

Request for Proposal (RFP) for the Provision of

HOME DELIVERED MEALS

**Issued by:
City of Chicago
(Department of Family and Support Services)
August 16, 2011**

**ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE
PROPOSAL MUST BE RECEIVED PRIOR TO:**

September 12, 2011 @ 4:30 P.M.

The outside of the envelope or package must clearly indicate the title of the program “Home Delivered Meals”. The name and address of the Respondent also must be clearly printed on the outside envelope or package. Proposals must be addressed and delivered to:

**Alexandra Cooney,
Deputy Commissioner
Department of Family and Support Services
1615 W. Chicago Ave., 3rd Floor
Chicago, Illinois 60622**



**Evelyn Diaz
Commissioner
Department of Family and Support Services**

**Rahm Emanuel
Mayor
City of Chicago**

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The application is posted as a file separate from this RFP. This RFP has five attachments.

SECTION I. General Information

A. Purpose of RFP

The Department of Family and Support Services (DFSS) is seeking proposals from qualified Respondents for the provision of “Home Delivered Meals”. The awarded Respondent will be required to provide various types of meals that follow the current Guidelines for Americans to eligible seniors citywide. The preparation and delivery of meals to the clients’ homes and associated supplies will be the responsibility of the awarded Respondent.

B. Background Information

In 2009, the Chicago Department of Senior Services was consolidated into the Department of Family and Support Services (DFSS). DFSS is an Illinois Area Agency on Aging and is one of thirteen Planning and Service Areas (PSAs).

DFSS as the Area Agency on Aging provides various services: regional and satellite senior centers offering educational, recreational, fitness, and social activities; Information and Assessment; Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Heavy Duty Chore Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Ombudsman, Case Management Services, Caregiver Support, and assistance for Grandparents Raising Grandchildren. For more information about the DFSS and the various programs and services available visit www.cityofchicago.org/fss.

The City has been providing Home Delivered Meal Services for more than 30 years. Improving the nutritional health of older adults is the goal of the Home Delivered Meals Program. Nutritional health is an important component in the total quality of life a person experiences in their later years. The program provides nutritious meals to frail, homebound elderly persons, 60 years and older, who have no support systems in place to assist them in shopping for or preparing meals.

Elderly residents of Chicago are referred through the Department’s Informational and Assistance Unit with a request to be assessed for Home Delivered Meals. The referral is directed to the Care Coordination Unit (CCU) that will provide services in the area in which the client resides. The CCU is the social service agency that pre-screens the seniors for eligibility. An in-home assessment is made by a care coordinator to verify that the potential client meets the eligibility requirements of the program.

The program currently provides two meals a day (one hot or frozen and one cold), five days a week to over 7,500 elderly residents of Chicago. A general diet type is served in order to more widely address the needs of the clients.

C. Anticipated Contract Term and Available Funding

Funding is subject to the availability of funds from the Illinois Department of

Aging for the City of Chicago's Home Delivered Meals Program. One or more delegate agency agreement awards will be made for a one-year period, October 1, 2011 through September 30, 2012 for a total amount that is not expected to exceed \$7,800,000.00. DFSS reserves the right to extend the term of an agreement by up to two, one-year periods, for a total of three years. Should the initial awarded Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of Respondents generated from this RFP to select another qualified Respondent.

The expected start date of this contract is October 1, 2011. In addition, Respondents should be aware that payment for services by the City will be made on a reimbursement basis. Awarded Respondents should not plan to receive their first payment until up to 60 days after the beginning of the contract period.

D. Eligible Respondents

The DFSS is seeking one provider to prepare and deliver lunch and dinner meals to older adults (60+) who have been deemed eligible throughout the City of Chicago. The provider will be required to provide and deliver complete, freshly prepared meals, ready to eat, or frozen prepackaged meals to be reheated, to each approved individual client's home. Each meal provided must follow the meal pattern developed by the Illinois Department on Aging. Meals must conform to the current Dietary Guidelines for Americans. **(See Attachment #1).**

Respondents must possess a retail food license and must possess a current Inspection Report from the Department of Public Health indicating that the facility is substantially in compliance with Chicago's Health Code.

Respondents whose existing contracts with the City are not in good standing will not be considered for a contract. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

DFSS is specifically interested in receiving proposals from organizations with previous or current experience in providing home delivered meals.

SECTION II RFP and Submission Information

A. Proposal Deadline and Submittal Procedures

Date: **September 12, 2011**
Time: **4:30 P.M.**
Location: Proposals must be submitted to:

City of Chicago,
Department of Family and Support Services
1615 W. Chicago Avenue, 3rd Floor

Chicago, Illinois 60622
Attention: Alexandra Cooney

Proposals will be accepted prior to the due date, from 9:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal. Faxed proposals will not be accepted.

No proposal will be considered complete and therefore reviewed unless the original copy is delivered and received at DFSS offices.

Proposals received after the due date and time may be deemed NON-RESPONSIVE and, therefore, subject to rejection.

Proposal must be submitted in a sealed envelope or package. The outside of the envelope or package must clearly indicate “Home Delivered Meals Program”. The name and address of the Respondent must also be clearly printed on the outside of the envelope or package

B. Pre-Submittal Conference

The pre-submittal conference will be held on:

August 29 at 1:00 P.M.

At:

Department of Family and Support Services
1615 W. Chicago, 3rd Floor Conference Rm.
Chicago, IL 60602

The purpose of the Pre-submittal Conference is to clarify the RFP process and the scope of the required services. A question and answer session will follow the presentation. The Chicago Department of Family and Support Services (DFSS) strongly encourages all prospective Respondents to attend the conference. No information stated at the meeting or in conversation with DFSS Staff is legally binding on the city unless it is contained in a written addendum to the RFP.

C. Contact Persons

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail. Please direct any questions to the appropriate liaison. For answers to program-related questions please contact the following people:

For programmatic questions:

Nikki Garbis Proutsos, (312) 743-0178, nproutsos@cityofchicago.org

All other questions regarding the administrative aspects of this RFP may be directed to: Julia Talbot, jtalbot@cityofchicago.org.

D. Timeline

Release Date of this Request for Proposals:	August 16, 2011
Pre-Submittal Conference:	August 29, 2011
Application Due:	September 12, 2011
Award Notifications Made:	October 1, 2011

SECTION III SCOPE OF SERVICES - PROGRAM DESIGN

DFSS proposes to designate one provider in the City of Chicago. The city is divided into four areas (**Attachment #2**). Respondents must bid on all areas. The successful Respondent must provide all the meal types as specified and meet all the requirements as set forth in this RFP.

A. Meal Units, Holiday Meals, Meal Requirements, & Menu Cycle

1. MEAL UNIT DETAILS

A *meal* is an individual hot, frozen, or cold food serving prepared in accordance with the approved menus. All “frozen meals” are actually prepackaged hot meals which are in a frozen state and will be delivered frozen to be reheated by the client in the client’s home. A *unit* is one hot meal plus one cold meal or, one frozen meal plus one cold meal. Two meals delivered together are considered as one *unit*.

The meals are delivered to individual homes. The delivery patterns and the meal combinations vary in accordance with the client’s needs, determined by an assessment done by the Care Coordination Units (CCU).

There are four meal programs:

The **weekday 5 day frozen program** is a weekly delivery of five units. Five frozen (to be defrosted and re-heated for a hot meal) and five cold (ready to eat refrigerated) meals delivered on one day. The delivery days may be decided by the provider.

The **weekday 3 day frozen program** is a weekly delivery of three units. Three frozen (to be defrosted and re-heated for a hot meal) and three cold meals delivered on one day. The delivery days may be decided by the provider.

The **weekday hot program** is a five day delivery of one unit per day. These meals are delivered every Monday through Friday and consist of one hot meal and one cold meal.

The **weekend frozen program** is a once a week delivery of a unit consisting of one frozen meal and one cold meal. These meals are typically delivered on

Friday.

Clients in the weekday meal programs will receive the weekend meals along with the weekday meal delivery. If the clients are only enrolled in the weekend program, they will receive a separate delivery.

2. HOLIDAY MEALS

To ensure the client receives a meal for the holidays, the provider will also prepare and deliver holiday meals for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The provider will deliver one hot or frozen and one cold prepackaged meal to the clients. The menus follow a holiday theme.

3. MEAL REQUIREMENTS

Each meal provided must follow the meal pattern developed by the Illinois Department on Aging. Meals must conform to the current Dietary Guidelines for Americans. **(See Attachment #1).**

The provider must follow the minimum serving sizes and other specifications as set forth in the Food Specifications for Cycle Menus. **(Attachment #3).**

A minimum of ten percent (10%) of the total contract award must be used to purchase locally grown (within 250 miles of the city of Chicago) food. A listing of a provider's food distributors must be submitted to DFSS.

The frozen or hot meal will consist of three food items (usually entrée, starch and vegetable) in a three-compartment tray. The meal must be produced in an inspected facility. To control costs and facilitate production and delivery, it is DFSS's intent to use the same Cycle Menu for both the Frozen Meal Program and the Hot Meal Program with only a few differences. The second daily meal which is, the Cold Meal, will be provided to all clients in both programs. There may be occasional differences in the Frozen Meal Program menu and the daily Hot Meal Program menu to accommodate differences in packaging, handling, and heating.

4. MENU CYCLES

The provider must prepare each meal in accordance with the approved menus. There are four seasonal cycle menus per calendar year as follows: Fall, Winter, Spring and Summer. Each seasonal cycle menu consists of four weeks of daily food items. The daily food items repeat three times with one cycle menu **(See Attachment #4)**. The provider must submit the proposed menus at least six weeks prior to the beginning of a seasonal cycle menu. For example, the "Fall Menu Cycle" should be submitted in mid August.

DFSS may alter a seasonal cycle menu as deemed appropriate with prior notification to the provider. The provider may not make any changes to the seasonal cycle menus without giving DFSS 48 hours prior notification and obtaining written approval from DFSS's Nutrition Program Director.

All menus must be approved by a Registered Dietician and all program clients must be served the approved menu. There may be no substitution of the menu at any time unless first authorized by DFSS. Any unauthorized substitution will result in nonpayment for service.

The provider agrees that in the event certain menu items prove to be unpopular with clients, requests from the DFSS for substitutions of comparable, nutritional and price value must be honored. DFSS reserves the right to add or change diets as deemed appropriate, such as modified consistency or pureed diet.

B. Food Specifications for Frozen Meals

In addition to the requirements listed in the Food Specifications for Cycle Menus (FSCM) (**See Attachment #3**) the following will also apply for frozen meals:

1. **BLAST-FREEZERS**
Any food item that is cooked by the provider must be individually portioned and quickly frozen in a blast-freezer that is specifically designed for this purpose. The individually portioned food item must be brought from 140^o F to 10^oF in two (2) hours or less, and must achieve 0^oF within one additional hour for a good quality-frozen product. All meals must be blast-frozen before being placed into storage freezers. The meals must be loaded into ventilated containers to allow proper airflow and quick, even freezing while in the blast-freezer. All frozen meals must be stored at 0^oF or below. Strict quality control standards must be followed, as described in Section IV Requirements and Standards for Quality Control.
2. **COMMERCIALY FROZEN MEALS**
The provider may plan to purchase commercially frozen meals from a USDA inspected plant. There are some vendors that currently produce meals, which generally meet the menu requirements, are USDA inspected, and currently provide frozen meals for other HDM programs in other areas of the country. If the provider proposes to purchase commercially frozen meals, DFSS must approve the vendor and the products, which must meet all applicable requirements set forth in this document, including all meal and meal packaging requirements.
3. **COMMERCIALY FROZEN FOOD ITEMS**
The provider may plan to purchase frozen precooked food items, such as frozen meatballs or Salisbury steak, to be used in the frozen meals. These items must be maintained frozen during preparation and handling while packaging into the three-compartment tray. Precooked frozen foods may not be thawed or heated during preparation and handling by the provider.
4. **VEGETABLES**
Vegetables used in the frozen meal must be frozen, with blanching times

appropriate for a tender end-product. This is especially critical in some vegetables such as green beans or sliced carrots. Vegetables may not be precooked by the provider in an attempt to achieve the appropriate tenderness, since this would result in excess nutrient loss.

5. **GRAVY/SAUCES**

Gravies and sauces must be made with reduced sodium and reduced fat base, as in the Food Specifications document. For the frozen meals, any of these products must also be made with freeze-stable modified food starches to prevent curdled or lumpy products when frozen and reheated.

6. **MILK**

Expiration dates on milk cartons must be at least one day past the last menu day to be delivered to the client.

7. **MENU BALANCE**

Meal composition must be evaluated for compatibility to ensure proper reheating of all three frozen meal components in the same time frame. Food items must also be evaluated for adjustment or revision needed to accommodate the freezing process. DFSS will work closely with the provider. DFSS must approve any changes in the menus.

8. **NUTRIENT CONTENT**

Each frozen meal must have a detailed nutrient analysis of each food item on the menu to include the calories, fat, sodium and fiber content. Approximate nutrient values from accepted professional sources may be used as appropriate sources for this reporting, as are analyses performed by certified labs. All nutrient analyses must be certified by the provider's Registered Dietitian or by the Registered Dietitian of the approved frozen meal vendor.

C. Equipment Requirements for Vehicles

The hot and frozen meals, and the accompanying cold meals, must be delivered to the client's home in an oven, freezer and refrigerator-equipped vehicle. There must be adequate oven space to hold all hot meals at 140°F or above. There must be adequate refrigerator space to hold the cold meals at 40°F or below. There must be adequate freezer space to hold the frozen meals at 0° or below. The oven, freezer and refrigerator unit must have continuous temperature monitoring in view of the driver to assure proper temperatures throughout delivery.

The vehicles must be kept clean at all times. The vehicles' food storage areas must be cleaned and sanitized daily. The vehicles must display an acknowledgement that the program is supported by funds from the City of Chicago such as a logo associated with this program, phone number and artwork on the exterior of the vehicle which will be provided at no separate charge to the City.

D. Days of Operation

The Respondent must agree to provide service each day of the year, except the following:

New Years Day, Labor Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day. The meals on these days would be delivered under the Holiday Meals Program as detailed in Section III (Holiday Meals) of this RFP.

SCOPE OF SERVICES - SERVICE DELIVERY

E. Meal Packaging

All food must be prepackaged according to regulations approved by the Chicago Department of Public Health. All packaging and labeling must be approved by DFSS before use. All equipment and supplies are subject to DFSS approval prior to the start date of the contract. Any proposal must meet the same standards established in these specifications for food safety, food quality and client satisfaction, as determined by DFSS.

The Hot Meal packaging must satisfy the following specifications:

- Must be firm and sectioned so that food items do not mix.
- Must be capable of being tightly closed to retain heat.
- Must be non-porous so that there is no seepage.
- Must be disposable.
- Must be built to be stacked for transporting, and capable of holding the specified amount of product in each tray compartment.
- Must be labeled with preprinted label that states food items, date produced, and handling instructions.

The Frozen Meal must satisfy the following specifications:

- The entree tray must be labeled with preprinted labels that state the food items, the date produced, and instructions. The instructions should specify to keep meals refrigerated, and to eat within six (6) days of delivery.
- All cold food items must be placed into a paperboard box that can be securely closed.
- Multiple-days cold food items may be approved by DFSS to be placed in the same box if the provider proposes a system that will prevent crushing and jumbling of the packaged food items in transit.
- The box must be printed with the DFSS name, DFSS logo, DFSS phone number, and brief instructions to refrigerate. Artwork will be provided by the provider, at no separate charge to the City.
- Each box must be clearly labeled.

F. Delivery Specifications

Frozen and hot meal deliveries to clients' homes will be made between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday. All meals will be delivered

into the client's home. No food is to be left outside the door. The provider is responsible for delivering meals to any client regardless of the address, location or neighborhood within the City of Chicago.

The weekday frozen meals will be delivered to clients in one delivery per week. Each client will be assigned one delivery day per week and must remain on that delivery schedule for at least six months or longer. Since the delivery will be a large number of meals, the drivers must place the frozen meals into the client's freezer and perishables into the client's refrigerator, at the client's discretion.

The weekday hot meals will be delivered to clients daily. The weekend frozen meals will be delivered one day a week. If a client also receives weekday frozen meals, the weekend meals will be delivered along with the weekday meals.

The provider must provide a delivery plan for approval by DFSS for all meal program types within two weeks of notification of contract award.

Often times news worthy or educational materials need to be disseminated to Chicago area seniors. The provider will deliver the written materials, or flyers and the like to clients, at no additional cost to DFSS, upon request of DFSS.

In the event that scheduled deliveries can not be made, the provider must notify DFSS forty-eight hours in advance. The provider must submit a written notification (by email or fax) to DFSS which will include the reason why the deliveries can not be made and when the deliveries will be resumed.

The providers must have a backup plan for emergencies and other conditions which may prevent the scheduled deliveries of meals. The plan must address potential problems within and beyond the control of the provider. Please be able to demonstrate a backup plan in the event of equipment failure, weather emergencies, etc. If equipment failures result in meals being unused, please include in the plan how meals will be replaced and delivered the same day.

The providers must keep a moderate number of surplus, readily useable meal units to supply the Home Delivered Meals Program in the event the provider does not deliver the correct number of meals, or in the event that the backup plan is invoked.

Drivers must make every possible effort to deliver meals. The provider must provide a two-way communication device, such as a two-way radio or cellular phone to all drivers. This must allow for immediate communication between the driver, the provider and DFSS. The driver must call the provider immediately for any client non-response, any vehicle breakdown or any delivery delays.

G. Delivery Failures

There may be multiple causes for delivery failures. Two of the most common causes are listed below:

1. In the event of a delivery truck breakdown, the driver must immediately notify the provider. The provider will immediately dispatch another vehicle within one half hour of the notification. The provider must notify DFSS immediately and provide the following information:
 - a. Time vehicle went down;
 - b. Route number;
 - c. Boundaries of the route;
 - d. When the route will be resumed.

With appropriate notification, DFSS may allow extra time for deliveries.

2. Seniors should be allowed a reasonable period of time to answer the door. The drivers should ring the bell and knock loudly on the door for a minimum of five minutes. If the client does not respond, the driver must contact the provider, while still at the address of this client. The provider must then immediately telephone the client. The provider must allow a minimum of 8 - 10 rings. If the client does not come to the door, the provider will still be paid for the delivery. The provider must notify both DFSS and the Case Management Unit (CMU) for follow up with the client.

A re-delivery will not be required if it was determined that the client was not at home.

H. Program Operations

Additions of new clients to the Home Delivered Meals Program will be made by DFSS and through the Case Coordination Units (CCUs). The provider will be notified of the new clients on any given day by 12:00 Noon. Depending on the meal program type for the new client, delivery will occur on the following day or the next route delivery day.

On occasion, a client may request a suspension of meal delivery for one or more days. Such non-delivery days are referred to as a "skip". When the client returns and wishes to resume meal deliveries, the reinstatement date is referred to as a "resume". DFSS and/or CCU will notify the provider of the "skips" and "resumes" by 3:00p.m. the day prior to the client's delivery.

If the client no longer is deemed eligible or no longer wishes to receive home delivered meals, a request to "cancel" the meals will be made. DFSS will notify the provider of the "cancellations" by 3:00P.M. the day prior to the client's delivery.

If there is no answer at the door on two consecutive deliveries for clients in the Weekday Hot Program and one consecutive delivery for clients in the Weekday and Weekend Frozen Programs, the provider must put the client on "skip" and notify both the CCU and DFSS of the no answer.

A daily report listing the names of clients who did not answer the door or the phone to accept a delivery must be provided to DFSS and the CCUs daily

through fax or email.

SECTION IV. ADDITIONAL INFORMATION AND REQUIREMENTS

A. Requirements & Standards for Quality Control

As a designated awardee, the provider will be required to adhere to all standards and procedures as outlined by the City of Chicago's Department of Family and Support Services, the Chicago Department of Public Health and the Illinois Department on Aging.

The provider must have a written quality control system which assures that the highest possible standards of cleanliness will be maintained in compliance with the Chicago Department of Public Health codes relative to the premises and the handling, processing, packaging, sorting, and delivery of the food. The facility must meet health and safety regulations and have implemented safety and monitoring policies. The providers must have available for review current inspection certificates. Failure to comply with quality control issues will result in payment withheld until the requirements are met and may result in termination of the contract. The quality control program must contain the following plans or methods:

1. Appropriate food items and condiments are packed according to the menu for each diet.
2. All meals are at the proper temperature before loading and during delivery; frozen meals at 0°F or less; cold meals at 40°F or less. Hot meals must be heated to at least 165°F before loading. Hot meals must be maintained above 140°F during delivery.
3. The correct number of meals for each diet is loaded for each route.
4. Freezer and refrigerator units/delivery's vehicles for frozen meal service are pre-cooled to the proper temperatures before loading food into them. Proper temperatures must be maintained throughout the delivery time.
5. Preheated and pre-cooled to the proper temperatures before loading food. Proper temperatures must be maintained throughout delivery time.
6. Food items are routinely tasted and evaluated for flavor, texture, and appearance with adjustments made as necessary to standardized recipes or food preparation and packaging procedures.
7. Daily samples of all protein-based foods will be retained under refrigeration for 72 hours following the time of actual service. It will be properly labeled to show contents, time cooked, and time chilled in order to trace food-borne contaminants, or other food-related problems, should a concern arise.

To provide the best quality meals and assure that all food safety and sanitation standards are met, the provider must have and use clear sanitation, safety, and monitoring policies and procedures. All foods must be prepared, packaged, and frozen with methods that avoid growth of pathogenic organisms. All such policies and procedures must be submitted to DFSS upon request. The provider must submit to DFSS the following information twice per year, or as otherwise requested by DFSS:

- a. Proof of ongoing extermination services;
- b. Laboratory analysis reports, as explained below;
- c. Proof of in-house sanitation monitoring;
- d. Proof of in-service training;
- e. Four daily production sheets;
- f. Copy of monthly refrigerator and freezer temperatures;
- g. Copy of cleaning and sanitation schedule.

The provider must secure the services of an independent licensed laboratory to perform pathogenic organism analyses on at least four different frozen meals, two different cold meals and two different hot meals, on a quarterly basis, or as requested by DFSS.

These tests must include: aerobic plate count, Coliform, E-Coli, Staph Aureus (coag +), Shigella, Salmonella and Listeria. The food items in each three-compartment tray may be tested together. If organism levels are questionable, the individual food items must be retested immediately. All tests must be in accordance with current federal standards.

If the provider purchases commercially frozen meals from an approved vendor, the provider must also secure all seven reports listed above from the vendor. All reports from the provider, and from any frozen meal vendor, must be submitted to DFSS by December 31st, March 31st, June 30th and September 30th of each year.

If reasonable questions arise regarding the safety of a food item, or the nutritional content, or ingredients of a food item, DFSS will require the provider to have that food item analyzed at an independent licensed laboratory, at the provider's expense.

The provider must retain at least one of each finished frozen meal in frozen storage for at least thirty days from the production date. This storage "file" of at least the previous thirty days' finished frozen meals must be available for inspection or testing at any time.

Standardized recipes or production procedures that show quantities of ingredients used and yields will be written for all food items that require any preparation by the provider. These recipes and procedures will be available for

review by DFSS for the purposes of nutritional analysis and contract compliance. The provider must obtain any product information, including ingredients and nutrient content, of any commercially prepared product that is purchased for use in this program. This information must be submitted to the DFSS Registered Dietitian for review before each menu cycle or any time a different product is purchased.

B. Inspections and Compliance with Food-Handling Standards

The City of Chicago, as well as the State and Federal Program Authorities, will randomly inspect the premises of the provider, the quality of food, related supplies, and compliance with OSHA regulations during the contract term. Such inspections will be made without prior notice by staff of the Chicago Department of Public Health, the Chicago Department of Family and Support Services, and the State of Illinois.

C. Reports and Invoices

The Contractor will provide weekly computer generated reports to DFSS as supporting documentation for the weekly billing. The reports will include:

- Clients who received meals by Meal Program Code (or otherwise requested) including number of meals and the amount of the contributions;
- Clients placed on "skip";
- Clients "canceled";
- Clients "resumed/reinstated";
- New clients added.

The provider will submit weekly invoices, along with all required supporting documentation as stated above in the DFSS's specified format (electronic and/or hardcopy). The same weekly client reports listed above will also be forwarded to the appropriate Case Management Units (CMU) on a weekly basis by the provider. The invoices will be sorted by meal program type (or as otherwise specified by DFSS), and indicate the total number of clients served and meals delivered during the period being billed.

A spread sheet file containing the current client list to include name, address, client identifier, meal program type, date meals initiated and current client status must be provided to DFSS on a weekly basis.

Additional reports generated from the client database will be provided by the awardee, as specified and as requested by DFSS.

D. Collection of Voluntary Contributions

Federal funding of Title IIIC and IIIE mandates clients have the opportunity to voluntarily contribute to the cost of their meal. The clients will be given an envelope for their contribution provided by the provider, at no separate charge to the City. The drivers will collect envelopes on a weekly basis. It is expected only

direct employees of the contractor e.g. the driver, not an assistant, will collect these envelopes. Drivers are not to comment, question or otherwise engage the client in the kind of or amount of contribution if any given.

The provider that is selected will ensure that the daily contributions that are collected are counted and reconciled. The delegate agency that is selected to provide home delivered meals services will ensure that the voluntary contributions are reported to DFSS on a weekly basis. The contributions are used toward the cost of the meals provided. The contributions collected are to be deducted from each invoice submitted by the provider to DFSS.

E. Meetings

Quarterly meetings will be held with the home delivered meal services provider to discuss program operations and progress. Attendance is mandatory and is not subject to reimbursement.

F. Insurance Requirements

The successful Respondent will provide and maintain, at their expense, the insurance coverage and requirements specified by the City of Chicago in the "Contract Insurance Requirements" in **Attachment #5**. The Insurance Certificate of Coverage is only required for those Respondents who are selected for an award. This certificate does not have to be provided when responding to the RFP.

G. Personnel Requirements

The provider must have sufficient number of staff to prepare and deliver the food within the time specified by DFSS. Staff must have the appropriate Food Service Sanitation Manager Certificates in order to ensure that at least one individual is on site to provide adequate supervision during each shift of food production. Staff should be familiar with Public Health Regulations. The provider must have a form of ongoing comprehensive in-service training for the drivers and other staff involved in the program. The provider must have a plan on how they will handle food service problems and food complaints. The provider must have a supervisory structure in place to oversee all aspects of the program. The provider must have available the services of a Registered Dietitian. The provider must have developed a plan of which staff proposes to work with DFSS's HDM Program within the structure of their organization. The provider will provide a resume for the Registered Dietitian.

Drivers must have the appropriate driver's license class and a clean driving record. A background check must be done by the provider on all staff who interact with clients of DFSS including drivers, drivers assistants, whether employed directly by the provider or subcontracted. All staff interacting with clients must at all times have proper identification that is clearly visible by the client. DFSS reserves the right to review any personnel files of staff interacting directly with clients.

H. Employee Conduct

The provider will employ only competent and efficient employees. If DFSS receives a complaint from a service recipient about an employee of the provider, DFSS will forward this information to the provider and the provider will address the issue promptly. The provider will not permit any person to enter any buildings related to the provision of the services described in this RFP while under the influence of intoxicating liquors or controlled substances.

SECTION V EVALUATION AND SELECTION PROCEDURES

A. Evaluation Process

A committee selected by DFSS will evaluate and rate all proposals based upon the criteria outlined below. The committee may also request interviews with Respondents. However, DFSS reserves the right to award contracts on the basis of initial proposals received without further discussions. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection.

Each proposal will be evaluated in comparison with the other proposals submitted in the same service region to provide meals.

B. Evaluation Criteria

The proposals will be evaluated on the Respondent's ability to provide home delivered meals as defined in this RFP, "Scope of Services" and on the submission and completion of all requested documentation as defined. The minimum threshold criteria will consist of:

- The proposal meets or is consistent with the Scope of Services described in Section III of this RFP.
- The Respondent has demonstrated administrative capacity to operate and manage the proposed program.
- The Respondent has demonstrated programmatic capacity to operate and manage the proposed program.
- The Respondent is not delinquent on any taxes.
- Proposal review does not reveal any serious issues that would raise concerns about the ability of the agency to fulfill contract requirements.
- The Respondent has no past, current or anticipated legal judgments resulting from any contract matters.

1. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

Demonstrated by the extent to which the Respondent shows a successful history of providing the services as outlined in this RFP for similar or relevant work (three letters of references with contact information).

Demonstrated by the extent to which the Respondent's staff has the qualifications and knowledge to perform the services (staff resumes, licenses, and training certificates); the Respondent demonstrates fiscal and administrative abilities to ensure effective service delivery; sound

fiscal management regarding record keeping and invoicing; adequate management, supervision and infrastructure; and the Respondent's familiarity with federally funded program reporting and regulations.

2. COST AND GEOGRAPHY

Demonstrated by the extent and appropriateness to which the proposed activities effectively address the requirements and procedures set forth in the RFP (narrative explanation of proposed services); the extent to which the proposed activities address the program objectives and the characteristic needs of the client population; the Respondent demonstrates appropriate expertise in necessary services; and the degree to which the staffing plan is adequate (monitoring plan and documented performance history).

3. QUALITY CONTROL

Demonstrated by the extent to which the proposed food preparation facility meets the health and safety regulations noted in this RFP; facility meets the health and safety regulations noted in this RFP; the successful implementation of the Respondent's proposed sanitation, safety, ability to address food service problems and complaints, training, staffing of the Respondent and for program, and monitoring policies and procedures (copies of written policies and procedures, current inspection certificates with any positive or negative citations issued).

4. PHYSICAL CAPABILITY TO PERFORM

Demonstrated by the condition and quality of the food, the food preparation facility, the delivery vehicles, the catering equipment and supplies specified herein, the storage facilities, and the meal packaging materials. Respondent may be subject to a site inspection by DFSS staff or the review committee.

5. PROPOSED EMERGENCY PLAN BACKUP

Demonstrated by the degree of comprehensive responsiveness to circumstances within the Respondent's control as well as to circumstances beyond its control, such as weather emergencies, employee absence, power failure, equipment or delivery truck break downs. (Submit Proposed Emergency or Backup Plan).

6. FISCAL STABILITY

The extent to which the Respondent's proposal demonstrates fiscal and administrative capability to ensure effective service delivery and sound fiscal management. For example, sufficient financial resources and expertise to manage start-up expenses, sustaining payment delays, overcoming poor fiscal management decisions (submit the most current annual report, a budget, a list of tentative sources, a buying plan and any other relevant documentation). A proposed meal price breakdown based on average costs.

C. Selection

Selections will not be final until the City and Respondent have fully negotiated and executed a contract. The city assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a fully executed contract.

D. Technology Requirements

The provider must have a PC/laptop with a valid email account to which communication receiving and sending is appropriate.

The provider must also have a working fax machine to be able to receive and send faxes daily.

The provider must have and maintain a client database system which includes but is not limited to the following information for each client: name, address, phone number, meal program type, client identification number, program start date and any changes in the status of the client, all meal deliveries and updates to the client status must be tracked through this system. Various client reports must be able to be generated.

The provider may be expected to interface with the City of Chicago's Enterprise Case Management System - Client Activity Management System (ECM-CAMS). Requirements for operating this system are detailed below:

Desktop computers must at minimum have internet access - dial up is acceptable but high-speed/broadband is preferable, Window XP Professional (Service Pack 2) or higher, Internet Explorer v.7 or higher (no Netscape), a graphics card that can support 1024x768. Security specs must include: a) automatic operating system upgrades, b) firewall protection, c) automatic virus upgrades and d) anti-spy-ware software; at this time there are no laptop specs but this may change.

The provider must identify at least one staff who will be trained to work with the City of Chicago, DFSS computer programs.

E. Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the Respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a grant agreement. As a condition of a grant award, Respondents must comply with the following and with each provision of the grant agreement:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or

responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The Respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The Respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

2. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the Respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the Respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City

3. Selected Respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected Respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected Respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.

4. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are

registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code of Chicago); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code of Chicago); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code of Chicago); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code of Chicago); and Landscape Ordinance (Chapters 32 and 194A of the Chicago Municipal Code).

6. If selected for grant award, Respondents are required to (a) execute and notarize the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful Respondents.

7. Pursuant to Mayoral Executive Order No. 2011-4, from the date of public advertisement of this request for proposals through the date of award of an agreement pursuant to this request for proposals, the organization responding to this request for proposals (the "Respondent"), any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (d) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

If Respondent violates this provision or Mayoral Executive Order No. 2011-4 prior

to the award of an agreement resulting from this request for qualifications/ proposals/ information, the Commissioner may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

For purposes of this provision only, individuals are "'Domestic Partners'" if they satisfy the following criteria: (A) they are each other's sole domestic partner, responsible for each other's common welfare; and (B) neither party is married, as marriage is defined under Illinois law; and (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (E) two of the following four conditions exist for the partners: (1) the partners have been residing together for at least 12 months; (2) the partners have common or joint ownership of a residence; (3) the partners have at least two of the following arrangements: (a) joint ownership of a motor vehicle, (b). a joint credit account, (c) a joint checking account, or (d) a lease for a residence identifying both domestic partners as tenants; and (4) each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

Any agreement awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

F. False Statements

1. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with a proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for civil penalty of not less than \$500.00 and not more than \$1,000.00 plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by the section shall be in addition to any other penalty

provided for in the municipal code. (Added Coun. J. 12-15-04, p.39951, & 1)

2. 1 -21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of an act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coined. J. 12-15-04, p.39951, & 1)

3. 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coined. J. 12-15-04, p.39951, & 1)