price in effect at times of shipment will be considered invalid.

The bidder shall be responsible for all fees, taxes, and licenses required operating under this contract including bonding of personnel and such expenses shall not be paid by the Grantee.

The bidder who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provision of s. 287.134, F.S.

COMPETENCY OF BIDDERS: A pre-award inspection of the bidder's facility is a condition precedent prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing good and/or services as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities.

The Contractor must provide documentation of ability and capability in providing the number of meals required to be provided. Grantee may request a copy of the Bidder's policies and procedures regarding sanitation, food preparation, and food delivery.

The Grantee may consider any evidence available regarding the financial, technical, and other qualification and abilities of a Bidder; including past performance and experience in making the award in the best interest of the Grantee.

AWARD OF CONTRACT: Award is dependent on approval by Alliance for Aging, Inc., with recommendation to be made by Grantee. Award of bid will be based on cost, capability and quality of product. Award shall be made not only based on the bid price, but the prospective Contractor must be capable of demonstrating excellence in the field of contractual institutional

feeding and also furnish the necessary assurance, insurances, and documents called for in the specifications. Grantee reserves the right to require a bidder to submit such evidence of his qualification as it may deem necessary before awarding the contract.

It is and shall be understood and agreed that a contract shall be awarded and formed between the Bidder and the Grantee when written acceptance has been transmitted to the awardees by the Grantee's authorized agent and that all requirements stipulated within this Invitation to Bid will be strictly adhered to. Consideration will be made regarding use of current approved menu and Contract may be delayed to next menu cycle if Bidder is unable to replicate current approved menu.

TERMINATION OF CONTRACT: The Grantee may, terminate the contract if the Bidder/Contractor has been found to have failed to perform his services in a matter satisfactory to the Grantee including timely delivery as specified. It is the intention of the Grantee to purchase the items specified herein from a source of supply that will give prompt, convenient, and proper shipment and service. Any failure of the supplier to comply with these conditions may be cause for termination. The Grantee shall be the sole judge of non-performance breach.

The Grantee may cancel the Agreement immediately if the Contractor has had any temporary or permanent closures, Administrative Complaints regarding food safety, or 10 or more high priority/significant findings on sanitation inspections within the past 12 months, beginning July 1, 2018. Per Department of Business and Professional Regulation, "high priority violations could contribute directly to a foodborne illness or injury and could pose a direct or significant threat to public health, safety, or welfare." Per Department of Health, "an unsatisfactory inspection means that the violations were significant threat to public health and sanitation and require correction before the next routine inspection."

In the event than any person eating meals prepared under this contract becomes ill as a result of food which is attributable to the Contractor, as determined by the County Health Department or other governmental agency, the Grantee shall have the right to immediately cancel the contract.

The Grantee may cancel the Contract upon thirty (30) days written notice without cause. The contract may be terminated by the Contractor giving the Grantee not less than sixty (60) days prior written notice of intention to terminate as of the date specified.

It is further agreed that in the event funds to finance all or part of the Services for the Elderly program become unavailable, the obligations of each party herein may be terminated upon no less than twenty (20) days notice in writing to the other party, said notice shall be delivered by certified mail or in person. The Florida Department of Elderly Affairs shall be final authority as to the availability of Federal or State Funds.

EMPLOYEES: All employees of the Contractor are solely the employees of the Contractor under its direction and not an employee or agent of the Grantee. Contractor shall be responsible for all its employees' salaries and benefits including worker's compensation premiums and benefits. Contractor shall defend and indemnify the Grantee from any loss or liability allegedly arising from a failure to make such payments or withholdings. The Contractor shall provide competent and physically able employees. The Grantee may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued presence on the Grantee's properties is not in the best interest of the Grantee. Each

employee shall have and wear proper attire. Employees involved with food service or delivery must have a Level 2 DOE A background screening on file with the Department of Elder Affairs. The bidder must ensure that consumers served are at no risk of harm from their employees. Contractor should provide annual trainings for employees, including drivers and kitchen staff.

The bidder should have a working knowledge of nutrition programs such as the Services for the Elderly program. The Contractor shall be available to the Grantee for menu planning, recipe modification, and other required technical assistance. The name of the person whose primary responsibility is the management of the food service contract must be provided to the Grantee. Lines of communication shall be open between the Contractor and the Grantee. The Contractor shall agree to employ older workers, if possible.

The bidder should comply with Presidential Executive order 12989 and State of Florida Order Number 11-116, the bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by bidder during the contract term.

DEFAULT: In the event that the Contractor should fail to meet the terms of these bid specifications in any way, or should it cease its contractual responsibilities the Contractor will be in default.

In case of default of the awarded bid, the Grantee may procure the articles or services from other sources and charge the Contractor for meals, supplies, and any excess cost or damages incurred (actual and consequential damages). In the event that the Contractor fails to deliver any meal, meals, portion of a meal, or other food and supplies at the designated sites within forty-five (45) minutes of the previously agreed upon time, or if the food is not delivered at proper temperatures or fit for human consumption, or if menu items are omitted or substituted without prior approval, or if supplies and containers are not delivered properly sealed or sanitized, the Grantee may procure a meal or meals or other foods and supplies elsewhere, deduct the price of the meals from Contractor and charge the Contractor the cost of such replacement supplies and/or meal, meals, and other food, plus the USDA cash per meal allowance and any other expenses incurred by the Grantee in procuring the replacement.

Should the Contractor fail to deliver meals for a consecutive three (3) day period, fail to deliver meals for any (3) three days during a calendar month, or should any person eating meals prepared under the contract become ill as a result of food poisoning attributable to the negligence of the Contractor as determined by the Health Department Environmental control Division, then such action shall be deemed material non-performance of the contract and shall be justification for immediate cancellation of the contract.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: Bidders shall comply with all local, State, and Federal directives, orders and laws applicable to this bid and subsequent contract(s). Specific reference is made to HRS Manual 140-1, Chapter 9 , HRSM 55-1; Title VI and VII of the Civil Rights Acts; the Americans with Disabilities Act; and Section 504 of the vocational Rehabilitation Act of 1973.

Pursuant to the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, all Contractors and Sub-Contractors performing work in connection with this contract shall provide equal opportunity for employment and shall agree not to discriminate against an employee or

applicant for employment because of race, religion, color, age, sex, national origin, place of birth, veteran status disability, perceived disability or any other legally protected group. It is expressly understood that upon evidence of such discrimination, the Grantee shall have the right to immediately terminate said contract.

The Contractor shall supply all reports requested by the Grantee, the Area Agency on Aging, the Florida Department of Elder Affairs, the Administration on Aging, and the U.S. Department of Agriculture. Contractor's financial records should be available for audit.

The Contractor shall guarantee that the meals conform to the menu developed and approved by the Grantee's licensed dietician. Menu will indicate the serving size of all menu components. The Bidder may provide menu options to the licensed dietician; however, it is the Grantee's final approved menu that must be adhered to. Menus must be developed using a computer assisted nutrient analysis method and comply with the meal pattern requirements of the Title III C Program must meet or exceed 33 1/3% of the American Dietary Reference Intake/Adequate Intake for a moderately active 70+ female. Menu pattern will include the appropriate portion size and identification of serving utensils to be used for each food item. Menus are submitted for approval 6 weeks prior to implementation.

INDEMNITY OR INSURANCE

The Contractor agrees to indemnify, defend and hold harmless from any claims, suits, actions, or liability arising from Contractor's alleged negligence. The duty to defend shall immediately inure to the Grantee based on the complainant's allegations and Contractor agrees to provide mutually acceptable defense counsel.

The Contractor shall maintain adequate liability and property insurance in amounts of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Said insurance will name Catholic Charities of the Archdiocese of Miami, Inc., its agents and employees as an additional insured.

ADJUSTMENT TO CONTRACT PRICE(S): The purpose of this bid is to establish a Contract for the purchase of the Grantee's total needs for a period not to exceed twelve (12) months, from the date of notification of award given from Catholic Charities Services for the Elderly.

The prices quoted in the contract shall remain in effect until the end of the calendar year of the effective dates of contract. The Grantee has the option to extend the contract for five (5) additional twelve (12) month periods. Extension of the contract may be based on a price adjustment. Ninety (90) days prior to the date of Contract termination, the Contractor shall submit requested price adjustments to the Grantee who shall consider said information along with other criteria in evaluating whether or not to exercise the Grantee's option to renew the contract for an additional year.

Such requested price adjustment shall in any event not exceed the percentage increase shown by the "Consumer Price Index for Food, Etc," published by the U.S. Department of Labor, Bureau of Statistics, for the 9th month after commencement of the service as compared with the index on the effective date of contract. Extension of the Contract is a Grantee prerogative, not a right of the Contractor, such option will be exercised only when it is in the best interest of the Grantee.

MINIMUM FOOD CONTRACT SPECIFICATION

SPECIAL CONDITIONS AND PROVISIONS: Award of bid and/or cancellation of bid and/or estimated usages in the invitation to Bid are contingent on availability of funds.

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs.

The prices established herein shall prevail (be maximum) for the term of this Contract with the benefit of any general reduction in commodity price during said period being passed on to the Grantee.

Bidders are required to comply with semi-annual menu cycles (four-week cycles for each six months) provided by Grantee's consulting dietician. Meal pattern of menu will include appropriate portion size. A nutrient computer analysis is used for a development of menus and menus approved by Grantee Dietitian with final approval given by the AAA Dietician. Menu cycles are provided for use from January to June and July – December. Bidder should work with Grantee's consulting dietician in regards to developing menu in order to ensure compliance. Any substitution of the menu must be in compliance with a pre-approved substitution list. A sample of the menu cycles, the approved substitution list, and Grantee's substitution policy and procedure is provided in Attachment B. Substitutions to the approved menu cycles with item not on approved substitution list may not be made without prior approval by the Grantee's consulting dietician. (Substitutions must be a similar nutritional value and may not reduce the nutritional content of the meal.) Request for approval for substitution not on the approved substitution list must be made 5 days prior to date of substitution. Substitutions made with items on the approved list must be requested with a minimum of 5-hour notice, but with a preference of 24 hours notice. Grantee should be provided with reason for substitution and details how substitution may be avoided in the future. In the event that a substitution is made without prior approval, the Grantee will not be responsible for payment for the unapproved menu item. Likewise, any menu item omitted will not be paid for by the Grantee. The cost of said items shall be deducted from the bill at a rate to be determined at the time the contract is awarded. The contractor shall provide immediate reimbursement for any out-of-pocket expenses incurred by the Grantee when replacing part of or all of a meal that is not delivered or is not wholesome. The Contractor agrees to maintain a supply of substitution food items at the site in case a substitution is necessary.

As the Grantee will be closed during certain holidays as stated on page 4, the Grantee may request that the Contractor supply shelf stable lunches. The shelf stable meals shall be delivered the day before the holiday for the same number of hot meals ordered that day. In addition, boxed meals may be requested by the Grantee. These meals must be requested by the Grantee at least one week prior to the serving date.

The Contractor agrees to make special emergency arrangements for supplying the meals for at least 7 days in event of natural disasters, such as a hurricane, flood, fire, power failure, and similar circumstances which would prevent the Contractor from furnishing the meals in the usual fashion. Should the event of natural disaster be to such degree that 7 days is not sufficient, the Grantee may request additional meals.

The dates that meal sites will be closed will be provided to the Bidder by the Grantee, these will include recognized holidays stated on Page 4 of document and will include any additional dates necessary by programs. It is the responsibility of the Grantee to notify the Contractor prior to 5:00 A.M. of a site closing due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It is the responsibility of the Grantee and the Contractor to provide each other with home telephone numbers and/or cell phone numbers for emergency use only.

The Contractor shall develop and submit, with the bid, an emergency procedure for delivering food in the case of a truck breakdown.

The Contractor should adhere to food preparation and safety standards as stated in The Department of Elder Affairs Program and Service Handbook/ Chapter 4 Older American Act/ Section 5 Nutrition Program Policies. The handbook in its entirety is available online at <http://www.allianceforaging.org/providers/program-documents>. All applicable health and sanitation requirements shall be adhered to at the food preparation site. Local, State, and Federal program authorities must have the right to inspect the premises and request formal inspection by health officials if deemed necessary. The food preparation facility must be inspected annually by all Title III C Grantees. Failure to comply with applicable health requirements shall result in termination of the contract. The Grantee, Alliance for Aging Inc., and Department of Elder Affairs shall be able to inspect food preparation, packaging, and storage areas at any time. The Grantee shall receive copies of inspection reports of the Contractor's facilities completed by health, sanitation, and safety officials within twenty-four (24) hours after receipt of the above by the contractor. The Contractor must provide a written corrective action plan to the Grantee for any high-priority or significant findings on sanitation inspections. These corrective action plans must be approved by the Grantee's dietician.

The Contractor will show evidence of interest and progress in developing a type of new HACCP (Hazard Analysis Critical Control Point) program to ensure that food safety issues are being addressed. For example: Time/temperature cross contamination and personal hygiene studies regarding storage, holding and cooking of food. Employees must receive annual training in said food safety issues and HACCP program. Certificates of training must be made available to Grantee if requested.

Any Caterer involved in preparing meals for Services for the Elderly program must maintain documentation on:

- Food safety management program within the facility that meets or exceeds the minimum requirements of federal, state, municipal, or other agencies authorized to inspect or accredit the food service operation. This documentation is to be available for review upon request and at each bi-annual inspection conducted by program staff or their representative.
- An inspection conducted by the state regulatory authority within the past six months.
- A description of the vendor's delivery standards and sanitation that includes holding temperatures for transporting and serving food.
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No salt, “Accent”, or other sodium condiment may be used in the preparation of food. No added sugar may be used. The use of saturated fats must be restricted in the menu planning and meal preparation.

The Contractor must transport all food items in their own clean, well kept and maintained vehicles appropriate for delivery of food. Food shall be packaged in equipment capable of maintaining hot food at 140 F or higher and cold food at 41 F or lower until the final site destination. The Contractor’s personnel shall place cold food in the refrigeration units upon delivery to the Grantee’s meal site. All milk is to be iced down. The ice must be in a solid state at time of delivery. All meals delivered to the congregate meal site must be properly labeled as to site name, item, weight of product, and number of servings. Bidder should follow a procedure that meets nationally recognized food safety regulation regarding delivery of food and maintaining temperature to ensure quality of food at time of serving.

Food shall be delivered to nutrition sites in bulk or pre-plated containers. It shall be packaged so that there will be a minimum of spills in the carrier. The Contractor will take any necessary measures including, but not limited to, reducing fill level, and covering plates with stretch plastic film and/or aluminum foil and metal lids to prevent spillage. Carriers will be provided by the Contractor in a size and/or quantity to contain all food delivered to the sites.

All serving pans shall be of disposable aluminum and/or stainless steel. Any permanent ware must be sanitized daily by the Contractor. Packaged materials must be supplied in containers that may be resealable after individual items are removed.

Daily cleaning and sanitizing of, pans, coolers, carriers, and all other equipment provided by the Contractor shall be the responsibility of the Contractor.

The Contractor shall be responsible for providing the following single service supplies as a minimum: (to be delivered weekly on a day mutually agreed upon)

- 6 ounce Styrofoam cups for coffee, tea, or juice for congregate meals
- 8 ounce Styrofoam soup bowls for soups, stews, chili, etc.
- 5 compartment Styrofoam trays for congregate meals (in which at least three (3) compartments will hold half a cup of liquid each without spillage into other compartments.)
- Bulk containers of non-brittle, heavy duty plastic-ware including forks, knives, and spoons in sufficient number to serve meals on a daily basis.
- Paper napkins measuring at least twelve by twelve inches, heavy grade quality.
- Condiments to include in bulk: black pepper and iodized salt, ketchup, mustard, mayonnaise, tartar sauce, and relish will be provided when necessary to complete the meal. Salad dressing will be delivered in gallon jars/bottles on an as needed basis.

Grantee may request a sample of such items by Bidder.

The Contractor agrees to supply, at no additional cost to the Grantee, a monthly birthday cake to serve 1 slice per person.

The contractor shall provide a traditional Thanksgiving, Christmas, and Easter meal at no additional cost to the program on a mutually agreed upon date. These meals will also follow holiday menu supplied by Grantee’s consulting dietician.

The Contractor shall be flexible regarding the number of meals to be provided at each site from day to day. The Grantee will notify the Contractor by 3:30 P.M. of each serving day the number of meals required for the next serving day only if there is a change in the allocated number of meals to a site. This will constitute a purchase order which will cover the maximum billings for that order. At the time the contract is awarded, the Grantee will give the Contractor the name of the people who have the authority to make a change in the number of daily meals.

The Contractor must adhere to a strict time schedule for delivering the congregate meal hot lunches. Time span for delivery schedule between food packaging and delivery is not to exceed 4 hours. Preference will be given to Bidder that can deliver the best quality in the shortest delivery time. Deliveries made past the stated time range will result in the following:

- If the meal is received after 12:30 P.M., there will be a cost reduction of fifty percent (50%).
- If the meal is delivered after 12:45 P.M., the project will not be liable for payment for meals delivered on that day.
- If for any reason Grantee must procure meals from outside source due to non-delivery of meal, meal is spoiled or other wise inedible; the contractor will be responsible for all costs incurred.
- Grantee is not required to pay for meal that does not meet proper specifications and as per approved menu.

Upon delivery of meals to each congregate location, an authorized representative of the Grantee shall sign and record time of delivery on receipt in multiple copies evidencing receipt of such food, with one (1) copy to be retained by the Contractor and one (1) copy to be retained by the Grantee. The delivery of disposable supplies shall occur at mutually convenient times between the Grantee and the Contractor, and the type and number of surplus supplies to be stored at the Grantee's site will be mutually agreed upon.

The Contractor shall keep full accurate sales and procurement records related to sales covered by the contract. All such records shall be kept on file for a minimum of six (6) years after the end of the Federal fiscal year to which they pertain or any other period which the Area Agency on Aging may, from time to time, designate. The Contractor shall agree that authorized auditors and officials, upon request shall have access to all such records for audit and review at a reasonable time and place.

The bidder shall provide units of deliverable specified in the contract to be received and accepted by the Program Director prior to payment.

The bidder shall bill the Grantee at the end of each month. Payment shall be made monthly within thirty (30) days of invoice receipt unless Title funding is unavoidably delayed. Payment will be made to the bidder in a form of check based on complete and correct invoices.

All food served shall be from an approved source. The Contractor agrees (in the event that U.S.D.A. food becomes available) to accept and use, to the maximum extent possible, donated foods from the U.S. Department of Agriculture and to conform to all requirements of the U.S.D.A., the State of Florida, and any other regulatory body regarding the use, handling, records, and storage of donated food. The Contractor agrees to purchase U.S. grown foods when

possible. Contractor must provide letter with contract that confirms that U.S. grown foods are purchased for use in meals provided to Grantee.

When delivered to the nutrition sites, the food shall be wholesome and of good quality. All raw food used in the preparation of meals from the Grantee shall be of high quality and meet any required standards; as per Department of Elder Affairs guidelines in Chapter 4 of the DOEA Handbook and state, federal, and local guidelines. No home prepared or home canned food shall be used in the preparation of these meals.

No equipment will be furnished or maintained by the Grantee in the provision of meals, therefore, the Contractor shall supply and maintain approved automotive vehicles, insulated containers, and other appropriate equipment, service ware, cups, straws, napkins, accessories, and condiments appropriate for the storage, preparation, delivery, and the serving of hot and cold foods, abiding by all safety measures and sanitary practices in handling operations. The Contractor shall replace damaged equipment.

MEAL SPECIFICATIONS

All meals regardless of development method will provide each participating individual a minimum of 33 1/3% of the current Dietary Reference Intake nutritional needs of a 70+ moderately active female. Conformity to this requirement will be assured by planning menus developed by the grantee's contracted licensed dietician. Please review Attachment A for dietary guideline meal pattern and serving size guideline as required by the Department of Elder Affairs.

TAX EXEMPT CLAUSE

The Contractor shall follow Grantee tax exempt policy to ensure compliance with the Florida State Sales Tax exempt for purchases for use solely by the agency, program or project.

Bankruptcy Notification

If at any time during the term of the contract, the bidder files a claim for bankruptcy must immediately notify the grantee. Within ten (10) days after notification, the bidder must also provide the following information to the grantee: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address and telephone number of the bankruptcy attorney.

Complaint Procedures

The bidder shall develop and implement complaint procedures to process and resolve Grantee dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services. The complaint procedures shall include tracking the date, nature of complaint and the outcome of each complaint.

Incident Reporting

The bidder shall notify the grantee immediately but no later than forty-eight (48) hours from the bidder's awareness or discovery of conditions that may materially affect the bidder's ability to

perform the services required to be performed under any contract. Such notice shall be made orally to the Program Director (by Phone) with an email to immediately follow.

The bidder shall immediately report knowledge or reasonable suspicion of abuse, neglect or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 41.5, F.S., this provision is binding upon the bidder and their employees.

Conflict of Interest

The bidder shall establish safeguards to prohibit employees or management from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee shall participate in the selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, any of the above, has a financial or other interest in the firm selected for award. The bidder, officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from the contractors, potential contractors or parties to subcontracts. The bidder's management must disclose to the grantee any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of the commencement of this contract.

Data Integrity and Safeguarding Information

The bidder shall insure an appropriate level of data security for the information the bidder is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all bidder employees that request system or information access and ensuring that user access has been removed from all terminated employees. The bidder, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The bidder shall maintain written procedures for computer system back-up and recovery.

Computer Use and Social Media Policy

The DOEA has implemented a new Social Media Policy, in addition to Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties such as but not limited to Area Agencies on Aging and Vendors. Any entity that uses the DOEA's computer resources systems must comply with the DOEA's policy regarding social media. Social media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social network like Myspace, Facebook and Twitter, as well as content sharing networks such as Flickr and YouTube. This policy is available Department's Website at <http://elderaffairs.state.fl.us/doea/financial.php>

Special Provisions:

The bidder agrees to the following provisions:

Any report that implies criminal intent on the part of the bidder and referred to a governmental or investigatory agency must be sent to the grantee. If the bidder has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office or other governmental agency, the bidder shall notify the grantee immediately. A copy of all documents, reports, notes or other written material concerning the investigations, whether in the possession of the bidder, must be sent to the grantee's Administrator with a summary of the investigation and allegations.

Rejection of all Replies

The Grantee reserves the right to reject all replies at any time and by doing so assumes no liability to any Contractor.

Withdraw of IFB

The Grantee reserves the right to withdraw the IFB at any time and by doing so assumes no liability to any Contractor.

Costs of Preparation of Reply

By submitting a bid, Contractor agrees that Grantee is not liable for any costs incurred by the Contractor in responding to the IFB.

Debarment, Suspension, Ineligibility

Contractor, nor its principals may be presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation.

Waiver of Jury Trial

THE PARTIES AGREE TO WAIVE THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE DIRECTLY OR INDIRECTLY RELATED TO THE SERVICES IN THIS AGREEMENT INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR DEATH. THIS WAIVER IS INTENDED TO BE BROADLY CONSTRUED TO INCLUDE ANY AND ALL CLAIMS ARISING HEREUNDER.

Miscellaneous

- A. The Parties do not intend this Agreement to directly or indirectly benefit a third party by this Agreement and no third party shall be entitled to assert a claim against either Party based upon this Agreement.
- B. If this Agreement contains any unlawful provisions not an essential part of this Agreement and which appear not to have been a controlling or material inducement

to the making hereof, the same shall be deemed to be of no effect, and the same shall, upon the application of either Party, be stricken from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

- C. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- D. It is expressly understood by the Parties hereto that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the courts of Miami-Dade County, Florida.
- E. This Agreement constitutes the entire Agreement between the Parties and incorporates all prior understandings in connection with the subject matter hereof. This Agreement may not be changed, waived or discharged except by an instrument in writing signed by the Party against whom such change, waiver or discharge is sought to be enforced.

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DIETARY GUIDELINE MEAL PATTERN REQUIREMENT FOR ONE MEAL PER DAY

Food Group	Servings/Meal	Daily Dietary Guideline Recommendations
Grains	2 servings: (1 cup (cooked) pasta or rice, 2 cups cereal, 2 slices bread (1 ounce each)	6-ounce equivalent servings daily. Include 3-ounce equivalent of whole grain high fiber foods
Vegetable	1.7 servings: 3/4 cup cooked or 1-1/2 cups raw equivalent measure (may serve an additional fruit instead of a vegetable)	2 ½ cups (5 servings daily). Serve a variety of vegetables, including those that are dark green, red, and orange. beans/peas
Fruit	1 serving: ½ cup (4 ounces) or equivalent measure	1.5 cups (4 servings daily) Focus on whole fruits and include those that are deeply colored fruits such as oranges.
Dairy	1 serving: 1 cup (8 ounces) or equivalent measure	3, 1-cup equivalent servings daily. Select low-fat products
Protein Foods	1.7 serving: 2-ounce edible portion or equivalent measure	5 ounce-equivalent servings daily
Fat	1 serving: 1 teaspoon or equivalent measure is optional	Select foods lower in fat and saturated fat. Limit total fat to 30%, saturated 10% (20%)
Dessert	Optional	Select foods high in whole grains, low in fat and sugar
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, per seasonal preferences	

*Limit saturated fat, sodium, and added sugar

The Dietary Guideline Meal Pattern is based on the DRI for energy. It provides approximately 600 calories per meal. The number of servings for each food group is based on the USDA's ChooseMyPlate.gov for food groups and. These profiles represent the quantities of nutrients and other components that one can expect to obtain on average from one serving of food in each group. Serving sizes are based on the MyPlate (<http://www.choosemyplate.gov>). Although this meal pattern is based on food servings recommended in the Dietary Guidelines and Choose My Plate, it does not ensure that meals meet 1/3 of the DRI/AI and Dietary Guidelines.

Food Group Components and Serving Sizes: Serving size shall meet or exceed the guidelines listed in this section. Some foods are classified in more than one food group. However, a serving of a food can only be counted in one food group within the same

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Food Group Components and Serving Sizes: Serving size shall meet or exceed the guidelines listed in this section. Some foods are classified in more than one food group. However, a serving of a food can only be counted in one food group within the same meal. For example, dried beans may be counted as either a meat alternate serving or as a vegetable serving, but not both in the same meal. Likewise, cottage cheese may be counted as either meat alternate serving or milk alternate serving, but not both.

- A. Grains:** A serving of bread is generally 1 slice (1ounce); ½ cup pasta or grain product, or 1 ounce of ready-to-eat cereal. A variety of enriched and/or whole grain bread products, particularly those high in fiber are recommended. Serving sizes are:

Grains		Amount that counts as 1-ounce equivalent of grains	Common Portions and ounce equivalents
Bagels	WG*: whole wheat RG*: plain, egg	1 "mini" bagel	1 large bagel = 4-ounce equivalents
Biscuits	(baking powder/buttermilk–RG*)	1 small (2" diameter)	1 large (3" diameter) = 2-ounce equivalents
Breads	WG*: 100% whole wheat RG*: white, wheat, French	1 regular slice 1 small slice French 4 snack-size slices rye bread	2 regular slices = 2-ounce equivalents
Bulgur	Cracked wheat (WG*)	1/2 cup cooked	
Cornbread	(RG*)	1 small piece (2 ½" X 1 ¼" X 1 ¼")	1 medium piece (2 ½" X 2 ½" X 1 ¼") = 2-ounce equivalents
Crackers	WG*: whole wheat, rye, RG*: saltines, snack crackers	5 whole wheat crackers 2 rye crisp breads 7 square or round crackers	
English muffin	WG*: whole wheat RG*: plain, raisin	1/2 muffin	1 muffin = 2-ounce equivalents

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Grains		Amount that counts as 1 ounce equivalent of grains	Common Portions and ounce equivalents
Muffins	WG* whole wheat RG* bran, corn, plain	1 small (2 ½ "diameter)	1 large (3 ½" diameter) = 3-ounce equivalents
Oatmeal	(WG)	½ cup cooked 1 packet instant 1 ounce (1/3 cup) dry (regular or Quick)	
Pancakes	WG*: whole wheat, buckwheat RG*: buttermilk, plain	1 pancake (4 ½ "diameter) 2 small pancakes (3" diameter)	3 pancakes (4 ½ "diameter) = 3-ounce equivalents
Ready-to-eat breakfast cereal	WG* toasted oat, whole wheat flakes RG* corn flakes, puffed rice	1 cup flakes or rounds 1 ¼ cup puffed	
Rice	WG*: brown, wild RG*: enriched, white, polished	½ cup cooked 1 ounce dry	1 cup cooked = 2 ounce equivalents
Pasta- spaghetti, macaroni noodles	WG*: whole wheat RG*: enriched, durum	½ cup cooked 1 ounce dry	1 cup cooked = 2-ounce equivalents
Tortillas	WG*: whole wheat, whole grain corn RG*: flour, corn	1 small flour tortilla (6" diameter) 1 corn tortilla (6" diameter)	1 large tortilla (12" diameter) = 4-ounce equivalents

*WG = whole grains, RG = refined grains. This is shown when products are available both in whole grain and refined grain forms. Source: ChooseMyPlate.gov.

1. Increase servings of whole grain, wheat, bran, rye bread, and cereal products, to provide adequate complex carbohydrates and fiber.
2. Limit high-fat bread and bread-alternate selections such as biscuits, quick bread, muffins, cornbread, dressings, croissants, fried hard tortillas and other high fat crackers to limit total fat as well as saturated fat.
3. Bread alternates do not include starchy vegetables such as potatoes, sweet potatoes, corn, yams or plantains. These foods are included in the vegetable food group.

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- B. Vegetables:** A serving of vegetable, including dried beans, peas, lentils, lima beans, potato, plantains, sweet potato, and corn, is generally the following:

	Amount that counts as 1 cup of vegetables	Amount that counts as ½ cup of vegetables
Dark Green Vegetables		
Broccoli	1 cup chopped or florets 3 spears 5" long raw or cooked 1 cup cooked	
Spinach	1 cup cooked 2 cups raw is equivalent to 1 cup of vegetables	1 cup raw is equivalent to ½ cup of vegetables
Raw leafy greens: spinach, romaine, watercress, dark green leafy lettuce, endive, escarole	2 cups raw is equivalent to 1 cup of vegetables	1 cup raw is equivalent to ½ cup of vegetables
Red and Orange Vegetables		
Carrots	1 cup, strips, slices, chopped, raw, or cooked 2 medium 1 cup baby carrots (about 12)	1 medium carrots About 6 baby carrots
Tomatoes	1 large raw whole (3") 1 cup chopped, sliced, raw, canned, or cooked	1 small raw whole (2 ¼" diameter) 1 medium canned
Tomato juice	1 cup	½ cup
Sweet potato	1 large baked (2 ¼" or more diameter) 1 cup sliced or mashed, cooked	
Winter squash (acorn, butternut, hubbard)	1 cup cubed, cooked	½ acorn squash, baked = ¾ cup
Beans and Peas		
Dry beans and peas (such as black, garbanzo, kidney, pinto, soy bean beans, black eyed peas, or split peas)	1 cup whole or mashed, cooked	

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	Amount that counts as 1 cup of vegetables	Amount that counts as ½ cup of vegetables
Starchy Vegetables		
Corn, yellow, or white	1 cup 1 large ear (8" to 9" long)	1 small ear (about 6" long)
Green peas	1 cup	
White potatoes	1 cup diced, mashed 1 medium boiled or baked potato (2 ½" to 3" diameter) French fried: 20 medium to long strips (2 ½" to 4" long) (Contains added calories from solid fats.)	
Other Vegetables		
Cabbage, green	1 cup, chopped or shredded Raw or cooked	
Cauliflower	1 cup pieces or florets raw or cooked	
Celery	1 cup, diced or sliced, raw or cooked 2 large stalks (11" to 12" long)	1 large stalk (11" to 12" long)
Cucumbers	1 cup raw, sliced, or chopped	
Green or wax beans	1 cup cooked	
Green peppers	1 cup chopped, raw, or cooked 1 large pepper (3" diameter, 3 ¾" long)	1 small pepper
Lettuce, iceberg or head	2 cups raw, shredded, or chopped = equivalent to 1 cup of vegetables	1 cup raw, shredded, or chopped Equivalent to ½ cup of vegetables
Onions	1 cup chopped, raw, or cooked	
Summer squash or zucchini	1 cup cooked, sliced, or diced	

Source: <http://www.ChooseMyPlate.gov>

1. Fresh or frozen vegetables are preferred.
2. Vegetables as a primary ingredient in soups, stews, casseroles or other combinations dishes should total ½ cup per serving.

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	Amount that counts as 1 cup of vegetables	Amount that counts as ½ cup of vegetables
Dry beans and peas (such as black, garbanzo, kidney, pinto, soy beans, black eyed peas, or split peas)	1 cup whole or mashed, cooked	
Starchy Vegetables		
Corn, yellow or white	1 cup 1 large ear (8" to 9" long)	1 small ear (about 6" long)
Green peas	1 cup	
White potatoes	1 cup diced, mashed 1 medium boiled or baked potato (2 ½" to 3" diameter) French fried: 20 medium to long strips (2 ½" to 4" long) (Contains added calories from solid fats.)	
Other Vegetables		
Cabbage, green	1 cup, chopped or shredded Raw or cooked	
Cauliflower	1 cup pieces or florets raw or cooked	
Celery	1 cup, diced or sliced, raw or cooked 2 large stalks (11" to 12" long)	1 large stalk (11" to 12" long)
Cucumbers	1 cup raw, sliced, or chopped	
Green or wax beans	1 cup cooked	
Green peppers	1 cup chopped, raw, or cooked 1 large pepper (3" diameter, 3 ¾" long)	1 small pepper
Lettuce, iceberg or head	2 cups raw, shredded, or chopped = equivalent to 1 cup of vegetables	1 cup raw, shredded, or chopped = equivalent to ½ cup of vegetables
Onions	1 cup chopped, raw, or cooked	
Summer squash or zucchini	1 cup cooked, sliced, or diced	

Source: <http://www.ChooseMyPlate.gov>

1. Fresh or frozen vegetables are preferred.
2. Vegetables as a primary ingredient in soups, stews, casseroles or other combinations dishes should total ½ cup per serving.

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C. Fruits: A serving of fruit is generally the following:

	Amount that counts as 1 cup of fruit	Other amounts (count as ½ cup of fruit unless noted)
Apple	½ large (3.25" diameter) 1 small (2.5" diameter) 1 cup sliced or chopped, raw or cooked	½ cup sliced or chopped, raw or cooked
Applesauce	1 cup	1 snack container (4 oz.)
Banana	1 cup sliced 1 large (8" to 9" long)	1 small (less than 6" long)
Cantaloupe	1 cup diced or melon balls	1 medium wedge (1/8 of a medium melon)
Grapes	1 cup whole or cut-up 32 seedless grapes	16 seedless grapes
Grapefruit	1 medium (4" diameter) 1 cup sections	½ medium (4" diameter)
Mixed fruit (fruit cocktail)	1 cup diced or sliced, raw or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
Orange	1 large (3-1/16" diameter) 1 cup sections	1 small (2-3/8" diameter)
Orange, mandarin	1 cup canned, drained	
Peach	1 large (2 ¾" diameter) 1 cup sliced, diced, raw, cooked, or canned, drained 2 halves, canned	1 small (2" diameter) 1 snack container (4 oz.) drained = 3/8 cup
Pear	1 medium pear (2.5 per lb.) 1 cup sliced, diced, raw, cooked, or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
	Amount that counts as 1 cup of fruit	Other amounts (count as ½ cup of fruit unless noted)
Pineapple	1 cup chunks, sliced or crushed, raw, cooked, or canned, drained	1 snack container (4 oz.) drained = 3/8 cup
Strawberries	About 8 large berries 1 cup whole, halved, or sliced, fresh or frozen	½ cup whole, halved, or sliced
Watermelon	1 small wedge (1" thick) 1 cup diced or balls	6 melon balls
Dried fruit (raisins, prunes, apricots, etc.)	1/cup dried fruit is equivalent to 1 cup fruit. ½ cup raisins ½ cup prunes 1/cup dried apricots	¼ cup dried fruit is equivalent to ½ cup fruit 1 small box raisins (1.5 oz.)
100% fruit juice (orange, apple, grape, grapefruit, etc.)	1 cup	½ cup

Source: <http://www.ChooseMyPlate.gov>

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1. Frozen or canned fruit must be packed in juice or water.
2. Title III funds may only pay for full strength fruit juices. The only exception to this requirement is cranberry juice.

D. Dairy:

1. One cup low-fat, fat-free, buttermilk, low-fat chocolate milk, soy milk, or lactose-free milk fortified with Vitamins A and D should be used. Milk should be served from its original container, usually 8 ounces in size. Any deviations from this policy should be submitted in writing to the AAA's qualified dietitian for approval.
2. Low-fat or fat-free milk is recommended for the general population.
3. Powdered dry milk or evaporated milk may be served at congregate meal sites, but not for the main meal except for cultural or religious reasons. Each powdered milk or evaporated milk serving size must be equivalent to one cup of milk. Powdered milk may be used with frozen home-delivered meals and emergency meals.
4. Dairy alternates, listed in the chart below, may be provided in place of milk (for the equivalent of one cup of milk).
5. All milk containers must have a clearly labeled expiration date.
6. Policies and procedures shall be developed, and implemented, to address instances when milk is received, e.g., without an expiration date, past the expiration date, past the sell-by date, past the best-by date, or past the use by date.

Dairy Alternates
1 cup yogurt
1 ½ ounce hard cheese (Cheddar, Monterey, Provolone, Colby, American Mozzarella, Swiss, Parmesan) or 2 ounces processed cheese (American)
8 ounces tofu (processed with calcium salt)
1 ½ cup ice milk/ice-cream
1 ½ cup cottage cheese 1% fat
1 ½ cup custard

Source: <http://www.ChooseMyPlate.gov>

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- E. Protein Foods:** Two to three ounces edible portion of meat, poultry, fish, or meat alternate (or a combination of) should be provided for the lunch or supper meal. Meat serving weight is the edible portion, not including skin, bone, or coating. A one-ounce equivalent of a meat alternate includes:

	Amount that counts as 1 ounce equivalent in the Protein Foods Group	Common portions and ounce equivalents
Meats	1 ounce cooked lean beef 1 ounce cooked lean pork or ham	1 small steak (eye, round, or filet) = 3 ½ to 4-ounce equivalents 1 small lean hamburger = 2 to 3-ounce equivalents
Poultry	1-ounce cooked chicken or turkey, without skin 1 sandwich slice of turkey (4 ½" x 2 ½ x" 1/8")	1 small chicken breast half = 3-ounce equivalents ½ cornish game hen = 4-ounce equivalents
Seafood	1-ounce cooked fish or shell fish	1 can tuna, drained = 3 to 4-ounce equivalents 1 salmon steak = 4 to 6-ounce equivalents
Eggs	1 egg	3 egg whites = 2-ounce equivalents 3 egg yolks = 1-ounce equivalents
Nuts and seeds	½ ounce of nuts (12 almonds, 24 pistachios, 7 walnut halves) ½ ounce of seeds (pumpkin, sunflower, or squash seeds, hulled, roasted) 1 Tablespoon of peanut butter or almond butter	1 ounce of nuts or seeds = 2-ounce equivalents
Beans and peas	¼ cup of cooked beans (black, kidney, pinto, or white beans) ¼ cup of cooked peas (chickpeas, cowpeas, lentils, or split peas) ¼ cup of baked beans, refried beans ¼ cup (about 2 ounces) of tofu 1 oz. tempeh, cooked ¼ cup roasted soybeans 2 Tablespoons of hummus	1 cup split pea soup = 2-ounce equivalents 1 cup lentil soup = 2-ounce equivalents 1 cup bean soup = 2-ounce equivalents 1 soy or bean burger patty = 2 ounce equivalents

1. A one ounce serving or equivalent portion of meat, poultry, or fish may be served in combination with other high protein foods.
2. Except to meet cultural and religious preferences and for emergency meals, avoid serving dried beans, peas or lentils, peanut butter or peanuts, and tofu for consecutive meals or on consecutive days.
3. Cooked dried beans, peas, or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
4. Nuts and seeds may be used to meet no more than one-half of the meat alternative meal requirements, and must be appropriately combined with other meats/meat alternates to fulfill the requirement.
5. Cured meat products, such as ham, smoked or polish sausage, corned beef, dried beef, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than once a week. Bacon is not considered a meat alternate, since it provides primarily fat, sodium, and few other nutrients.
6. Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the protein intake of program clients. The recommended ratio of protein product to meat is 20:80.
7. Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternates.

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Portion Control Guide—Protein Foods	
Food Item	Required Portion Size = 3 ounces
Cottage cheese—2 ounces by weight = ¼ cup	6 ounces by weight = ¾ cup
Chicken	1 drumstick and 1 thigh or ½ breast = 3 ounces
Chili, soups	Must serve at least 1 ½ cup containing 3 ounces of meat or meat alternate to provide one meal
Cooked dried beans and peas	1 ½ cup
One egg = 1 ounce	3 eggs
Lasagna, Macaroni and Cheese, Beef or other Meat Stew, Meat Casseroles	1 ½ cup
Meat Loaf 1 slice 2" x 4" x 2" = 4 ounces	4 ounces (yield from a 20" x 12" x 2" pan = 33 servings)
Pizza 3 ¼ "x 7" = 3 ounces M/MA	10 servings per 18" x 26" pan or 5 + servings from 12" x 20" pan
Roast Meats	3 ounces
Sandwiches, sliced meats/cheese Salad type fillings	3 ounces 3 ounces = ¾ cup filling
Spaghetti sauces with ground beef	1 cup
Tofu	4 ounces

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F. Prepared Fish Products:

Fish Product	Serving or Portion Size
Fish sticks, Frozen Fried Breaded, 60 percent fish	Six 1-ounce sticks = 3 ounces cooked fish
Fish sticks, Frozen Raw Breaded, 72 percent fish	Six 1-ounce sticks = 3 ounces cooked fish
Fish portions, Frozen, Fried Battered. There is no standard portion for this product. Specify 45 percent fish and require a certificate of inspection from the processor	9-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Fried Breaded	6-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Raw Breaded 75 percent fish	6-ounce portion = 3 ounces cooked fish
Fish portions, Frozen, Unbreaded	4-ounce portion = 3 ounces cooked fish

G. Additional Menu Development Considerations:

1. **Canned Soups:** Most canned soups do not contain enough meat to make a substantial contribution to the meat requirement. For example: Bean soup or Pea Soup: A 1-cup serving of soup contains ½ cup beans or peas. This is equivalent to one ounce of Meat/Meat Alternative. It would take 3 cups to provide the required 3 ounces of Meat/Meat Alternative.
2. **Hot Dogs/Frankfurters:** Red meat (beef, pork, etc.) and poultry (turkey, chicken) hot dogs that do not contain meat by products, cereals, binders, or extenders:
 - a. 1 ounce of product provides 1 ounce of cooked lean meat. Look for products labeled “All Meat”, “All Beef”, “All Pork”, etc. If a single hotdog equals 2 ounces, it will take one and a half hot dogs to equal a 3-ounce portion.
 - b. Hot dogs containing meat by-products, cereals, binders, or extenders are not acceptable on an ounce-for-ounce basis. Product labeling will indicate the presence of any such ingredients.

- c. If using hotdogs containing extenders or binders, only the cooked or lean meat portion of the product can be used toward the Meat/Meat Alternatives requirement. Obtain product information from the manufacturer if necessary.

H. Accompaniments, Condiments and Product Substitutes:

1. Include traditional meal accompaniments as appropriate, e.g., condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, tartar sauce with fish, salad dressing with tossed salad, and margarine with bread or rolls. Whenever feasible, provide reduced fat alternatives.
2. Salt substitutes shall **not** be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but shall not be counted as fulfilling any part of the nutritive requirements.
3. Sugar, condiments, seasonings or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents.
4. Sodium: The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. Florida has a diverse population and the Nutrition Programs in the State provide culturally appropriate meals to many ethnicities. Programs that choose to provide culturally appropriate meals, but are concerned with the sodium content of the meals, may consider:
 - a. Providing nutrition education on sodium.
 - b. Continuing to work with the sodium content of meals, making small steps to reduce the levels of sodium over time.
 - i. Consistently placing foods that are a good source of potassium on the menus to provide maximum benefits to the seniors. Potassium rich diet blunts the effect of salt on blood pressure.
 - ii. Using low sodium version of high sodium foods when available and feasible within budget allowances.

I. Fat:

1. Minimize use of saturated fat in food preparation. Fats should be primarily monounsaturated and polyunsaturated vegetable oils, such as olive, peanut, corn, safflower, canola, cottonseed, and soybean oils. Eliminate use of palm oil and coconut oil in food preparation.
2. The use of butter or fortified margarine as a spread for the bread is optional because of the emphasis on reducing fat content of the meals.

J. Desserts:

1. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. However, effort must be made to limit the amount of added sugar in the food preparation.
2. Preferred desserts include fresh, frozen, or canned fruit packed in their own juice, and low-fat products made with whole grains and/or low-fat milk.
3. Pudding made with low-fat milk, low-fat ice cream, ice milk, or frozen yogurt may be served where feasible due to the increased calcium needed by the elderly.
4. High-fat baked goods such as brownies, cakes, cobblers, cookies, and pies should be limited to once a week.

- K. Beverages:** Fluid intake should be encouraged. Dehydration is a common problem in older adults. It is a good practice to have drinking water available. Nonnutritive beverages such as coffee and tea do not contribute with nutrient requirements but can help with hydration. It is recommended meal site managers stop serving nonnutritive beverages (such as coffee or tea) 30 minutes prior and during the meal time to encourage participants to increase intake of the nutritive beverages (i.e. milk, fruit juice) that are listed on the posted menu.

- L. Functional Foods:** Functional foods are foods in which the concentrations of one or more ingredients have been manipulated or modified to enhance their contribution to a healthy diet. Examples include everything from fruits, vegetables, grains and legumes, to fortified or enhanced foods. Nutrition programs are encouraged to use functional foods in menus whenever possible. Additional information regarding functional foods can be found at <http://www.eatright.org>.

Menu Substitutions Policy & Procedure

In following with the requirements set forth by the Department of Elder Affairs, Programs and Services Handbook, below are approved menu substitution guidelines for caterers and nutrition program providers.

1. This menu substitution policy and procedure must be made available to site managers and the caterer.
2. Menu substitutions must be kept to a minimum, less than 5 per month. Substitutions are allowed under the following conditions:
 - a. The caterer should use the substitution guidelines below to choose a suitable replacement for that food item on the menu.
 - b. Substituted foods should come from the same group (see below) and provide equivalent nutritional value of the food being substituted. For example: a fruit high in Vitamin C must be substituted with another fruit on the list of those high in Vitamin C.
 - c. If there are no available substitutions from the list below, the caterer must choose a food within the same food group. For example: substitute a vegetable for a vegetable, a fruit for a fruit, a meat for a meat, etc.
 - d. If the food item is not on the pre-approved substitution list, the caterer or the Nutrition Provider must obtain approval from a licensed dietitian prior to making a substitution
 - e. If a licensed dietitian is not available, the Nutrition Provider staff or caterer staff member will make the best choice available using the substitution guidelines and document accordingly.
3. All menu substitutions must be documented and kept on file for monitoring purposes. The Substitution Log must include the following:
 - a. Congregate site staff member will note the substitution on a log and report it to the main office
 - b. the date of the substitution
 - c. the original menu item and the substitution made
 - d. the reason for the substitution
 - e. the signature of the employee noting the substitution
 - f. the volume and frequency of substitutions must be justified by the reasons provided
 - g. Documentation of all menu substitutions must be kept on file for at least two years for monitoring purposes

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Below is a pre-approved list of substitutions you can use. If the food is not on the list or you have questions, contact your Registered Dietitian (RD) or document if you are not able to reach the RD.

Vegetables – Find the menu item and replace with a vegetable from the following sub-group in which it is found. For example, if carrots are unavailable, substitute with orange squash, pumpkin, or sweet potato. However, if neither of those is available, you may substitute the carrots with any other vegetable.

Dark Green	Orange	Legumes	Starchy Vegetables	Other Vegetables
broccoli Brussels sprouts collard greens romaine lettuce mixed greens kale spinach turnip greens	carrots orange squash pumpkin sweet potato	black beans black-eyed peas garbanzo beans lentils lima beans navy beans pigeon peas pinto beans red/kidney beans split peas	corn malanga peas plantains potato - baked, boiled or mashed sweet potato yucca	beets broccoli cabbage/coleslaw cauliflower celery eggplant green beans mixed vegetables okra red or green bell pepper tomatoes tomato juice/paste/sauce turnips yellow squash zucchini

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Fruits - Find the menu item and replace with a fruit from the following sub-group in which it is found. For example, if apricots are unavailable, substitute with cantaloupe, cherries, mango, peaches, plums, grapefruit, or watermelon. However, if neither of those is available, you may substitute the apricots with any other fruit. If fresh fruits are not available, you may substitute with a canned fruit.

Citrus/Vitamin C 100% juices with Vitamin C added- apple, cranberry, pineapple juices applesauce – with Vitamin C added cantaloupe citrus fruit cups grapefruit or 100% grapefruit juice guava oranges or 100% orange juice mandarin oranges/tangerines nectarines papaya plantains – boiled or baked plums/prunes strawberries tropical fruit cups	Vitamin A apricots cantaloupe cherries grapefruit mango peaches plums/prunes watermelon	Other Fruits apples applesauce banana fruit cocktail peaches pears pineapple plums/prunes raspberries raisins other 100% fruit juices
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Note: For substituting canned fruits in juice with fresh fruits please use the following list. Please note that these items have been nutritionally analyzed to ensure that the vitamin C and potassium levels of the canned fruit item will be the same range or above with the fresh fruit option. Also, the calorie levels were analyzed to make sure it is most similar.

Canned	Fresh
Pears	Apple
Pineapple	Banana
Applesauce	Orange
Peaches	Apple
Mixed Fruit	Orange

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Grains - Find the menu item and replace with a grain from the following sub-group in which it is found. For example, if brown rice is unavailable, substitute with barley, kasha, whole wheat pasta or whole wheat bread. However, if neither of those is available, you may substitute the brown rice with any other grain.

<u>Whole Grain</u> barley brown rice kasha oatmeal whole grain cereals where first ingredient is a “whole” grain whole wheat bread or rolls whole wheat pasta	<u>Non-Whole Grains</u> cereals where first ingredient is an “enriched” grain egg noodles enriched cereal bars white or honey wheat breads or rolls white pasta white rice
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Meats – When substituting meats, the following guidelines should be taken into consideration:

1. Choose lean meats and avoid frying
2. Avoid highly processed meats such as hot dogs, salami, sausage, bologna, cured meats or other high sodium meats
3. In the event of a hurricane where a cold meal/sandwich is provided, you may use 3oz deli style ham, turkey, chicken, roast beef, and any cheese.

Milk/Dairy – Milk substitutions should be rare but in the event that it would need to take place, the following are acceptable options.

Low Fat or Reduced Fat Milk, Low Fat Powdered Milk, Low Fat Yogurt, Cheese

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