Request for Proposal

Meal Preparation for Summit County

Home-Delivered Meal Program (Meals on Wheels)

ISSUED BY

Mountainland Association of Governments (MAG)

Area Agency on Aging

DATE OF ISSUE

June 12, 2023

MAG
MEALS ON WHEELS

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PART 1: OVERVIEW AND INSTRUCTIONS

1.1 PURPOSE OF THE RFP

The Mountainland Association of Governments (MAG) Department of Aging and Family Services, serving as the Area Agency on Aging for Summit, Utah, Wasatch counties, is soliciting proposals from qualified firms "Proposer / Contractor" to provide for the preparation of hot meals for the Home-Delivered Meal (HDM) Meals on Wheels (MOW) Program in Summit County. These meals are provided five days a week, Monday through Friday, with the exception of some MAG-designated holidays.

MAG delivers approximately 75-150 meals daily to various HDM/MOW program-eligible seniors in their homes throughout the Summit County area.

This RFP is intended to provide interested Applicants with sufficient minimum requirements. The requirements in the Scope of Work for this RFP are not intended to limit a proposal's content or creativity.

1.2 DEADLINE FOR PROPOSAL SUBMISSION

To be considered for contract award, each bid must arrive in the MAG offices located at 586 East 800 North, Orem, Utah, 84097, **no later than 12:00 noon MDT, August 7, 2023.** Each bid must be sealed in an envelope which is clearly labeled in the lower left-hand corner with the words: "SEALED BID: SC MEALS PREPARATION–FORMAL OPENING ONLY." All bids will be date/time stamped upon receipt. **No bid proposals will be accepted after the closing date and time.**

1.3 PROJECTED SCHEDULE FOR THE RFP PROCESS

MAG reserves the right to modify the following schedule at its discretion:

Activity	**Date**
RFP Released	June 12, 2023
Final Day to Submit Questions	July 3, 2023 at 5:00 p.m.
Answer Deadline	July 10, 2023
Proposal Due Date	**August 7, 2023 at 12:00 noon**
Site Visits (Date to be Selected)	August 14, 15 or 21, 2023
Provider Contract Awarded	September 14, 2023
Selected Provider Begins Operations	November 27, 2023

1.4 QUESTION SUBMISSION

Questions regarding the RFP process may be submitted to mealrfp@mountainland.org until 5:00 p.m. on Monday, July 3.

Do not directly contact MAG employees, selection committee members, or Executive Council Members.

PART 2: SCOPE OF WORK AND REQUIREMENTS

2.1 BACKGROUND

MAG Aging and Family Services Senior Nutrition Program provides meals to program eligible HDM/MOW clients in Summit County on weekdays, Monday through Friday, with some exceptions for MAG designated holidays. Approximately 75 meals are prepared daily. MAG desires to identify a meal preparation provider that can have meals prepared, packaged and ready for loading by a MAG Delivery Driver into a MAG vehicle by 8:00 a.m. on all delivery days. Secure parking for two to three Meals on Wheels trucks is preferred.

MAG anticipates that demand will be approximately 75-150 meals per week, but due to actual demand and other variables, including participant levels, Federal, State and local funding levels, etc., orders for meals may fluctuate widely. Nevertheless, the selected contractor is obligated to supply all meals ordered, even if the number of meals is lower than, or exceeds the anticipated demand.

MAG will be responsible for managing the contract with the awarded Contractor and assuring adherence to the nutritional requirements of the Older Americans Act for Title III-C meals. MAG will also manage the administrative needs of HDM/MOW recipients in accordance with the Older Americans Act (OAA) and MAG policy.

2.2 COVERAGE

This RFP is intended for the procurement of services within the geographic boundaries of Summit County; contractor shall prepare and package meals, at a point in Summit County, to be approved by MAG. Consideration will be given to a central location in Summit County and MAG costs associated with delivery of meals from the site, timeliness of meal delivery from site, ability of food to maintain desired quality, etc., as part of the evaluation process.

2.3 SCOPE OF WORK AND TASKS TO BE COMPLETED

The awarded Contractor shall be required to provide the following services and tasks.

Procurement and acceptance of all food items and products used by the Contractor will be the responsibility of the Contractor.

MEAL REQUIREMENTS

MAG Meal Specifications
The following section describes general requirements for meals produced for the HDM/MOW daily meal in Summit County.

All meals provided by Contractor must meet the established requirements as outlined in the implementing regulations for the Older Americans Act of 1965, as reauthorized under the 2016 Older Americans Act (OAA) Reauthorization, which includes the provision that meals are nutritionally adequate based on the Daily Recommended Intake (DRI) for persons greater than 70 years. Meals averaged over a one-week period must meet one third of the DRI, with the exception of tracking vitamins A, D and E and

the average calorie count per week. See below for calorie count level requirements. Calorie counts and sodium levels may not vary over five (5%) percent on average of the contract requirements for the week. The successful proposer will submit proposed menus for MAG Aging and Family Services/Nutrition Programs as called for in the RFP document. An initial menu, to be approved by a MAG appointed dietician, must be in place at least 30 days prior to beginning service at the start of the contract period.

Title III-C Meal Requirements

All meals must meet requirements of Title III-C of the Older Americans Act and the implementing regulations of the act. The average weekly meal must contain at least one-third of the current Dietary Reference Intake (DRI) as established by the National Academy of Science Food and Nutrition Board. In order to achieve the 1/3 DRI, menus must comply with the menu pattern chart provided, incorporate the dietary guidelines and My Plate of the U.S. Department of Agriculture/Health and Human Services, and contain variety in the areas of color, texture, and food choice (see Exhibit A).

Sample menus for at least 20 daily meals, or four weeks, must be included with all proposal submissions.

Nutrient and Dietary Requirements

The Contractor may have on its staff a qualified, experienced Dietitian who will supervise meal planning and menu preparation and provide MAG access to those approvals at any time. Alternatively, if Contractor does not retain a staff dietician, accommodations may be made for the MAG contracted dietician to advise on matters of food quality and content, and ensure meals meet prescribed nutrition guidelines established below.

All menus must comply with the most recent Dietary Guidelines for Americans 2020-2025, available at: https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/current-dietary-guidelines

All meals must fulfill the following specifications:

- The caloric range per meal must fall between 660 and 858 calories.
- The fat content, based on total average calories per week, must not exceed 30%.
- Less than 10% of total calories from added sugars.
- Sodium content, based on a 7-day average should be no more than 760 mg per meal.
- Foods high in fiber are required. The weekly average per meal must contain a minimum of 8 grams of fiber.

Temperature Requirements

The following temperature requirements must be maintained:

- Hot foods shall be packed at a temperature of 155° to 165° F and delivered in temperature-retaining containers, serving temperature to be at least 140° F.
- Cold foods shall be kept at 40° F or below during packing, transportation, storage, and serving.
- Frozen foods shall be kept at 0° F or below during packing, transportation, and storage.

Menu Changes

Once monthly menus are approved, MAG must approve any alterations, deviations, or substitutions from approved menus prior to preparation. Contractor shall provide MAG a minimum 24-hour advanced notification of any menu alterations. Any alterations, deviations, or substitutions from an approved menu without prior MAG approval may not be eligible for payment.

Meal Variety
Menus must be planned so that food items within the meat, vegetable, fruit, bread and dessert groups provide a variety of food and nutrients. Meals must be different for each day of the month, but menu cycles can be repeated in the next month. MAG encourages a variety in menu options.

MAG is obligated to address minority and ethnic populations within Summit County. The Contractor is encouraged to adjust the menu to address the minority and ethnic populations as part of their menu planning process, or upon special request by MAG.

Seasonal Food Items
Menus should be prepared utilizing the availability of seasonal foods to the best possible advantage.

Coordination
The MAG Meals on Wheels & Senior Nutrition Manager and/or Designee shall communicate or meet with Contractor on a regular basis to review menu, food quality and operational concerns. The Contractor will coordinate on a quarterly basis with MAG Aging and Family Services/Nutrition Program Coordinator or Designee to receive feedback, and to review menus for the program.

Quantities Prepared
Due to requirements specified in the Older Americans Act and its implementing regulations, a meal served that is missing a particular component or that has an incomplete component cannot be claimed as a meal served by MAG. The Contractor must be prepared to provide all five food groups for every HDM/MOW meal as identified in the My Plate, Exhibit A.

Evaluations
Evaluations of the performance of the Contractor may include, but are not limited to, surveys of consumers, state agencies, Public Health Department, MAG staff, and/or consultants.

Nutritional Analysis
Any new recipes must be provided to MAG at least 45 days prior to using items in the menu to allow necessary review by MAG's Dietitian. Nutrient content of all daily menus will be determined by MAG's Dietitian using a computer dietary analysis software package. The software database provides actual product specific nutritional data obtained from the manufacturer for all formulated or processed foods, prepared salads; precooked meats, poultry, fish and pork products; gravy and sauce mixes; cookies, muffins, cakes and similar items; dehydrated potato products, baking mixes and other convenience food items.

All menus must utilize approved recipes that have completed nutritional analysis. Nutritional analysis will be performed using current DRI recommendations for persons greater than 70 years of age or older.

MAG reserves the right to require modifications of proposed menus if they do not conform to nutritional requirements or if they are not appropriate for senior citizens.

The Contractor agrees that in the event certain menu ingredients or components prove to be unpopular among the program participants, MAG can request suitable substitution of items of comparable nutritional value and price. The Contractor will comply with making suitable substitution of items as necessary.

Menu Cycles
The Contractor shall provide MAG with monthly menus at least 30 days prior to the month the menu will be served. This allows MAG an opportunity to review and approve menus. MAG will post menus on our website. Contractor will prepare menus to be distributed by the MAG Driver to all HDM clients prior to the new month.

Menu Pattern
The Menu Pattern contains 30-35 entrees per cycle. Entrees are categorized in the following manner:

- Menus must contain both A and B meats each week to accommodate the preferences of the senior population. "A" meat items are to be non-processed, fresh cuts of meat that may be chopped, shredded, ground or sliced. "B" meat items are processed meat with extenders or additives.
- Items that the seniors enjoy will be served during the month, such as: Meatloaf, Lasagna, and other comfort foods.
- Cold, green salad must be offered once a week. Fifty percent of greens must be dark green.
- Bread will be offered with appropriate meals, such as: breadstick with spaghetti and meatballs or Italian style dishes; bun, hoagie, tortilla with appropriate meal.
- Milk must be served with each meal.
- Dessert is to be offered at least once weekly and will consist of:
  - cookie/cupcake, pudding or fruit dessert, gelatin dessert.
  - A diabetic dessert will be provided if needed.
- In addition to milk, other dairy products like cheese and yogurt are to be included in the monthly cycle.
- All gravies, made from base, will be made of at least one-half low-sodium base. Gravies shall be included where customary and appropriate and shall be in three (3) ounce portions when supplied. The use of low-fat gravies is strongly encouraged.
- Sauces will be in 2-ounce portions when supplied.

Regular Meal Components
All meals shall be based on the MyPlate guidelines, Exhibit A. Those guidelines can be found at https://www.myplate.gov/ under the "Eat Healthy" tab and are as follows:

Meat or Meat Alternative
At least three (3) ounces of cooked edible solid USDA choice grade meats (excluding skin, bone, breading and fat) such as roast beef, baked ham, roast sliced turkey, chicken, roast pork, or fish, or a suitable meat substitute (protein or soy) must be included with each meal. The cooked weight portion size of chopped meat items such as Salisbury steak or meatloaf is to be three (3) ounces.

Substitutions for one (1) ounce of cooked meat include:

- One (1) egg (maximum of two (2) eggs per entrée)
- ½ cup cooked dried beans, peas, or lentils.
- Two (2) tablespoons of peanut butter.
- One (1) oz. soy

- Textured protein products must meet the following conditions:
    - All textured vegetable protein products must bear a label identifying the product as being acceptable to the United States Department of Agriculture.
    - Textured vegetable protein products must be prepared only in combination with meat.
    - Textured vegetable protein used as an extender in meat must not exceed five (5%) percent (dry weight.)

Vegetables and Fruits

It is preferred to serve two (2) vegetables and one fruit (total of three ½ cup servings), however, as long as the nutrients are met, it can be any combination of 1.5 cups (or ½ the plate) of vegetables and fruits.

A minimum of one vegetable and one fruit shall be provided per meal:

- Vegetable: one (1) serving = ½ cup cooked, canned, frozen or fresh
    - Salads are to be one (1) cup per serving
        - Tossed salad shall contain at least four (4) ingredients including one dark green vegetable.
- Fresh, frozen, and canned vegetables may be used. When canned vegetables are used:
    - Attention must be given to sodium levels so as not to exceed contract requirements.
    - No salt should be added in cooking to minimize the sodium content.
- Fruit: one (1) serving = ½ cup cooked, canned, frozen or one (1) medium piece variety as specified at https://www.myplate.gov/eat-healthy/fruits
- Legumes are classified as a vegetable.
- Dark green and orange vegetables shall each be served once per week.
- Tomato and other vegetable sauces, juices and purees are not considered a menu component unless they are in combination with ½ cup or more of vegetables.

Bread, Pasta, Rice, Potato or Tortilla

One (1) or two (2) servings per meal. In order to meet the average weekly fiber goal, it is recommended that whole grain bread, rolls, pastas, and rice be served on a regular basis. When bread is served:

- At least one (1) ounce of enriched or whole grain (does not contain any enriched wheat flour) bread, biscuits, muffins, rolls, sandwich buns, cornbread, or other hot breads are to be provided.
- One (1) serving of Pasta, Rice, Potato is equal to ½ cup
- One (1) Tortilla (must be 7 inches in diameter)
- A complete sandwich is considered to be two (2) slices of bread with the required meats and vegetables added. Sandwiches should include fresh lettuce and a tomato slice (no less than 1/8" thickness).

Butter/Margarine

- One (1) teaspoon of butter or margarine will be served when appropriate bread is served.
    - Butter is preferred.
- Oil or butter used in cooking cannot be counted for one (1) teaspoon to be served in menu patterns.

Dairy

- One-half (1/2) pint 1% milk fortified with vitamins A and D shall be served.
    - Can be offered in either plain or chocolate flavors.
- Additional dairy products such as yogurt and cheese are highly encouraged to increase calcium and nutritional variety in meals.

Desserts

Desserts are optional, but will be served at least once weekly. A variety of baked goods, cookies, cupcakes, pies, etc. will be served per menu cycle. Desserts will consist of:

- One (1) baked goods, one (1) milk based dessert or one (1) fruit based dessert or gelatin, with consideration given for a diabetic dessert when requested.
    - Fruit based desserts shall contain at least one-third 1/3 cup fruit. These include crisps, cobblers, pies, tarts and stewed fruits.
    - Milk based desserts will include rice pudding, tapioca, bread pudding, custards or regular pudding. (Yogurt is not a part of this dessert group).

Condiments

Appropriate condiments are to be served where customarily expected. Condiments do not need to be included in the nutrition analysis. These include salad dressing with salad, ketchup, mustard, tartar sauces with meat and fish, as appropriate.

All meal components will include an appropriate condiment.

Therapeutic Meals

Contractor will also prepare and individually package therapeutic meals for HDM clients that meet special diet requirements, including ground meat, mechanical soft, and pureed diets. Contractor must also be willing to provide an alternate meal, such as a salad, for vegetarians or as requested. Other special requests may be provided to clients at MAG and Contractor discretion.

Other Provisions

One menu item cannot be counted as meeting two requirements.

Combination entrees/sandwiches should contain not less than two (2) ounces cooked edible portion of meat per portion with one (1) ounce meat alternative. Portion should be at least one (1) cup per serving.

Contractor may be asked to provide frozen dinners for days that deliveries are not made, such as weekends or designated MAG holidays, as needed, and are subject to the same price and specifications as other meals referred to in this RFP. MAG will provide at least 24 hour notice prior to requesting any frozen meals.

MAG may also negotiate with the Contractor to provide shelf-stable meals, and/or to develop an emergency response plan to provide meals in the event of an emergency situation subject to price and availability.

Other Policies

Currently, MAG receives cash in lieu of commodities from the U.S. Department of Agriculture as a means of reimbursement for each meal served. In the event commodities are available and are

determined to be in the best interests of MAG, as determined by MAG, successful Contractor will work to incorporate said commodities into the menu cycle for use in meal preparation.

General Provisions

MAG Responsibilities

MAG will designate the Meals on Wheels & Senior Nutrition Manager or designee as primary contact, and to provide oversight of the project, to ensure the project is implemented successfully, to provide feedback, to address issues as they arise, and to ensure meals meet the quality and nutritional specifications identified in the scope of work.

MAG reserves the right to be the sole judge as to the acceptability of meals, products and services provided.

MAG will provide all meal packaging and a sealer. MAG shall provide feedback on quality control regarding portion size, appearance, packaging, wholesomeness and quality of food.

MAG will provide the final daily meal count through our nutrition database to the Contractor at least one day prior to the date meals will be served.

From time to time it may be necessary to amend certain aspects of meal preparation guidelines due to changes in program and/or meal preparation requirements imposed by Federal and/or State policy, or by other requirements placed on MAG (example, changes in dietary requirements). MAG will provide prompt notification to the Contractor of such changes and will negotiate with the Contractor to determine how to incorporate those changes into meal planning and preparation processes.

MAG will pay Contractor in accordance with the agreed bid rate upon receipt of itemized billing for approved services given and supported by information contained on Contractor's invoice and upon receipt of reimbursement from the State of Utah for said services. MAG will make each payment within thirty (30) days of receiving the Contractor's approved invoice. MAG has the right to clarify information provided on Contractor's invoice, and to correct an incorrect invoice before paying, including adjustment for non-compliant meals served.

MAG will not request services for which funding is not appropriated.

Contractor Responsibilities

Subject to Contractor security requirements and completion of appropriate background checks as determined by the Contractor, the Meals on Wheels & Senior Nutrition Manager, or designee, is an agent of MAG that should be provided unrestricted access at any time to all areas of the kitchen, preparation, and storage facilities. Contractor must also provide access to MAG Delivery Drivers as necessary to facilitate efficient loading of meals into vehicles. Contractor reserves the right to complete Contractor's background check for Delivery Drivers prior to granting access, as deemed appropriate.

Contractor will employ qualified and knowledgeable staff that can meet the performance specifications of this RFP as outlined in Exhibit B.

Health Permit and Business License

The Contractor is responsible for obtaining and keeping current the Health Department Permit and Business License. These items are to be displayed in a prominent place at the kitchen location. Renewal of these yearly permits is to be obtained prior to the expiration of the previous permit. A copy of the Business License and Health Department Permit will be provided to the MAG Meals on Wheels & Senior Nutrition Manager annually.

Financial

Provide monthly invoices to MAG with documentation detailing daily services provided and associated costs.

Monthly invoices for payment of services shall be delivered to MAG by the 10th working day of the month for service provided in the previous month.

The Contractor shall maintain accurate accounting records for all goods and services provided, and shall retain all such records for a period of at least three (3) years following termination of the contract. MAG, State and Federal authorities shall have access to and the right to audit any records or other document pertaining to the contract, said audit rights to exist throughout the term of the contract and for a period of (3) years thereafter. Contractor agrees to comply with all audit findings made by MAG, State and Federal authorities.

Except to the extent arising from the acts or omissions of MAG, Contractor agrees to release, indemnify and save harmless MAG, its officers, directors, principals, agents and employees and the State of Utah, its department, officers, agents and employees from any and all liabilities, claims, suits, proceedings losses, damages, injuries, judgments, settlements and expenses including attorney's fees, costs of suit and expert witness fees and costs, which arise out of Contractor's performance, whether by negligence, omission, wrongful act or otherwise and whether raised by complaint, counterclaim, cross claim, third party actions.

Quality

Plan and prepare meals to meet nutritional needs of MAG HDM/MOW clients in accordance with the recommended or required dietary allowance of Federal, State, and local regulations and in accordance with MAG program requirements.

Contractor will cook and prepare food items in a fresh and wholesome manner giving consideration to the following:

- Taste
- Freshness
- Creative menu planning
- Appealing appearance
- Proper cooking procedures
- Variety of food, nutrients and color.
- Appropriate packaging to ensure food safety, durability of product during transport.

Products used for meal preparation should be properly rotated with special attention given to perishable products to ensure freshness and quality.

Temperature
Food will be prepared to maintain an appealing appearance, taste and condition at time of delivery. The following temperature requirements must be maintained:

- Hot foods shall be packed at a temperature of 155° to 165° F and delivered in temperature-retaining containers, serving temperature to be at least 140° F.
- Cold foods shall be kept at 40° F or below during packing, transportation, storage, and serving.
- Frozen foods shall be kept at 0° F or below during packing, transportation, and storage.

Proper Quantities
Contractor will produce menu components for each meal in quantities specified in the contract. Effort should be given to create uniform portion sizes for each meal avoiding too large portions in some meals and too small portions in others.

Appropriate condiments are to be served where customarily expected. These include salad dressing with salad, ketchup, mustard, tartar sauce with meat products, as appropriate. All meal components will include proper condiments.

Contractor must be able to obtain agreed upon food items and have the ability to purchase items outside of normal supplier relationships, regardless of purchase agreements or sole supplier commitments that the Contractor may have.

In the event that food products/items are not available from the primary supplier, the Contractor will have an account set up with a second and/or third supplier in order to obtain and purchase agreed upon food items for MOW meals. This will ensure that the agreed upon product is available when needed and fewer substitutions will occur.

Substitutions without prior authorization from MAG may result in non-payment for items not previously agreed to.

Contractor should schedule to prepare all meal components by 8:00 a.m. daily for loading by MAG Delivery Drivers.

The submission of menus, billing statements, nutritional analyses, and other data are to be presented in a timely manner as specified in the contract.

Vehicles
MAG Delivery Vehicles will pick up meals at the Contractor site. Contractor will provide the following:

- Loading area for two to three delivery vehicles where weather related conditions, especially residual snow, ice or standing water, will not interfere with loading of the vehicles.
- Secure overnight parking for two to three MOW vehicles.

Conduct
Contractor will comply with the smoke-free area as per state law.

Contractor will comply with requirements of the Americans With Disabilities Act, the Civil Rights Act and the Fair Labor Standards Act.

Professionalism of Staff – Contractor staff will conduct themselves with courtesy, cooperation and professionalism including but not limited to:

- Providing quality service for all customers
- Facilitating good communication with fellow staff, customers, and MAG employees
- Exhibiting professional work behaviors which include: Punctuality, Proper dress, Mutual respect, Integrity, Consideration for others, Dependability, Adhere to Sexual Harassment Laws, Follow appropriate security or safety instructions

In addition, Contractor staff is to exhibit professionalism by conducting themselves ethically and honestly in decisions and actions taken on behalf of, or relating to, MAG Aging and Family Services/Meals on Wheels & Senior Nutrition Programs. Contractor staff is to engage in behavior that is most likely to minimize conflict and to successfully resolve issues when they arise.

The Contractor representative will appear on time for regularly scheduled meetings and respond to issues and concerns in a timely manner. Evaluations of performance of contract may include, but are not limited to, surveys of customers, Summit County Health Department Inspections, MAG staff or other inspections.

Sanitation
Contractor will ensure all staff are trained in proper food handling procedures and all staff will successfully complete food handling training courses and obtain Summit County Health Department Food Handlers Permit before preparing meals.

Copies of Serv-Safe certifications and/or food handler permits as required must be available for inspection by MAG Nutrition Program Manager, state and federal agencies, and Health Department inspections upon request.

Food preparation areas/equipment are to be maintained in a clean, organized, and sanitary manner. This includes but is not limited to any area where food preparation, storage, service, or transportation is taking place, including but not limited to the food preparation equipment, contractor vehicles, and containers and equipment used to transport food, etc.

Comply with health and sanitation standards established by Federal, State, and Local regulations.

Copies of all Health Department Inspections are to be given to the MAG Meals on Wheels & Senior Nutrition Manager immediately following a site visit. A written response to any risk factors and how they will be corrected will be given to the MAG Meals on Wheels & Senior Nutrition Manager within two (2) hours. All corrections must be completed immediately to prevent the possibility of any food-borne illness or injury to customers of the facility. Prevention of illness and injury to either employees or customers is imperative to the successful operation of this facility.

2.4 LENGTH OF AGREEMENT

It is the intent of MAG to enter into an agreement with the successful Proposer for a term of five (5) years ("Initial Term"), term beginning November 27, 2023 through November 26, 2028. MAG and Contractor reserve the right to terminate without penalty at the end of the Initial Term. This Agreement may be renewed, at the end of the Initial Term, for an additional three (3) year term upon the same terms and conditions.
There is no guarantee that contract(s) will be awarded, or that any future contract extensions will be awarded.

MAG reserves the right to review contract(s) on a regular basis regarding performance and cost analysis.

2.5 PAYMENT

The price proposed for the regular meal and the alternate meal must be guaranteed for two (2) years. Thereafter, a request for price adjustment will be allowed annually. A request for a price increase must include sufficient documentation supporting the request. Such increases or decreases shall be justified in accordance with fluctuations in the U.S. Bureau of Labor Statistics, Consumer Price Index for All Items Urban Consumers (CPI-U) Midwest Region. Price increases or decreases shall be based upon the annual change in the Index, using the month of July in the current fiscal year as the base (Fiscal year = July 1 to June 30). In no event shall any increase exceed five percent (5%) annually. The request for price increase is due April 1, of any eligible adjustment year (first eligible year request date by April 1, 2025).

2.6 INSURANCE REQUIREMENTS

Performance Bond
Prior to the execution of this contract by MAG, MAG may require Contractor to deliver to MAG a bond, written upon a corporate surety licensed to do business in the State of Utah, in a form which is acceptable to MAG, for the faithful performance of the Contractor's obligations under this contract. Penal sum of said performance bond shall be in the amount of $500,000.

Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract:

1. *General Liability Insurance:* The Contractor shall maintain policies of general liability insurance with a combined single limit or the equivalent of not less than $1,000,000 for each occurrence and $3,000,000 aggregate.
2. *Automobile Insurance:* The Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicle used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than $1,000,000.
3. *Professional Liability Insurance:* The contractor shall maintain a policy of professional liability insurance with a limit of not less than $1,000,000 per occurrence and $3,000,000 aggregate. The professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

Worker's Compensation Act
The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for

their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its subcontractors' worker's compensation insurance.

2.7 TERMINATION

Either party may terminate the contract at the end of any contract period by giving the other party written notice of such termination at least 120 days prior to the end of the contract period.

Upon such termination, MAG shall pay Contractor a termination payment of equal to the Contractor's normal reimbursement rate for all ordered meals provided since the last payment by MAG under the contract.

Certain areas of performance demand special effort and attention. A failure of performance in such areas may constitute sufficient cause for immediate termination of the contract. They include:

- Outbreak of food borne illness resulting in death of customer or client.
- Suspension/Revocation of Summit County Health Department permits to operate.
- Material misstatements in billings (Fraud).
- Failure to maintain required insurance.

2.8 PROPOSAL FORMAT / SUBMISSION REQUIREMENTS

Please submit written copies of your proposals. Proposals cannot be more than 75 pages.

Program Proposal
Proposals must respond to the elements outlined in the Evaluation and Scoring Criteria and must also conform to the following submission requirements.

1. *Cover Summary:* Submit Attachment A, proposal cover sheet, indicating the Proposer's willingness and authority to enter into an agreement with MAG and to agree to all the terms set forth.

2. *Page Numbering:* The proposals must contain page numbers.

3. *Table of Contents*: The program proposals must contain a table of contents with references to page numbers.

4. *Tabs*: The program proposals may contain tabs for the sections listed in the Evaluation and Scoring Criteria, but the tabs do not count toward the page limit.

5. *Proposer Request for Protected Information (Attachment B):* All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted per the Request for a Protected Status. If submitting, the Request for Protected Status form must be submitted with the proposal directly behind the cover summary and does not count toward the page limit.

6. *Pricing Proposal (Attachment C):* Should be included in the proposal document.

7. *Sealed and Marked Packaging:* The program proposals must be sealed and clearly marked **"**SEALED BID: Summit MEALS PREPARATION – FORMAL OPENING ONLY.**"** on the outside of the package and on the body of the proposal. All copies must be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.

8. *Number of Proposal Copies:* Submit **Six (6)** copies of proposal.

PART 3: RESPONSE EVALUATION AND NOTICE TO PROPOSERS

3.1 EVALUATION AND SCORING CRITERIA

The program proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project; a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project; a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements; a score of "0" is given.

Proposals will be evaluated, scored, and ranked on the following criteria. The program proposal is 70% of the scoring and the pricing proposal is 30% for a total of 100.

A. Program Proposal

Complete and provide "Attachment D – Proposer Information" with your proposal. Please include any additional information requested below.

20% **Relevant Experience.** Provide detailed relevant experience for projects of similar scope and comparable size and complexity which must include the following: name of business, contact person and current phone number, brief description of project, dates services provided, total contract amount and duration, number of

meals per year and any other pertinent information regarding the Proposer's experience, as identified on Attachment C. MAG may contact any or all of the Proposer's clients for a reference.

20% **Proposer's Qualifications.** Provide a brief description of Proposer's firm, and the scope and nature of services routinely provided by Proposer. Demonstrate the ability to perform the required project at specified levels described in this RFP. Indicate Proposer's understanding of the purpose and scope of the proposed project as evidenced by the quality of the proposal submitted. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which Proposer's firm operates, date business started, and license number to do business in the State of Utah or ability to obtain a Utah Business License.

20% **Proposed Approach.** Describe how the Proposer will approach the tasks stated under scope of work and any additional tasks the Proposer recommends. Describe the overall philosophy including sustainability and how it will be applied. Give a full description of the methodology to be employed in completing the tasks and deliverables of this RFP. Identify site for meal preparation, ability of Proposer to facilitate loading of meals into MAG vehicles, parking and security of MAG vehicles at Proposer site. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of Proposer's firm. Proposers are encouraged to submit innovative ideas, new concepts, and optional features. However, Proposers must address the needs and minimum requirements stated in the Scope of Work of this RFP. Provide one 20-day menu for regular senior meals and alternate senior meals (four weeks). Additional menus can be provided at Proposer discretion.

10% **Project Team.** Provide an organizational chart showing the level of organizational responsibility of all major participants of Proposer's team that will provide services to MAG. Include resumes of the key team members who will be directly involved in the overall project as outlined in Exhibit B. **Do not put home addresses or phone numbers on resumes.** Limit each resume to one page in length.

- For each person listed in the chart, please provide the estimated number of hours the person is expected to provide services.
- Indicate education, professional registrations and certifications.
- Indicate how many years' experience in the area similar to this RFP and how many years with current firm.
- Indicate current title and level of responsibility with the firm.

If any part of the work will be provided by a subcontractor(s), please state their company name, their role in this contract, and the estimated amount of time, including identification of primary and secondary supplier. The Proposer will be responsible for verifying the qualification and validity of all licenses or permits for any out-sourced work to subcontractors.

30% **Proposed Pricing.** The proposal must include pricing as requested in Attachment C. MAG will not be responsible for any additional costs for transportation, lodging,

communication, printing, etc., associated with submission and review of this RFP. For purposes of submitting this bid and completing the evaluation process, no additional reimbursement beyond the meal price will be considered.

B. Interview, Demonstration, and Site Visit.
The Selection Committee will arrange an interview and demonstration/site visit with the Proposer on a date specified in the RFP timeline. An alternate date may be arranged if needed. At least 2 members of the Selection Committee will attend the site visit. The purpose of the site visit is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview and demonstration/site visit.

C. Selection Committee Results
After the Selection Committee has completed their evaluation process, the results will be reported to the MAG Aging Advisory Council and MAG Executive Council.

3.2 WRITTEN AGREEMENT REQUIRED

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written contract with MAG.

If Contractor wishes to request alterations to the RFP, or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted with the proposal and clearly marked as "Requested Alterations." Only those alterations so specified will be available for discussion or negotiation. Proposer understands that deviations from the Example Agreement are made at MAG's sole discretion.

Proposers are advised that MAG is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

3.3 NOTICE TO PROPOSERS

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. Government Records Access and Management Act (GRAMA): MAG is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, MAG is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to MAG is considered a "public record" under GRAMA. Any person who provides to MAG a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, MAG has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment B. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by MAG. All proposed**

costs/pricing/fees submitted to the MAG are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the MAG the right to use, reproduce, and publish the copyrighted or trademark materials in any manner MAG deems necessary for conducting MAG business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, MAG Intranet/Internet postings, broadcast faxing, and direct mailing. If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for MAG to reproduce and publish the information. By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold MAG, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to pay all legal fees incurred by MAG in the defense of any such action.

C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

D. RFP Cancellation: This RFP may be canceled at any time prior to the execution of a written agreement if deemed in the best interests of MAG. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in MAG's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

F. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, and attending any proposal-related meetings.

G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between MAG and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained at www.commerce.utah.gov.

H. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Submitting a proposal based on any information other than that contained in MAG's RFP and any addenda, do so at their own risk.

I. Receiving Proposals: MAG will administer receipt and opening of all proposals. Proposals will be held, unopened, by MAG in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to MAG request, MAG may recommend entering into a contract to the single Proposer if the conditions cited above are met. Alternatively, MAG may re- solicit for the purpose of obtaining additional proposals.

J. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time must be made in writing to MAG.

K. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.

L. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no person in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by MAG or applicable law.

M. Ethical Standards: Proposer represents that it has not: (a) provided an illegal gift to any MAG officer or employee, or former MAG officer or employee, or to any relative or business entity of a MAG officer or employee, or relative or business entity of a former MAG officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or MAG Conflict of Interest Policies; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any MAG officer or employee or former MAG officer or employee to breach any of the ethical standards set forth in State statute.

N. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact MAG Information Officer at 801-229-3804.

O. Notice to Retirees of Utah Retirement Systems ("URS"): MAG is a URS "participating employer." Entering into an agreement with MAG may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify MAG immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may refer the URS retiree to the URS Retirement Department at or 800-695-4877 for all questions about post-retirement employment regulations.

P. Employee Status Verification System: Proposer shall register and participate in the Status Verification System before entering into a contract with MAG as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the

citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with MAG.

EXHIBIT A



https://www.choosemyplate.gov/

EXHIBIT B

STAFFING REQUIREMENTS

MAG considers professional staffing to be essential to successful fulfillment of the scope of work. Contractor will agree to maintain appropriate and qualified staff to support the meal preparation bid, to provide notification to MAG of any staffing changes, and to timely replace any vacancies.

For purposes of this contract, MAG reserves the right, in its sole discretion, to require the replacement of the Food Service Director, Assistant Food Service Director, Primary Cook, and/or Dietician if it becomes apparent the staff members are not qualified, or are unable to provide meals as specified herein.

Continued turnover in key staff positions, inability to staff key positions, or unwillingness of staff to meet the terms of the scope of work are actions that shall be deemed cause for termination of the contract.

FOOD SERVICE DIRECTOR

Duties

The Contractor shall maintain a full-time, qualified on-site Food Service Director to manage food production and assembly lines for Contractor and ensure supervision of this process Monday through Friday. Director shall oversee all aspects of operations to ensure successful completion of the terms herein.

During all hours of operation, the Food Service Director and a competent designee, which is acceptable to MAG, will be available, and have authority to immediately address issues. Contact numbers shall be made available to MAG for after hour's accessibility in the event of an emergency or special situation requiring Contractor assistance.

The Food Service Director shall be available to meet with MAG personnel, committees, councils, etc. on a scheduled basis.

The Food Service Director will participate in orientation/training to MAG programs and procedures prior to commencement of services, including introduction to MAG ordering database.

Qualifications

Qualifications shall include a minimum of five (5) years relevant experience in an institutional environment with progressive responsibilities and program management experience or equivalent combination of training and experience. Must have demonstrated ability to respond effectively to changing demands and manage multiple operations simultaneously. Director

should be familiar with programs operating under Title III-C of the Older Americans Act and be familiar with USDA and State of Utah requirements for Senior meals.

Director shall be Serv-Safe certified by the National Restaurant Association or other certifying agency.

ASSISTANT FOOD SERVICE DIRECTOR (OR SIMILAR DESIGNEE)

Duties

The Contractor shall maintain a full-time, qualified on-site Assistant Food Service Director (or Similar Designee) to assist in managing food production and assembly lines for MAG and will assist with the supervision of this process Monday through Friday. In absence of the Food Service Director, the Assistant Food Service Director (or Similar Designee) shall oversee all aspects of operations to ensure successful completion of the terms herein.

The Assistant Food Service Director (or Similar Designee) may be asked to meet with MAG personnel, committees, councils, etc. on a scheduled basis.

The Assistant Food Service Director (or Similar Designee) will participate in orientation/training to MAG programs and procedures prior to commencement of services, including introduction to MAG ordering database.

Qualifications

Qualifications shall include a minimum of three (3) years relevant experience in an institutional environment with progressive responsibilities and program management experience or equivalent combination of training and experience. Must have demonstrated ability to respond effectively to changing demands and manage multiple operations simultaneously. Assistant Director should become familiar with programs operating under Title III-C of the Older Americans Act and be familiar with USDA and State of Utah requirements for Senior meals.

The Assistant Director (or Similar Designee) shall be Serv-Safe certified by the National Restaurant Association or other certifying agency.

REGISTERED DIETICIAN

Duties

The Contractor may provide for an individual designated, registered dietician assigned to provide the dietetic services according to this contract. This dietician must be certified by the Commission on Dietetic Registration and the State of Utah Commission on Dietetic Registration. Dietician will be available to the MAG Nutrition Program Manager and Contractor staff for input on menus, quarterly menus, site serving guides, carb labels, nutrition analysis, special dates/holidays menus, other special meal requests and questions regarding diets of seniors.

The Dietician will submit quarterly meal plans and monthly menus to be reviewed and approved by MAG. In addition, the Dietician will provide site serving guides and carb labels for senior centers to MAG Nutritional Program Manager as requested.

The designated dietician must be available to meet with MAG personnel, committees, councils, etc. as needed, either in person or by conference call to discuss issues relating to menus for seniors.

Alternatively, if Contractor does not retain a staff dietician, accommodations may be made for the Contractor to submit menus and meal plans to MAG contracted dietician for review and approval to ensure meals meet prescribed nutrition guidelines established herein.

Qualifications
Qualifications of dietician to include a minimum of a Bachelor's degree in Nutrition from an accredited college or university and current license.

Three years' experience in commercial production of meals for seniors and a concentration of education in Food Service Management is preferred.

Dieticians shall be Serv-Safe certified by the National Restaurant Association or other certifying agency.

LEAD CHEF/COOK

Contractor will employ a Lead Chef/Cook with the following credentials:

- A minimum of three years' work experience in a supervisory role in food service is required, including training and experience in quantity, food preparation procedures, food service management, and food safety and sanitation. Evidence of the ability to oversee staff in preparation of approximately 70-100 meals daily, packaged appropriately for delivery, while maintaining appropriate food quality and temperature is also required.

Lead Chef/Cook may be encouraged to be Serv-Safe certified by the National Restaurant Association or other certifying agency.

The production manager will be available to meet with MAG personnel, committees, councils, etc. on a scheduled basis. Must be able to communicate effectively and respond to changing demands.

Other Staffing
The Contractor shall provide sufficient workers to meet the needs of the following programs/services:

- Preparation and packaging of approximately 75-150 meals, five days per week, Monday through Friday, to be ready for loading into delivery vans by 8:00 a.m. by MAG Delivery Drivers on all delivery days.
- All line staff shall possess a valid food handler permit. The Contractor is encouraged to have all staff Serv-Safe certified.

EXHIBIT C

REFERENCES

Provide detailed relevant experience of at least three (3) references with similar size and scope of this RFP demonstrating Proposer's experience and references. Failure to supply MAG with said reference list or failure to supply MAG with an explanation acceptable to MAG as to the absence of said list may affect the evaluation of the supplier. MAG may contact any or all of the Proposer's clients for a reference.

REFERENCE #1:

Name of Business_____

Contact Person _____

Current Phone Number_____

Brief Description of Project_____

Date of Services_____

Total Contract Amount and Duration_____

Number of Meals Served Annually_____

Pertinent Information Regarding the Experience_____

_____

_____

REFERENCE #2:

Name of Business_____

Contact Person _____

Current Phone Number_____

Brief Description of Project_____

Date of Services_____

Total Contract Amount and Duration_____

Number of Meals Served Annually_____

Pertinent Information Regarding the Experience_____

_____

_____

REFERENCE #3:

Name of Business_____

Contact Person _____

Current Phone Number_____

Brief Description of Project_____

Date of Services_____

Total Contract Amount and Duration_____

Number of Meals Served Annually_____

Pertinent Information Regarding the Experience_____

_____

_____

ATTACHMENT A

REQUEST FOR PROPOSALS
Cover Sheet

Legal Name			
Doing Business As (if applicable)			
Address	City	State	Zip Code
Contact Person	Telephone Number		
E-mail Contact			
I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the MAG Executive Council			
Proposer Authorized Representative Type or Print Name	Date		
	Position or Title		
Signature required when submitting hard copy. Electronic signature acceptable if an electronic proposal is allowed.			
X	Proposer Signature		

Please include two (2) contacts for notification of an interview and/or site visit:

_____

Name, telephone number, E-mail address

_____

Name, telephone number, E-mail address

ATTACHMENT B

REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"),
Utah Code Ann. §§ 63G-2-101 to -901)

I request that the described portion of the record provided to MAG be considered confidential and given protected status as defined in GRAMA.

Name:_____
Address:_____
Description of the portion of the record provided to MAG that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary):

_____

_____

The following reasons support this claim of business confidentiality (please check the box/boxes that apply):

(☐) The described portion of the record is a trade secret as defined in Utah Code Ann. § 13-24-2.

(☐) The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.

(☐) The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code Ann. § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code Ann. § 63G-
2-305(1)-(2) (attach additional sheets if necessary):

_____

_____

_____

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days**. Utah Code Ann. § 63G-2-309(2).

Signature of claimant: Date:

ATTACHMENT C

PRICE SCHEDULE

Meal Preparation for Summit County
Price per Meal

Home Delivered Meal Program:

Regular Senior Daily Meal $_____/Meal

Name and Address of Submitting Firm:

Signature of Authorized Representative Date

Printed Name and Title

ATTACHMENT D

PROPOSER INFORMATION

All bids must address the following information:

1. Provide detailed evidence of experience demonstrating the period of time your organization has been established in the food business and your current food service activities.
2. Detail your organization's experience in developing menus for the elderly and in food preparation (minimum 1,000 meals daily/average) for Title III projects funded with Older Americans Act funds.
3. Detail your understanding of Nutrition Standards as identified in the RFP and your experience meeting federal nutrition standards in meal planning.
4. Detail your experience in planning and providing regular and alternate meals for the elderly.
5. Provide evidence of your use of an established computer dietary analysis software package for menu preparation and analysis. Identify the software program to be used in support of this contract.
6. Provide evidence of your organization's participation in the Serv-Safe program.
7. Provide resume detailing qualifications and experience of on-site food service manager, on-site assistant manager (or similar designee), dietician and chef as required in the RFP document.

Legal/Financial Information

1. Indicate name(s), mailing address, telephone of those persons authorized to sign and execute the contract and receive and sign all notices and/or addendums pertaining to this RFP.
2. Provide a listing of after-hours or emergency phone numbers for all local management staff and regional manager, if any.
3. Submit statement that all specifications of this RFP will be met, and that the Proposer is willing to enter into contractual agreement if successful bidder.
4. Provide evidence to support capable financial management of contract, including ability to track meals served, to prepare invoices, and to maintain adequate records.
5. Are there any judgments, suits, or claims pending against your firm? If yes, provide a written explanation.
6. Does your firm have any other contingent liability? If yes, provide a written explanation.
7. Has your firm operated under any other name(s)?
8. Provide copies of current Health Department Permit and Business License.
9. Provide evidence of insurance as specified in the RFP document.