

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MAY 27, 2010

Sealed bids from qualified contractors will be receive before 12:00 NOON, May 27, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

SEALED BID # 10 -5488
REQUEST FOR PROPOSAL
CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
COBB COUNTY SENIOR SERVICES DEPARTMENT

PRE-BID/PROPOSAL MEETING: MAY 12, 2010 @ 10:00 A.M. (EST)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of ninety(90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: APRIL 30, 2010
MAY 7, 14, 21, 2010



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 10-5488
REQUEST FOR PROPOSAL
CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
COBB COUNTY SENIOR SERVICES DEPARTMENT

DELIVERY DEADLINE: MAY 27, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: MAY 27, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5488; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES
ADVERTISE DATES: APRIL 30, 2010
MAY 7, 14, 21, 2010

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 10-5488 DATE: May 27, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Congregate and Home Delivered Meals for
Senior Citizens of Cobb County**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5488
CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
COBB COUNTY SENIOR SERVICES DEPARTMENT**

BID OPENING DATE: MAY 27, 2010

**PRE-PROPOSAL CONFERENCE: MAY 12, 2010 @ 10:00 A M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 95230

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 10-5488
REQUEST FOR PROPOSAL
CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____

**REQUEST FOR PROPOSAL
CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
COBB COUNTY SENIOR SERVICES DEPARTMENT
SEALED BID #10-5488**

SECTION I SCOPE OF WORK

Cobb Senior Services (hereinafter referred to as CSS) is requesting proposals to provide Congregate and Home Delivered meals for the senior citizens of Cobb County.

Cobb Senior Services administers a nutrition program for persons 60 and over who reside in Cobb County. The primary purpose of the program is to provide low cost, nutritionally balanced meals that meet the Dietary Guidelines for Americans, published by the Secretaries of Health and Human Services and Agriculture. Nutrient content of meals are determine by the application of the Dietary Guidelines for Americans, including the Food Guide Pyramid. Within the Dietary Reference Intakes (DRIs) are the Recommended Dietary Allowances (RDAs) and Adequate Intake (AI) levels. The nutrient content of meals shall provide a minimum of 1/3 of the RDA/AI. These meals may be served in a café setting, congregate setting, delivered to the home of the client, or provided in the form of a shelf stable meal for weekend and/or emergency use by participants in the congregate and home delivered programs, or a combination of such meal types. Boxed lunches (or Picnic Meals) for special events will be served in addition to therapeutic/modified meals. The nutritional content of the therapeutic/modified meals may vary according to the type diet prescribed.

Meal services are primarily funded through grants available under the Older Americans Act, Title III-C Nutrition Service Program, and the United States Department of Agriculture. Contracting for service is contingent upon CSS receiving these funds from the Atlanta Regional Commission (hereinafter referred to as ARC).

CSS is bound by certain rules and regulations adopted by the U.S. Department of Health and Human Services (hereinafter referred to as HHS); the Georgia Department of Human Services; Aging Services Division (hereinafter referred to as DHS or DAS); and ARC in the operation of the senior nutrition program.

CSS plans to begin providing meals in a Café environment by cooking meals on site in a commercial kitchen. Therefore, this RFP is comprised of two phases. Phase 1 will be to provide catered meals for Home Delivered Meals (HDM) and Congregate Centers as we are now. Phase 2 will be to manage and operate the new commercial kitchen when the new facility opens and to prepare all meals fresh on site. This will include HDM, off-site Congregate Centers, and serving in the Café to the onsite Congregate Center, Senior Day Center, and the senior public.

A. MINIMUM QUALIFICATIONS

Vendors must provide details on qualifications as outlined in the Scope of Work; however, specific minimum qualifications are as follows:

1. As of the release of this RFP, vendors must be a food service management company; have

the technical knowledge; equipment and capabilities required to supply food services in the quality and quantity specified in Phase 1 of this RFP. Vendor must be able to provide onsite food service management; have the technical knowledge to provide an onsite food service operation, including but not limited to the necessary onsite kitchen staff with food service experience; the necessary operative equipment exclusive of major appliances; the capabilities required to supply food services in the quality and quantity specified in Phase 2 of this RFP; and have been in business for a minimum of one (1) year in the State of Georgia.

2. The attached **How to Submit a Proposal/Vendor Checklist for Phase 1 & Phase 2 (Attachment A)** must be completed and attached as the first section of the proposal.

3. Proposed rates for this RFP cannot exceed vendor's current advertised rates. Vendor must submit their most recent cost per unit, as defined herein, and submit copies of company brochures or literature.

B. TERMS AND OPTIONS

The contract shall be awarded to the successful bidder who submits bids on Phase 1 and Phase 2. The County intends to award both Phases to a single provider.

Phase 1 will provide catered meals for HDM and Congregate Centers at the current facility located at 32 North Fairground Street, Marietta, GA 30030.

Phase 2 will go into operation when the new facility located at 1150 Powder Springs Road, Marietta, GA 30060 is open. Vendor will manage and operate the new commercial kitchen and prepare all meals fresh onsite for HDM, prepare and pack meals for the off-site Congregate Centers, and serve meals in the Café to the onsite Congregate Center, Senior Day Center and the senior public.

Contract shall be awarded for a one-year period with an option at the discretion of CSS for two (2) one (1) year renewals, subject to availability of funds.

1 st year:	July 1, 2010 to June 30, 2011(opt to renew for 2 nd year)
2 nd year:	July 1, 2011 to June 30, 2012 (opt to renew for 3 rd year)
3 rd year:	July 1, 2012 to June 30, 2013 (mandatory rebid)

SECTION II
PHASE 1, CATERED MEALS – SCOPE OF WORK

A. Meal Specifications

1. Each meal must comply with provisions in the Older Americans Act, Title III, Subpart 3, §339, concerning compliance with Dietary Guidelines for Americans.
2. Vendors must employ a Registered Dietician for menu planning and nutritional analysis purposes. All menus must be planned under the supervision of a Registered Dietician. The food vendor must state the name and registration number of the Dietician. CSS’ Registered Dietitian (RD) will review and approve all planned menus. CSS’ RD will plan special meal menus as needed and oversee the production of these meals with the on-site vendor personnel.
3. Vendors may plan menus using the meal pattern(s) as established by the DHR/DAS, but must assure that individual meals provide at least 1/3 of the DRIs/RDAs/AIs, per Appendix 304-E and Georgia Nutrition Program Nutrient Targets in Appendix 304-F (Attachment B). Vendors must use standardized recipes that yield all requirements of the meal pattern table:

Table 304-2 Standard Meal Pattern Requirements - Basic Meal Components Taken from DHR/DAS Nutrition Program Guidelines & Requirements 2005		
FOOD GROUP	SERVINGS PER MEAL	DIETARY GUIDELINES SERVINGS PER DAY
Bread or Bread Alternate	2 servings (1 cup pasta or rice); 2 slices of bread (1 ounce each) or equivalent combinations	6-9 servings daily. Include several servings of whole grain (high fiber) food.
Vegetables	2 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of a fruit.)	3-4 servings daily. Include dark green, leafy, or orange vegetables; cooked dry peas and beans.
Fruits	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable.)	2-3 servings daily. Include deeply colored fruits, such as orange fruits.
Milk or Milk Alternates	1 serving: 1 cup (8 ounces) or equivalent measure	3 servings daily; select low fat products.
Meat or Meat Alternates	1 serving: 3 ounces or equivalent measure	2 servings daily; total of 6 ounces.
Fats	1 serving: 1 teaspoon or equivalent measure	Select foods lower in fat, saturated fat, and cholesterol. Limit total fat to 30% and saturated fat to 10% of calories.
Dessert	Varies	Select foods high in whole grains, low in fat and sugars.
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices	8 ounces, minimum, according to seasonal preferences	

4. Vendors must plan all congregate, home delivered, therapeutic and special menus on a minimum four-week cycle in accordance with the Georgia Dietetic Association Manual. Vendors must agree to meet with CSS, RD, ARC and the state nutritionist in order to plan menus on a quarterly basis and to revise menus to accommodate client preferences. Menus must change quarterly. Vendors must provide CSS with written nutritional analyses of all menus. Vendor will maintain adequate local suppliers for food items to minimize the number of food substitutions needed.

5. Vendor will be charged, at the option of CSS, a penalty equal to 10% of the purchase price per meal for certain contract violations. These include, but are not limited to, serving of unapproved menu substitutions; missing menu items; spoiled or expired menu items; and, menu items delivered at unsafe temperatures. In the event of multiple or egregious violations of this contract, CSS will also have the right to terminate the contract.

6. A sample four-week menu with accompanying nutritional analyses must accompany this proposal.

7. Vendor must submit menus to CSS at least six (6) weeks prior to planned implementation to allow adequate time for review and approval by CSS, RD, ARC, and/or DHR. Approved menus *may not be modified and food substitutions cannot be made without prior written permission from CSS, RD, ARC, and/or DHR.*

8. Vendors will supply two electronic copies of each monthly menu in two (2) different formats. One set of menus will be formatted using 14 point or larger Arial font for legal size paper (8-1/2 x 14), with each monthly menu fitting on the front and back of said paper. The other set of menus will be printed in Arial font in adequate font size formatted for a letter size sheet of paper (8-1/2 x 11), with each monthly menu fitting on the front side only of said paper.

9. Food must be selected, stored, and prepared to assure maximum nutritional content. In purchasing, storing and preparing, delivering, and serving the meals, the vendor must comply with all federal, state, and local health laws and must follow procedures to preserve nutritional value and food safety. Use of food items beyond the indicated expiration date on the package is not allowed.

10. All rules found in §290-5-14-03 of the Administrative Rules and Regulations of the State of Georgia, "Food Care, Amended", shall apply. These include, but are not limited to: The temperature of potentially hazardous foods shall be maintained at either 41 degrees Fahrenheit or below or at 140 degrees Fahrenheit or above at all times. Frozen food shall be stored at a temperature of 32 degrees Fahrenheit or below. The holding time for hot foods shall not exceed four (4) hours from the final stage of cooking until the meal is served.

11. All food used in the preparation of meals shall be of high quality. The following minimum standards must be met:

- Canned Fruits and Vegetables must be Grade A Fancy or better. Fruits, must be packed in natural juice, not light syrup, or heavy syrup.
- Fresh Fruits and Vegetables must be #1 Quality.
- Poultry must be USDA Grade A or better. Turkey must be solid muscle boneless combination of dark and white meat.

- Beef must be USDA Choice or better. Beef shall be tender and with minimum fat. Ground Beef shall be no more than 20% fat and contain no more than 4% textured protein, if used.
- Pork must be USDA #1 or better. Pork must be tender with a minimum of fat and must be solid muscle.
- Eggs and Dairy Products must be USDA Grade A or better.
- Ham must be solid muscle boneless.
- Fish must be solid muscle.
- Salt must be iodized.

12. Foods must be attractive in color and texture, non-greasy, and appealing to senior citizens to encourage maximum individual consumption.

13. One serving of the required vegetable items must be non-starchy each day.

14. Food items chosen for each meal must vary daily, and must vary within the category of food as well as the frequency of serving. No two side items must be served a maximum of once per week.

15. Poultry must be served a minimum of once per week. Poultry can be baked, broiled or oven fried. When chicken is served, ¼ pieces must be used (breast and wing or leg and thigh).

16. The use of casserole-type entrée items must be limited to no more than one (1) time per week.

17. Vendors must strictly adhere to all guidelines in the following sections of the Georgia DHR Division of Aging Services, §304 Nutrition Service Program Guidelines and Requirements (Attachment B), specifically:

- Appendix 304-C Sources of Meal Pattern Foods and Portion Control Guides
- Appendix 304-E Nutrient Values for Meal Planning and Evaluation
- Appendix 304-F Georgia Nutrition Program Nutrient Targets for Meals
- Appendix 304-G Guidelines for Using the Updated Sample Meal Pattern

18. Federal and State regulations require that special and therapeutic diets must also be available in addition to Regular.

The Food Vendor must have the capability to provide the following types of diets:

1. **Regular** – This diet provides at least 1/3 of the DRI/RDA as established by the Food and Nutrition Board of the National Academy of Science Research Council (no added salt).

2. **NCS (No Concentrated Sweets)** – A Regular diet provided without concentrated sweets or sweetened beverages.
3. **1500 ADA** – Diet provides 2 ounces of meat, ½ cup vegetable, 2 breads/starches, ½ cup fruit (unsweetened), 1 fat and 1 cup skim milk to equal 62 grams of cholesterol, 30 grams of protein, 15 grams of fat and 530 calories.
4. **Mechanical soft** – This diet is clients to minimize the amount of chewing necessary to ingest food.
5. **2 grams sodium** – This diet is for clients designated who cannot have more than 2000 mg of sodium per day.
6. **Renal** – This diet is for clients who have chronic renal insufficiency or other renal problems (60 grams of protein, 2 grams sodium, 2 grams potassium, & low phosphorus per day).
7. **Vegetarian** – This diet will vary depending upon the request.
8. **Boxed Lunch/Picnic Meals** – Meals are delivered to senior centers in individually packed temperature retaining containers. These meals must meet the 1/3 DRI/RDA requirements.
9. **Shelf Stable Meals** – These meals must be available for emergency and weekend use. These meals must meet the 1/3 RDA/AI requirements. These meals are to be provided as single meals and as 5-meal packs. All items contained in the shelf stable meals must have *expiration dates* or *best used by* dates of one year or greater.

B. Meal Preparation Site

1. Location:

- a. The Vendor must specify the location of all food preparation sites and give written permission for inspection by CSS prior to awarding of contract.
- b. The Vendor must include in the proposal a description of the preparation area, the amount of space available for freezer storage, the amount of space available for dry storage and the methods used in the cleaning of all storage, serving, and transportation equipment.
- c. Vendors who prepare frozen meals onsite **must be equipped with a blast freezer/chiller** and other equipment necessary for safe food processing. Additionally, the Vendor must assure that **written procedures for preparing frozen meals, based on local, state, and federal standards are posted in the kitchen where meals are prepared and processed.** Frozen meals, as well as all meals, must be prepared under the guidance and supervision of a Registered Dietitian.

2. Compliance with Health and Other Standards:

- a. The Vendor's site must meet all applicable federal, state, and/or local standards for meal preparation sites.
- b. Vendor will procure, keep in effect, and post all necessary licenses, permits, and food handler's cards, as required by law.
- c. During the contract period, CSS and/or ARC and DHR/DAS, has the right to conduct periodic, unannounced inspections of the Vendor's meal preparation and storage site(s) to ensure proper food preparation and handling procedures, compliance with federal, state and local laws and standards, adequacy of food storage practices and compliance with DHR Congregate and Home Delivered Meal Standards.
- d. **A copy of the Vendor's current Health Inspection Report must be submitted with this proposal.** The successful bidder will be required to correct any deficiencies cited in the health inspection report prior to contracting with CSS.

3. Sanitation Standards:

- a. Vendor will have a written, regular schedule for cleaning and sanitizing meal preparation and storage sites, including all equipment used.
- b. Vendor will have written procedures, posted at the site(s), for their staff to follow in maintaining proper food handling, sanitation, and health standards.

4. Records:

- a. VENDOR will maintain adequate records on (a) meal cost; (b) food production;(c) food purchase; (d) menu substitutions (if any) to include a date and items substituted; and, (e) any other records necessary to document compliance with all standards established by the PURCHASER and the Concerned Funding Agencies.
- b. These records will be available for inspection, during the Vendor's regular working hours, by the PURCHASER and the Concerned Funding Agencies without prior notice.
- c. These records will be retained for six (6) years after the expiration of this contract unless litigation, claim or audit is started before the end of the six-year period, in which case the records will be retained for six (6) years until all litigation, claims, or audit findings involving the records have been resolved, whichever occurs last.

C. Meal Packaging and Delivery

1. All meals are delivered by the vendor to the Meals-on-Wheels kitchen of Cobb Senior Services, located at 32 North Fairground Street. The successful bidder will be able to deliver meals using one of the following options:

- a. All meals, frozen, with accompanying side items, delivered no later than 12:00 p.m. each Thursday the week *before* the meals are scheduled to be served. This will eliminate any problems with timely delivery, four (4) hour holding limit and temperature requirements. For example, meals for Monday through Friday shall be delivered on the Thursday preceding their use, prior to 12:00 p.m., and will be stored in the CSS freezer/cooler to be delivered to the centers the day before each meal is to be served.
 - b. All meals, fresh and/or frozen, with accompanying side items, delivered no later than 12:00 p.m. two (2) days *before* the meals are scheduled to be served. This will eliminate any problems with timely delivery, four (4) hour holding limit and temperature requirements. For example, meals for Monday shall be delivered on the Thursday preceding their use, prior to 12:00 p.m., and will be stored in the CSS freezer to be delivered to the centers the day before each meal is to be served. However, deliveries **will not exceed** three (3) times per week.
 - c. CSS will also consider other appropriate delivery schedules offered by bidders as long as it is clearly shown that the meal items will be delivered prior to their use and that the four-hour holding time and temperature requirements will be strictly met.
2. Vendor must submit a detailed delivery plan that describes the vendor's delivery system, including routes, number of vans, containers, and back-up provisions. Any changes to the delivery plan, after contract execution must be approved in writing by CSS. The following quantities given are not guaranteed amounts, but are representative of the best estimate of CSS at this point.
- a. *27,000 bulk Congregate Meals*, for 250 serving days. Congregate meals will be packed bulk style for "family-style" serving at the Senior Centers. These meals should arrive fresh and/or frozen, sorted and labeled by senior center. **All meals must be NCS (No Concentrated Sweets).** The meals must be transported in sanitized, temperature-retaining containers that meet National Sanitized Federal requirements and allow senior center staff to reheat the meals in an oven then place the food trays into steam tables for serving.
 - b. *50,000 Home Delivered Meals*, for 250 serving days. The Meals-on-Wheels dinners must arrive frozen and in sealed containers with three (3) compartments and be able to withstand reheating in a large convection oven (capacity 170 meals), packing and transporting without shrinkage or spillage. **All meals must be NCS (No Concentrated Sweets).** After reheating, meals shall be packed and sorted by CSS staff for distribution. Cold and hot food items must be packed in separate containers.
 - c. *1,000 Boxed Lunch/Picnic Meals* as requested.
 - d. *3,000 Shelf Stable Meals* as requested. These will be a combination of single meals and 5-meal packs.
 - e. Vendor will also provide birthday cakes for each center each month and appropriate holiday meals for each of the five (5) centers, during each four-week menu cycle as appropriate. Special care must be taken **not to duplicate menu items** when holiday and special meals are planned.

3. CSS staff will generate all meal orders electronically. Orders will be submitted ten (10) days prior to meal service. Any changes to meal orders requested by CCS shall be made no later than 1:00 p.m., two (2) days prior to delivery. In special circumstances, changes to meal orders may be made no later than 1:00 p.m., one day prior to delivery, provided the awarded vendor first agrees to the changes.

4. Service shall provide a minimum of five (5) days a week (Monday through Friday) with the exception of the following holidays: Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Christmas (2 days), New Year's Day, MLK Holiday, Good Friday, and Memorial Day. Specific dates will be provided to the vendor each year. In the event that CSS is closed due to inclement weather, CSS must notify vendor by 2:00 p.m. of the preceding business day.

D. Equipment and Disposable Products

In addition to food items, the vendor must also include all necessary foodservice supplies. These items are itemized in Attachment D. These include but are not limited to sturdy tableware, individually wrapped eating utensils, individually wrapped straws, napkins, condiments, and drink mixes.

E. Management Assessment

1. The vendor must submit a brief assessment of its management capacity in providing the meals as specified. This assessment must include:

- a. The number of years the company has been in business.
- b. Staffing: For each of the proposed individuals to be assigned to this project (management and supervisory personnel) provide a resume indicating, at a minimum, the individual's name, current and proposed duties, and years of relevant experience. Also, include how vendor will maintain qualified staff (including contractual arrangements), criteria for hiring, maintenance of personnel records, organizational structure, training programs, and written policies and procedures.
- c. Previous experience.
- d. Size of company: personnel and number of meals provided in the last twelve (12) months.
- e. List all clients, service agreements and/or contracts that demonstrate qualifications to perform the work proposed.

2. The successful bidder's administrative staff must be available by telephone during the office hours of 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding CSS recognized holidays. CSS must receive a list containing names, titles, addresses, telephone numbers, and email addresses of all pertinent staff.

3. Fully describe the administrative facility to be used in connection with this contract.

4. Provide a comprehensive detailed implementation plan showing how all start-up tasks will be completed if your company or agency is awarded the contract(s), initial training, etc.
5. Provide a comprehensive quality control plan that describes methods for monitoring and evaluating the quality of service delivery, customer, and staff satisfaction.
6. A minimum of four **(4) references** are required from every vendor.

F. Insurance - See Section IX of General Terms and Conditions

Vendor must furnish certificates of insurance to demonstrate that it has secured insurance and bonding in the adequate amount to cover its operation. Insurance shall include, but not be limited to: theft, property damage, worker's compensation, comprehensive, product liability, and bodily injury.

G. Financial Statement

Vendor must submit its most recent financial statement, which has been reviewed by a Certified Public Accountant, to demonstrate its financial capability to fulfill the requirements of this RFP.

H. Billing

Original weekly invoices must be submitted to Cobb County Finance Dept., 100 Cherokee St. #410, Marietta, GA 30090 for payment. A copy of the weekly invoice must be submitted to CSS for review and approval of payment. The billing must list services and costs separately for each Neighborhood Center location and Home Delivered Meals. Copies of meal orders for the month must be included with the billing for verification purposes. **Meal Orders and billing must match.** Reimbursement will be issued by mail by Cobb County within two (2) weeks. Requests for advance payment will not be honored.

Because this service is grant-funded, all services and service-related billing must be submitted for the fiscal year ending June 30th.

The successful bidder waives any and all claims for loss of anticipated profits and other damages arising out of reductions to the projected units of services required by CSS hereunder. In addition, CSS will execute a contract only to the extent of funding appropriations. CSS shall not incur any liability beyond monies duly appropriated and available funds for the purpose and scope of work outlined in this Request for Proposal.

I. Business Certification

The vendor must provide proof of certification that it is authorized to do business in the State of Georgia.

J. Civil Rights Compliance

The vendor must show proof that it is an Equal Opportunity Employer with an Affirmative Action Plan in place.

K. Option to Renew

1. Contract will be awarded for a one-year period with an option at the discretion of CSS for two (2) one (1) year annual renewals, subject to availability of funds. All renewals will follow the same terms and conditions, unless restricted from doing so by the amendment of existing policies and procedures, or the issuance of new policies and procedures by DHR/DAS or ARC.

2. Satisfactory Performance: In determining whether or not to exercise its options to renew or extend the contract, CSS will use satisfactory performance and unit cost as the determining factors. If the unit cost is acceptable, but the vendor has not demonstrated satisfactory performance, CSS will exercise its option not to renew or extend the contract. The following items will be used by CSS to determine satisfactory performance:

- a. Compliance with bid specifications
- b. Timely delivery of food
- c. Quality of food
- d. Adherence to the menu
- e. Adherence to required temperature standards
- f. Proper portion size and number
- g. Response time to problems that may arise
- h. Adherence to Federal, State, and Local standards.

L. Cost Proposal

Please complete the cost proposal section of **How to Submit a Proposal/Vendor Checklist for Phase 1 and Phase 2 (Attachment A)**. State proposed fee for year one with Cobb Senior Services having the option to renew the contract for an additional (2) two (1) one year period pending availability of funding, compliance with agency rules/policies, contract terms/conditions, and satisfactory contractor performance. The service units in this section are estimated for year one. Cobb Senior Services guarantees no quantities.

M. Evaluation Criteria

Evaluations will be made according to the Cobb County POLICY FOR PROCUREMENT OF PROFESSIONAL SERVICES. The evaluation process performed by a review committee considers the Pricing Information merely as *one* of the selection criteria and not the final determinant. Evaluations will *also* be based on the following criteria: Staffing (to include composition/experience/safety & training), Performance, Approach, Firm Expertise & Experience, Availability, Financial Stability, and Cost.

SECTION III

PHASE 2, ON-SITE COMMERCIAL KITCHEN – SCOPE OF WORK

Cobb County Board of Commissioners is soliciting proposals from qualified food service providers to establish and operate a food service facility located at the Powder Springs Station location: 1150 Powder Springs St, Marietta, GA 30064. Prices quoted shall include all necessary equipment to meet these specifications except as noted.

A. The current details of the food service facility will be provided at the Pre-Proposal Meeting held on May 12, 2010.

B. Cobb County agrees to grant to the successful proposer who will assume responsibility for the efficient management of the program for the stipulated period, subject to the terms and conditions herein, the right to establish, operate and manage one café for the purpose of dispensing food, non-alcoholic beverages, and other agreed upon items. The County shall have the right to approve food and beverage selections. The successful proposer will also assume the responsibility of the supervision of proposer's employees, administrative activities and food production and service.

C. The quality of food and services, quantity and condition of equipment, and all other phases of operations shall be subject to the review and approval of CSS.

D. At the beginning of the contract period, CSS will provide space for operations as indicated in this document and thereafter, such space as it may deem necessary. CSS will provide adequate ingress and egress, including a reasonable use of existing corridors, passageways, driveways, and loading areas. CSS will, as it deems advisable, provide heating/ventilation/air conditioning (HVAC), lighting, and the utilities (including telephone & internet service). Contractor shall be responsible to provide their own business equipment such as computers, printers and other peripherals.

E. CSS will maintain and repair building structure in areas assigned for the proposer's use, including routine periodic painting and redecoration, the maintenance of gas, water, steam, sewer, electrical lines, ventilation, electrical lighting fixtures (including re-lamping and replacing burned out light bulbs), floors, walls, and ceilings. Except that, the successful proposer shall bear the expense of repairs and consequent redecoration necessary because of negligence on the part of the successful proposer or the successful proposer's employees or sub-contractors.

F. CSS reserves the right to inspect the food service facility at anytime and to provide the successful proposer with a comprehensive review and deficiency report, if any, for the following:

1. Service quality, attentiveness, courtesy, and similar factors.
2. Food quality, presentation, merchandising.

3. Sanitary practices and conditions.
4. Personnel appearance.
5. Training Program techniques, schedules, and records.
6. Safety conditions.
7. Menu compliance, as indicated in the minimum acceptable menu profiles.
8. Portion sizes as compared to those submitted in the business plan.

2. The successful proposer must operate the facility on a self-sustaining (profit and loss) basis. CSS will not provide any financing to sustain the operations of the food service facility, nor will CSS subsidize any financial losses incurred by the successful proposer as a result of providing the specified food services. Once the Café is established CSS expects to receive a percentage of the gross receipts in an amount to be determined during the contract process. The proposer shall include in this RFP some estimate of the proposed percentage of the profit receipts to be returned to CSS.

3. The food service facilities **must** be open to the public between the hours of 8:00 A.M. - 9:30 A.M. (breakfast) and 11:30 A.M. - 1:30 P.M. (lunch), Monday through Friday, excluding Cobb County holidays. Any modifications to these operating hours and the procedures for requesting further modifications shall be included in the written contract between the selected provider and Cobb County.

4. CSS reserves the right to cancel a scheduled meal due to inclement weather or other emergency-type situations at no cost for the scheduled meal. Arrangements will be made with the successful proposer by the CSS Nutrition Services Coordinator.

5. The apparent silence of these and any supplemental specification as to any details, or the omission of a detailed description concerning any point, shall mean that the best commercial practices are to be used and only products, materials and equipment of the highest quality and correct type, size and/or design are to be used. All services shall be of first-rate quality. Interpretations of the specifications in this RFP shall be made based on this paragraph, with CSS' interpretation prevailing.

SECTION III – BASIC FOOD SERVICE INFORMATION

1. The proposer shall submit a business plan to establish, operate, and if successful to implement, in the food facility as identified, for the purpose of dispensing food, non-alcoholic beverages, and related items in accordance with all the terms and conditions specified in this RFP, Sealed Bid #10-5488.

2. Facilities description:

- B. Facility location: Cobb Senior Services
 1150 Powder Springs St, Marietta, GA 30064
 Hours of Operation: 8:00 A.M. to 5:00 P.M. Mon-Fri

C. Facility population data (daily/annually approximate):

Service	Daily	Annually
HDM Packed Hot to Go Out	200	50,000
Congregate Serve On Line (Marietta & SDC)	38	9,394
Congregate Plated Hot on Cart (SDC)	7	1,750
Congregate Packed Hot to Go Out	64	16,000

D. Café Facility:

The Café will have a seating area, cafeteria line with cashier, and WIFI capability. CSS will provide the kitchen and kitchen equipment. CSS will clean and maintain the Café area. The successful proposer will maintain and clean the kitchen, provide a certified Executive Chef, Sous Chef, part-time kitchen assistance and support staff, which includes a cashier.

Other potential Café service:

Service	Daily	Annually
Staff at Powder Springs Station facility (based on 40 CSS, 105 Community Development & 80 Property Management)	225	56,250
Seniors Using Multipurpose Unit (may opt to eat breakfast, lunch, coffee & snacks)	260	65,000
Neighborhood Center Catered Events/Year		3
Multipurpose Center Catered Events/Year (may be a few additional from the five other MPC; many are sandwiches, snacks & beverages)		15

SECTION IV – DETAILED FOOD SERVICE REQUIREMENTS

1. Successful Proposer’s Responsibilities:

A. The successful proposer shall operate and maintain the food service facility on behalf of Cobb County Board of Commissioners and CSS, encompassing the on-site café; the right of first refusal granted for catering of facility events (within the facility only).

B. Provide prompt, efficient, and courteous services and avoid undue interference with the other county operations in the facility.

C. Describe the company’s purchasing procedures with regard to competitive pricing, quality and service.

- D. Obtain all food service licenses and permits as mandated by federal, state, local public health, and other authorities.
- E. Maintain compliance with all applicable health, sanitary, and other regulations, and laws. The successful proposer must meet or exceed a Health Department score of 90 or above.
- F. Employ sufficient and suitable employees to meet or exceed the highest quality standard of food preparation and customer service. An Executive Chef, Sous Chef, and additional part-time staff must be employed at the facility kitchen/café area during the food preparation and food service times.
- G. Secure and maintain insurance, preserve records, submit reports, and sustain contract performances as specified in the RFP, Sealed Bid #10-5488.
- H. Secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provided, as well as sales, use and/or personal property taxes imposed on the successful proposer's equipment.
- I. Exercise reasonable care and precaution in the use of all Cobb County Government-owned equipment and facilities.
- J. Upon termination of the contract, successful proposer shall yield the Cobb County-owned equipment and space to CSS, in as good a condition as when received except for normal wear and tear and damages caused by reasons clearly beyond the proposer's control. Cobb County will not be responsible in any way for damage or loss occasioned by fire, theft, accident, or otherwise to the successful proposer's stored supplies, materials, or equipment, or the employee's personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the Nutrition Services Coordinator or CSS Executive Director.
- K. Proposer is to provide and/or pay for all administrative support including telephone, facsimile, photocopy, computer, and other offices supplies required to run the food service efficiently.
- L. The proposer is to establish a contract and pay for grease removal. CSS shall allow the proposer to dispose of wet garbage in the main dumpster.

2. Menu Service:

A. The minimum requirement:

- 1) Successful proposer shall provide full café services that include, but are not limited to, healthy meals. Proposer will not serve fried foods.
- 2) A continental-style breakfast will be served. All breakfast items will be chilled and/or self-serve. Breakfast will be available from 8:00 a.m. to 9:30 a.m.

- 3) A hot lunch will be served daily. One meal each day will be taken from the pre-approved Neighborhood Center/Home Delivered Meal menu. This meal will be approved by ARC for grant reimbursement. The meal will be the “blue plate special” for the day. Trays for buffet-style service are to be prepared for the centers and pre-plated meals are to be prepared for the Home Delivered Meals participants.
- 4) One additional entrée will be prepared for the senior public and Cobb County staff and served in the Café. Proposer’s kitchen staff will be responsible for the preparation and serving of meals for the Café. The Neighborhood Center clients and certain SDC clients will eat their daily lunch meals in the Café. In addition, any other Cobb County senior as well as facility staff may come to the Café for meals. The Café will be open for lunch from 11:30 a.m. to 1:30 p.m., Monday through Friday. Snacks and beverages may be available through vending machines provided by successful proposer until 5:00 p.m.
- 5) Soups, salads, cold sandwiches, and desserts, self-served or attendant-served, will be prepared daily.
- 6) Meal prices for the “blue plate special” must be specified. Blue Plate Special are meals for the general public seniors at a discounted meal rate, and facility and/or other County staff at retail rate.

B. Neighborhood Center Meal Program (refer to Phase 1 for complete details):

- 1) Successful proposer must prepare pre-approved daily menu for the Neighborhood Centers. These meals will be served to the Marietta Neighborhood and Senior Day Centers (SDC). The “blue plate special” service is approximately 45 clients, Monday through Friday. The clients’ meal shall be served by the successful proposer between 11:30 a.m. to 12:00 noon. The sides for this meal may be served with another entrée for the senior public and facility staff.
- 2) Successful proposer must prepare pre-approved daily menu for the Austell, North Cobb, and Smyrna Neighborhood Centers. Food trays will be packed hot and delivered by CSS staff to arrive in time to eat a noontime meal.

C. Home Delivered Meals Program (refer to Phase 1 for complete details):

- 1) Successful proposer must prepare pre-approved daily menu for all Home Delivered Meals clients. These meals will be pre-plated in 3-compartment trays and sealed with plastic film cover. The HDM meal is the “blue plate special”. The service is approximately 200 clients, served Monday through Friday. These meals are packed hot by CSS staff in Cambro or thermal carriers. All sides and beverages will be packed in coolers with gel packs. Carriers and coolers are delivered to five dropsites for pickup and in-home delivery by volunteers.
- 2) Successful proposer may consider an alternative preparation and delivery of these meals. The alternative may be that meals are prepared one (1) day ahead of serving by

bringing meals up to temperature, sealing and flash chilling them. CSS staff would then remove meals the next morning from the cooler and reheat. CSS staff then packs Cambros and coolers for delivery to dropsites. Marietta routes are set up in MOW room that is just off the back of the kitchen. MOW room opens to outside where volunteers come to pick up and return delivery containers.

D. Catered Food Services:

1) Successful proposer will include food service catering costs for catered food services, both during and outside of normal food service operating hours. Some catering services may be requested after normal café serving hours. Catering costs will include pricing with proposer's staff serving meal, pricing with CSS' staff serving meal, and pricing with no staff needed to serve meal. Catered food services will be paid in addition to the annual contract costs.

2) Successful proposer's staff will prepare on request any special meals for Neighborhood Center events such as annual summer picnic, holiday parties, volunteer luncheons, etc. If a special catered menu is in place of the contracted meal menu, then the special catered menu will be prepared for no additional charge. If the special catered menu is for a special event, the successful proposer's staff will submit a quote for the cost.

Proposer's staff will have the first option to prepare any requested catered meals, snacks, appetizers, etc. for the Powder Springs Station Multipurpose events, dances, Lunch & Learn classes, etc. Other CSS Multipurpose Centers may also request a bid for catered food services. The proposer's staff will provide a quote for the cost.

3) Successful proposer will provide each Neighborhood Center with a sheet cake once per month on specific dates for a birthday celebration. Marietta and SDC will be prepared by proposer's staff and picked up by CSS staff on the day needed. Austell, North Cobb and Smyrna Senior Centers will be prepared by proposer's staff and delivered by CSS staff to the appropriate center in time for the event.

E. Teaching Kitchen Classes:

1) Proposer's kitchen staff in conjunction with CSS' RD will provide food preparation and cooking education classes in the Teaching Kitchen. The kitchen staff will prepare a list of classes that CSS will advertise through the Multipurpose Centers and the Neighborhood Centers. Proposer's kitchen staff will quote the cost for each class. These costs will be paid in addition to the annual contract costs.

3. Menu selection and food preparation:

A. The successful proposer may adjust the menu selection and production level as dictated by the county sales pattern. The successful proposer must obtain approval from the Nutrition Services Coordinator.

B. The food preparation shall always meet or exceed business and industry standard; and comply with current USDA dietary guidelines, and all subsequent revisions.

C. Successful proposer must also offer food low in total fat, saturated fat, cholesterol, sodium, sugar, such as lean meats, low fat dairy products, vegetables, fruits, and whole grain products so as to be in accordance with the recommended dietary allowance of the Food and Nutritional Board of the National Research Council.

D. Only minimal amounts of vegetable oil low in saturated fat shall be used in preparing foods.

E. The foods offered for sale must always meet or exceed industry standards in variety and appearance. Proposer must submit what industry standard or Grade of food they are proposing. Food, at all times, must be prepared in a means that maximizes its palatability and appearance while at the same time maintaining its nutritional value.

F. Condiments such as salt and pepper, sugar, sugar substitute, catsup, mustard, lemons, tartar sauce, vinegar, hot sauce, etc. are considered a part of the meal service cost and shall not be priced separately.

G. Adjustments shall be made to menus to include seasonal foods.

4. Pricing and price change:

A. The menu, price, and portion sizes must be submitted in specific detail within the proposal but the final selection will be determined and approved by CSS. Any changes to the menus must be approved by the Nutrition Services Coordinator. Any price changes must be approved by the CSS Executive Director and submitted and approved by the Cobb County Board of Commissioners. The “blue plate special”, side items and senior-discounted meals are the same pricing as the Congregate and HDM pricing in Phase 1.

5. Advertising and display:

A. The successful proposer may advertise menus and services offered to CSS through appropriate means within the department facilities. The successful proposer may post a menu listing and prices on the County’s internet email system.

B. CSS will display within the department facilities easy-to-read menus with prices. Menu material signage is to be supplied by the successful proposer for the patrons' information. CSS must approve signage design and material before they are displayed.

C. Menus and prices will always be posted at or near the Café entrance and near the service points.

6. Equipment and Utensils:

A. An inventory list of Cobb County-owned equipment and utensils, that will be provided for the successful proposer's use is a partial proposed list in Attachment C, and will be discussed at the pre-proposal conference. The final inventory list is yet to be determined. Cobb County will not provide any other equipment for the food service operations unless approved by the Executive Director of Cobb Senior Services.

B. Make Good Losses - The successful proposer shall repair, restore and make good losses of and damages to, any portion thereof of the facility if caused by the proposer, including the County-furnished supplies, material, equipment or other items to be utilized with, or incorporated in, the work and which would be performed in the café facility. Such replacement shall be at the successful proposer's sole cost and expense.

C. The successful proposer shall provide all necessary equipment not provided by the county for the safe and effective operations and management of the food service operations.

D. All equipment and utensils provided by the successful proposer must be inventoried and attached to this proposal; labeled Proposer's Supplied Equipment attachment. Equipment which the successful proposer will have to provide includes:

- 1) Plates and dishes for customers' use
- 2) All types of required containers and cans to store food products
- 3) Napkin dispensers
- 4) Eating utensils
- 5) Drinking glasses
- 6) All catering equipment
- 7) Food preparation scales
- 8) Sharpeners
- 9) Trays
- 10) Cooking utensils and kitchenware
- 11) All other equipment not provided by Cobb County.

E. Equipment provided by the successful proposer shall be of comparable quality to that provided by the county, and required to meet industry standards in the management and operations of a food service establishment.

F. Successful proposer shall provide a comprehensive inventory list of all proposer-supplied equipment upon contract start-up, every six (6) months thereafter, and again at final day of performance. These lists should indicate manufacturer, brand name, identification number, and date of manufacture of all equipment provided by the successful proposer. Then successful proposer shall affix a permanent label on all equipment the successful proposer provides. These labels shall be in plain view.

7. Sanitation and Quality:

A. The successful proposer shall serve tasty, appetizing, and quality food, under clean and sanitary conditions in accordance with provisions and recommendations contained in the food

- B. Food served must be free from spoilage, adulteration, and misbranding, and be wholesome and safe for human consumption.
- C. All uncooked items, including fruits and vegetables, shall be clean and free from blemishes.
- D. All food, when served, shall be attractive and at the correct temperature and consistency. The food shall be crisp, moist, dry, and tender, etc. as may be appropriate in the case.
- E. Successful proposer shall adhere to all provisions of the Food Service Sanitation Manual, Public Health Service Publication Number (FDA) 2081, including all subsequent revisions, and the local codes relating to food service sanitation and procedures.
- F. CSS reserves the right to frequently inspect and taste all food prepared for sale to the public.
- G. Quarterly menus will be planned as in Phase 1 to provide the appropriate meals for the “blue plate special” each day. Menu plans must be approved by CSS Registered Dietician.

8. Personnel and Supervision:

- A. The successful proposer must ensure sufficient personnel to provide sanitary conditions and satisfactory service that will assure prompt and efficient service at all times.
- B. The successful proposer guarantees that all employees shall be sober, conscientious, neat, courteous and respectful to all clientele. The successful proposer must be fully able and willing to perform the assigned duties every day the food service facility is open for operation. Employees assigned by the successful proposer to do work at any CSS café site shall be physically fit, free from communicable disease, and able to do their assigned duties.
- C. The successful proposer must always provide an adequately trained staff of food service employees to perform the varied and essential duties inherent to a successful customer-focused food service operation. The successful proposer must also provide adequately trained relief personnel to substitute for the regular employees when they are absent so that a high quality food service operation will be maintained at all times.
- D. The successful proposer shall assign a full-time manager to the CSS café site, with the appropriate experience and qualifications. The manager must be given the duties and responsibilities to maintain an efficient and responsive day-to-day operation. The managers will have the day-to-day responsibility for personnel supervision and training, menu planning, supplies purchasing, cost control, sanitation, and other appropriate food service duties.

E. The successful proposer's manager(s) must be replaced within thirty (30) calendar days upon the identification of sufficiently serious operational deficiencies found to be the result of inferior direct management.

F. The successful proposer's employees shall wear a distinctive item of clothing such as badge, cap, armband, blouse, and/or uniform as a means of identification during normal operating hours. The employees must wear proper uniforms, including head covers, during the time they are performing their duties in the building. All employees must wear legible nameplates. Successful proposer's employees shall be required to comply with Cobb County security requirements and employees must be cleared prior to performing work in the Café in the Cobb County facility. The successful proposer shall ensure a security background check is conducted, at successful proposer's expense, on all their employees before the employees begin working in county facilities. Employee files shall be subject to inspection by the Senior Services Management Staff.

G. The successful proposer shall require the employees to adhere to all building codes and personal conduct regulations in effect during the contract period. The successful proposer's employees shall participate in all civil defense and emergency drills that may be executed, without prior warning, by Cobb County security and emergency management personnel.

H. A representative of the successful proposer shall provide means to communicate or be available for communication on a daily basis and for contact after hours of café operations. The successful proposer shall communicate all problems, customer service issues, questions, etc. on a daily basis with CSS' Nutrition Services Coordinator. Communication can be through a variety of methods, but must include some level of routine face-to-face communication between the successful proposer and the Nutrition Services Coordinator or other management from the Senior Services Department.

9. Waste Management and Rodent Control:

A. It shall be the successful proposer's responsibility for the clean and sanitary manner in which wet garbage is transported and handled in route from the café to the dumpster and waste grease to the designated storage area. The successful proposer shall perform the proper cleaning of the grease storage area on a daily basis.

B. CSS shall provide pest/rodent control at the food service facility at CSS' expense. The successful proposer is responsible for notifying the Nutrition Services Coordinator of specific pest/rodent problems in the food service facility as they occur.

10. Equipment Repairs:

A. CSS assumes responsibility for repairs to county-owned equipment. If equipment is damaged due to negligence by the successful proposer's employees or sub-contractors, the successful proposer will be required to pay the full amount of the repair costs.

B. When equipment repairs are necessary, the successful proposer shall immediately notify the Nutrition Services Coordinator so that a work order may be prepared and forwarded to the Property Management Department. The Nutrition Services Coordinator shall approve and sign all work requests before they are given to Property Management.

C. Maintenance and repair of equipment provided by the successful proposer is the responsibility of the successful proposer, unless otherwise specified in the contract .

D. between the successful proposer and CSS, at its own expense, will replace county-owned food service equipment the county deems not economical to repair.

11. Cleaning and Janitorial Services:

A. Successful proposer shall furnish all labor, supplies materials, equipment, and supervision sufficient to maintain the cafeteria areas in a clean, orderly, and sanitary condition at all times. The successful proposer shall be responsible for cleaning the floors, walls, and ceilings of the storage, cooking, serving, and office areas.

Exception: CSS will arrange for cleaning HVAC vents and kitchen exhaust vents on an as-required basis.

B. The proposer shall submit a material safety data sheet (MSDS) binder that lists all chemicals to be used to CSS to establish suitability, harmlessness to the floor and other surfaces, and environmental compliance.

C. Cleaning equipment used by the successful proposer shall be suitable and sufficient to provide the cleaning required keeping the areas in a sanitary and safe condition.

D. The proposer's staff will be responsible for cleaning of the dining area to include, but not limited to, keeping the tables and chairs wiped off, the floors free of spills, food particles, and unusual dirt and refuse. CSS will clean the dining area floors daily, either early morning or late afternoon.

E. CSS reserves the right to appoint a commercial cleaning company to undertake the janitorial tasks at the expense of the successful proposer, if the janitorial duties are not satisfactorily performed.

12. Security and Safety

A. The successful proposer shall be responsible for securing all areas under its approved jurisdiction.

B. The successful proposer shall designate one of their employees whom shall have full responsibility for determining that all equipment, fans, and lights are properly turned off, and the windows and doors securely closed when the café has been closed for business.

- C. Cobb County Senior Services staff will follow Cobb County Finance and the Department cash handling and daily cash report procedures. No cash will be left in the café safe overnight.
- D. Only in cases of potential imminent danger, such as a signal set off by the security system, will Cobb County security personnel open the Café Manager’s office.
- E. The successful proposer has full responsibility to protect the employees and users of the café from hazardous, unsafe, and unsanitary conditions in the café. Hazardous materials of any nature shall be pre-approved by CSS before it is allowed on the premise and instructions on its handling will be strictly enforced.
- F. The successful proposer shall prominently display a framed 24” X 36”, or other acceptable size, poster of the Heimlich maneuver in the dining area of the café. At least one employee of the successful proposer, who is on duty at all times when the food service facility is open, must be capable of performing this procedure.
- G. The successful proposer shall immediately notify the fire department in the case of a fire.
- H. All of the employees of the successful proposer shall be trained and organized to participate in fire and civil defense drills including fire reporting and building evacuation.
- I. Cobb County Property Management personnel require access to the food service facility twenty-four (24) hours a day, seven (7) days a week. A set of keys to all doors (including freezers and coolers, excluding the successful proposer’s provided safe) will be kept in the Nutrition Services Coordinator office, and signed out by county Property Management personnel on an as needed, when needed basis.

SECTION V – PROPOSER’S EXPERIENCE AND QUALIFICATIONS

1. Proposer Affirms:

- A. Minimum of five (5) years of experience providing food service of comparable size and scope as called for in this specification (this can include recurring catering events).
- B. We, the proposers, have provided this service, and used the products and procedures as outlined in this specification for _____ years.

We have provided references to support our declaration in the related paragraphs.

YES (____) NO (____)

2. The proposer possesses the required licenses and permits to operate a food service establishment as called for in this RFP, Sealed Bid #10-5488.

YES (____) NO (____)

3. We, the proposer, have municipal, state, and federal licenses and/or authorization as follows:

	<u>Type</u>	<u>License Number</u>	<u>Expiration</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____
E.	_____	_____	_____
F.	_____	_____	_____

And have attached a legible copy of each license disclosed.

4. Proposer must submit at least four (4) references from comparably sized organizations for which food service contracts have been successfully performed, or is currently being done. The information required includes: name of contact, name of organization, address of organization, patron market size, date of, and contract period, reason for termination of service (if applicable). Complete the Proposer’s Qualification Sheet enclosed in this document. At least one of these references **shall** be located in the metropolitan Atlanta area and, if feasible, be of similar scope to the Cobb County food service operations described in the preceding paragraphs. No exceptions will be allowed from this requirement.

5. Proposer agrees to provide a list of key supervisory personnel including names, titles, present location, certifications, and work experience with proposed duties in the servicing of CSS food service requirements and labeled personnel attachment.

6. Failure to comply with any of the qualifications listed in this section may result in the disqualification of the proposal.

SECTION VI – TERMS AND OPTIONS

1. This contract will be awarded to one vendor that must be able to provide food service operations in a café environment. These services should also be able to produce various meal types and/or packaging, i.e. bulk Congregate, Home Delivered, Boxed Lunch/Picnic, Shelf Stable 5-meal Packs, Regular Diet, No Concentrated Sweets Diet, Vegetarian Diet, etc. The food services operation requires a full-time kitchen staff onsite at 1150 Powder Springs St, Marietta, GA 30064, comprised of an Executive Chef, Sous Chef, part-time kitchen workers, and a cashier preparing fresh meals daily.

This contract will be awarded for a one-year period with an option at the discretion of CSS for two (2) annual renewals, subject to availability of funds, as follows:

- 1st year: July 1, 2010 to June 30, 2011 (opt to renew for 2nd year)
- 2nd year: July 1, 2011 to June 30, 2012 (opt to renew for 3rd year)
- 3rd year: July 1, 2012 to June 30, 2013 (mandatory rebid)

2. A renewal requires approval of the Cobb County Board of Commissioners and Cobb Senior Services Executive Director and is subject to satisfactory contractor performance. Price increases

shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for “all items” for the Atlanta metropolitan area and must be approved by Cobb Senior Services.

3. Successful proposer must notify the Purchasing Director at least ninety (90) days before the expiration of the existing contract of its availability to continue to operate the food service facility. If there are any changes to be made to the current contract, and/or other fundamental operating conditions, these must be stated in writing with the request for renewal.

4. Successful proposer shall be considered by the County as duly obligated to perform to the completion of this agreement as though it be a contract. All copies of the proposal forms are to be signed.

SECTION VII – TRANSITION TO A NEW SUCCESSFUL PROPOSER

1. Successful proposer affirms to provide the highest quality of service, and turn over to Cobb County, all documents pertaining to the maintenance of the County’s café equipment performed during the term of the proposer’s contract after the completion of the contract period.

2. Successful proposer agrees that Cobb County’s decision to award the new successful proposer, based on the competitive award process, amounts to proper notice of termination of the existing contract, and Cobb County has no further responsibility to give verbal or written notice to the said successful proposer.

SECTION VIII – PROPOSER’S SUBMISSIONS

1. Proposer must submit a business plan including an organization chart. The business plan must address the subjects in this section and all other sections in this RFP. CSS reserves the right to reject all incomplete proposals. Relating to current contracts, the proposer may briefly describe ways the proposer has creatively overcome facility limitations to improve food services operations and increase participation.

2. All information submitted must be on typewritten pages. All tables, charts, and graphs must clearly cross-reference the descriptive literature. These tables, charts, and graphs should be located immediately behind the descriptive reference information, in order of occurrence.

3. Proposer must briefly describe the organization, including sub-contractors, and/or joint venture relationships. Proposers must address corporate history and background, size of organization (staffing, sales, makeup, expected changes in ownership, mission statement and values, and relationships with subcontractors). Address any recent and/or anticipated changes in organization ownership and/or management in the proposal submission.

4. Proposer must report subsequent management and/or ownership changes to CSS in writing, with a statement of the expected impact on the organization’s future direction, within fifteen (15) days of the occurrence of this event.

5. Proposer shall also provide the following information:
 - A. Training to proposer's personnel to be employed at CSS' café facility and a copy of the training material is to be supplied to the Nutrition Services Coordinator;
 - B. An organization chart showing on-site supervision and the relationship with corporate office (where applicable);
 - C. Charts/tables showing the number of staff, in different categories, that will be provided to satisfy the food service contract requirements at the café facility; and,
 - D. Method to deal with absenteeism of staff at all levels to keep the service operating at the highest level of customer satisfaction.
6. Proposers must develop and include a four-week menu plan for breakfast and lunch for the café. This plan must clearly identify the required minimum service of menu food items.
7. CSS and Cobb County shall be held harmless by the successful proposer for any lost revenue, lost overhead, or any other hardship due to the actual number of meals served versus the number that are required.
8. Proposer must submit documents showing the financial health of the proposing firm, including:
 - A. Proof of insurability that proposer meets the insurance requirements as outlined in the RFP document.
 - B. Copy of proposer's two (2) most recent audited financial statements. Only corporate Financial statements will be acceptable to meet this requirement (no personal financial statements).
 - C. Proof of the ability to acquire financial resources, if necessary, to meet the equivalent of six months cash flow (working capital). This projected cash flow statement should make reasonable assumptions as to revenue timing, accounts payable, expenses, and other costs associated with the operation.
 - D. Any loan financing required must be accompanied by a letter of intent from the financial institution granting the loan indicating an unequivocal willingness to provide the required financing as identified in the preceding paragraph.

SECTION IX – SUBCONTRACTING

1. All proposals must include a list of proposed subcontractors, if any, including copies of any subcontracting agreements used to provide services to CSS through the successful proposer.

2. CSS reserves the right to veto the use of any subcontractor. Failure to veto a subcontractor does not in any way suggest approval by CSS to use the particular subcontractor, unless CSS expresses this approval in writing.
3. Substitution of subcontractors after the proposal award can be done only with the expressed written approval of CSS.
4. Approval by CSS provides the subcontractor with the required means to access and exit the café facility, assuming proper observance of CSS and Cobb County policies and procedures by the subcontractor. The subcontractor is to be governed and monitored by the successful proposer.

SECTION X – DOCUMENTS AND REPORTING

1. Accounting and Reporting Systems

A. Describe the complete accounting procedures:

1. Inventory Control
 2. Method of recording, checking and reporting sales
 3. Internal audit systems
 4. All regular accounting forms used with detailed explanations of their importance
 5. All regular reports used with detailed explanation of their operation and importance
 - a. Provide examples of the reports that will be provided.
2. Present day operating system: Proposer personnel shall be responsible for handling of all cash received by the Nutrition Services Program in accordance with established County procedures. CSS personnel shall retain responsibility for preparing statements of daily cash receipts and monthly revenue statements. Proposer personnel shall alert CSS personnel of any breaches of security as witnessed by proposer.
3. Present day operating system: Proposer shall submit invoices each Monday, following the week covered by the invoice.
4. Successful proposer agrees to submit any data required by CSS with fifteen (15) calendar days after oral or written request.
5. Successful proposer agrees to hold and retain all operating information for a period of six (6) years after the termination of the ensuing contract agreement, and to allow CSS the unrestricted right to audit this information.
6. Successful proposer shall submit to CSS on or before the 10th day of each month a fee made payable to Cobb Senior Services in the negotiated percentage of the gross receipts earned during the preceding calendar month. “Gross receipts” are defined as all sales for cash or credit, less applicable sales tax and added gratuities, if any. Fees are not contingent on profitability of the sales.

Along with and accompanying the fee, successful proposer shall submit a report of gross receipts earned during the preceding month on forms provided by CSS. Annually, successful proposer will submit an Auditors’ Review by an independent CPA to CSS. In addition, upon reasonable notice by

CSS to proposer, proposer shall provide to CSS, its accountants, its attorneys, and/or agents the right to examine and make copies of the books and records relating to this RFP, provided such examination is conducted during normal business hours and with as little disruption to the business of the proposer as possible.

SECTION XI – PERFORMANCE MEASURES

1. A maximum of five (5) unsatisfactorily resolved customer complaints within a ninety (90) day period will be allowed; however, the successful proposer’s goal should always be zero complaints about food quality, customer service, and sanitation.
2. Successful proposer agrees to a goal of zero (0) public health infractions over the life of the contract. Failure to achieve this goal could lead to termination of the contract.
3. Successful proposer must fully correct all public health violation, if any, within the timeframe specified in any public health violation citation.
4. Persistent failure to meet these terms and conditions could lead to contract termination. Persistent failure implies a pattern of exceeding the maximum allowable target for two (2) consecutive quarters.

SECTION XII – SELECTION PROCESS

1. The Evaluation Selection Committee shall be responsible for evaluating the qualifications and capabilities of firms who have submitted a complete quality proposal to ensure compliance with the Minimum Mandatory Requirements in response to CSS’ announcement soliciting such proposals. Evaluation may include such activity as deemed appropriate by the Committee to verify the proposer’s ability to furnish the required service. The Evaluation Committee is compiled of employees from various Cobb County Departments.
2. After the Evaluation Selection Committee has reviewed and evaluated all proposals, they may choose to conduct oral presentations unless otherwise indicated in this solicitation. The Evaluation Selection Committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that proposers emphasize specific information considered pertinent to the services to be provided.
3. Evaluations will be made according to the Cobb County POLICY FOR PROCUREMENT OF PROFESSIONAL SERVICES. The evaluation process performed by a review committee considers the Pricing Information merely as *one* of the selection criteria and not the final determinant. Evaluations will *also* be based on the following criteria: Staffing (to include composition/experience/safety & training), Performance, Approach, Firm Expertise & Experience, Availability, Financial Stability, and Cost.

SECTION XIII – OPTION TO RENEW

1. Contract will be awarded for a one-year period with an option at the discretion of CSS for two (2) one (1) year renewals, subject to availability of funds. All renewals will follow the same terms and conditions, unless restricted from doing so by the amendment of existing policies and procedures, or the issuance of new policies and procedures by DHR/DAS or ARC.

2. Satisfactory Performance: In determining whether or not to exercise its options to renew or extend the contract, CSS will use satisfactory performance and unit cost as the determining factors. If the unit cost is acceptable but the vendor has not demonstrated satisfactory performance, CSS will exercise its option not to renew or extend the contract. The following items will be used by CSS to determine satisfactory performance:

- a. Compliance with bid specifications
- b. Timely delivery of food
- c. Quality of food
- d. Adherence to the menu
- e. Adherence to required temperature standards
- f. Proper portion size and number
- g. Response time to problems that may arise
- h. Adherence to Federal, State, and Local standards.

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcountyga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and

the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well. Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Payment & Performance Bonds

A one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County by the awarded vendor. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

IX. Insurance

Insurance requirements. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted

in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor

- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or

his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing by **Tuesday, May 18, 2010** at 5:00 pm via U.S. Mail or facsimile or email to:

Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided.

XXVII. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

The specific qualitative categories may include, but not be limited to, the following:

1. Staff qualifications
2. Performance/Experience of the firm on projects of similar nature, magnitude and complexity
3. Approach to providing services, including training and support, and scope of work
4. Financial Stability
5. Availability of the firm to conduct the work
6. Cost

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXIX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXX. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXI. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIII. Special Terms And Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXIV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXXV. Compliance with Georgia Security and Immigration Compliance Act

Effective: 04/26/10 (Replaces all prior versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Definitions:

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Additionally, before a bid for any such service is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b)(1).

Based upon the County’s experience, additional compliance certification shall be required of all contractors and their subcontractors at the time work is commenced under any contract for the physical performance of services.

PROCEDURE

1. Bid Documents: Bid documents should contain information regarding the contract language requirement below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted **at the time of the bid**, the applicant will be **disqualified**.

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

3. Contract Language: Affirmative language shall be contained in contracts for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) Affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.

- (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (or sub-subcontractors) employed or retained for work under the contract.
- (c) That the contractor will comply with the requirements for submitting Compliance Certification (as discussed below);
- (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the foregoing obligations during the life of the contract) shall constitute a material breach of the contract and shall constitute a material breach of the contract and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- (e) That upon notice of a material breach of these provisions, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

4. Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County.

After commencing work under any contract the physical performance of services, the contractor shall update the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto whenever there is a change in personnel and every six (6) months during the term of the contract.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor and submit the same to the County.

FORM ATTACHMENTS:

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT
- 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
- 3. EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

Effective: 04/26/10 (Replaces all prior versions)

CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

Effective: 04/26/10 (Replaces all prior versions)

Bidders Initials _____

EXHIBIT A
SUBCONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
___ DAY OF _____, 201__

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration SSA).*

Effective: 04/26/10 (Replaces all prior versions)

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION
*(To be completed by Contractors and all Subcontractors prior to contract initiation,
every 6 months after commencement of work, and at any time that
there is a change in personnel assigned to the project.)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
___ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective: 04/26/10 (Replaces all prior versions)

Bidders Initials _____

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: _____ Period Invoiced: _____

Name of Prime Contractor/Vendor _____ **From/To:** _____

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

Bidder Initials _____

PROPOSER'S QUALIFICATION SHEET

Page 1 of 2

COMPANY NAME: _____

NAME: _____ TITLE _____

ADDRESS: _____ CITY _____ ST ___ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

1. Number of years experience proposer has providing services as per specifications. _____

2. Name and address of government agencies/companies in the past five (5) years that you have provided products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Proposer must complete all information below.

3. Number of employees specifically hired by Proposer to provide product(s) and/or services as specified in this document. Supervisory _____ Laborers _____ Other _____

4. Please list three (4) references of current customers who can verify the quality of service your firm provides. The County prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

REFERENCE TWO

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

Bidder Initials _____

PROPOSER'S QUALIFICATION SHEET

Page 2 of 2

REFERENCE THREE

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

REFERENCE FOUR

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____



Information of Person who prepared this form:

Printed Name Title _____

Signature Date _____

Bidder Initials _____

CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
SEALED BID #10-5488

How to Submit a Proposal
Vendor Checklist for Phase 1 & Phase 2
Bid Form

1. Review each section of the RFP. Initial each page of the RFP to signify review and return with proposal.
2. On separate paper and in the order presented, submit a complete, legible response outlining how your company will provide the food services as outlined in the RFP. Be as specific as possible.
3. Submit One (1) original and six (6) copies of your response. All sections must be complete and legible. Response must be received **no later than 12:00 noon on May 27, 2010**. Mail or deliver your proposal copies to Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008-4012. Late Responses will not be received.
4. All questions in regards to this RFP must be submitted in writing to:
Cobb County Purchasing Department,
1772 County Services Parkway, Marietta, GA 30008
FAX Number 770-528-1154
E-mail: purchasing@cobbcounty.org.

Deadline for questions is **Tuesday, May 18, 2010 @ 5:00 pm**

5. Bid Opening Date is **May 27, 2010 at 2:00 pm**. Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008-4012.
6. A Pre-Bid Conference will be held on **May 12, 2010 at 10:00 am**. at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008-4012. Attendance is strongly recommended.

CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
SEALED BID #10-5488

Vendor Checklist

Section I Request for Proposal

_____ Minimum Qualifications met.

_____ Agree to Terms and Options.

Section II Scope of Work

A. Meal Specifications

_____ Agree to comply with provisions of the Older Americans Act.

_____ Registered Dietitian on staff

Name _____

Registration Number _____

_____ Agree to adhere to Meal Pattern table.

_____ Agree to 4-week menu planning by staff Registered Dietitian with review by CSS' RD,
nutritional analyses, quarterly menu planning meetings and provision of large print
menus six (6) weeks in advance.

_____ Sample four-week menu attached with nutrition analyses.

_____ Agree to meet or exceed all food standards in Section A., #1-18.

_____ Agree to Guidelines and Regulations in all Appendices.

B. Meal Preparation Site

_____ Agree to all Location specifications.

Vendor Checklist

_____ Agree to Compliance with Health and Other Standards.

_____ Agree to Sanitation Standards.

_____ Agree to guidelines on Records.

C. Meal Packaging and Delivery

_____ Has blast freezer/chiller or other equipment necessary to provide frozen congregate and home delivered meals in the quantities specified.

_____ Has submitted detailed delivery plan.

_____ Can provide boxed lunch/picnic meals in the quantities specified.

_____ Can provide shelf stable meals in the quantities specified.

_____ Can provide monthly birthday cakes and appropriate holiday meals.

_____ Has submitted meal order methodology.

_____ Is aware of CSS holiday closings and inclement weather statement.

D. Equipment and Disposables

_____ Describe or submit samples of disposables.

E. Management Assessment

_____ Submitted assessment of management capacity as outlined.

_____ Included all staff names, titles, contact information, and availability.

_____ Included administrative facility information.

ATTACHMENT A
Vendor Checklist

_____ Implementation Plan attached.

_____ Quality Control Plan attached.

_____ References attached.

F. Insurance and Bonding

_____ Certificates furnished.

G. Financial Statement

_____ Financial Statement attached.

H. Billing

_____ Agree to comply with billing procedures.

I. Business Certification

_____ Certification attached.

J. Civil Rights Compliance

_____ Proof of compliance attached.

L. Option to Renew

_____ Agree with renewal and satisfactory performance guidelines.

ATTACHMENT A

CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
SEALED BID #10-5488

Cost Proposals for Phase 1 & Phase 2

PHASE 1
PROPOSED UNIT RATES PER CATERED MEAL

BREAKDOWN	CONGREGATE 27,000	HOME DELIVERED MEALS 50,000	PICNIC 1,000	SHELF STABLE 3,000
Raw Food	\$	\$	\$	\$
Labor	\$	\$	\$	\$
Food Delivery	\$	\$	\$	\$
Disposables	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Other/Direct	\$	\$	\$	\$
Administrative	\$	\$	\$	\$
Profit	\$	\$	\$	\$
Total Per Meal Cost (excluding tax)	\$	\$	\$	\$

ATTACHMENT A

**CONGREGATE AND HOME DELIVERED MEALS FOR
SENIOR CITIZENS OF COBB COUNTY
SEALED BID #10-5488**

**PHASE 2
PROPOSED CAFÉ PRICING & % OF GROSS RECEIPTS**

BREAKDOWN	Blue Plate Special	Senior-Discounted Meal	Facility Staff Meal	Soups/Salads/ Cold Sandwiches/ Desserts	Breakfast
Raw Food	\$	\$	\$		\$
Labor	\$	\$	\$		\$
Food Delivery	\$	\$	\$		\$
Disposables	\$	\$	\$		\$
Equipment	\$	\$	\$		\$
Utilities	\$	\$	\$		\$
Other/Direct	\$	\$	\$		\$
Administrative	\$	\$	\$		\$
Profit, including % of gross receipts	\$	\$	\$		\$
Total Per Meal Cost (excluding tax)	\$	\$	\$		\$

Evaluation Criteria

_____ Acknowledge evaluation criteria.

ATTACHMENT B

Georgia Department of Human Resources Division of Aging Services Requirements for Non-Medicaid Home and Community Based Services

Section 300.

Individual Service Requirements

§304 Nutrition Service Program Guidelines and Requirements	January 2002 revised 3/2008
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§304.1 Purpose

This section establishes requirements for Area Agencies on Aging and their subcontractors in the administration and provision of a comprehensive program of nutrition services to the elderly.

§304.2 Scope.

These requirements apply to all congregate and/or home delivered nutrition services contracted and provided through or by the Area Agency on Aging, supported by any and all non-Medicaid sources of funding.

§304.3 Congregate Nutrition Program Description and Performance Requirements

- (a) Service objective. To promote better physical and mental health for older people through the provision of nutritious meals and opportunities for social contact. Congregate nutrition services shall be a part of a system of services which promotes independent living for the elderly.
- (b) Service outcomes. At a minimum to identify persons at nutritional risk through nutrition screening and assessment, to reduce nutritional risk among consumers through the provision of nutritious meals, education and counseling and to reduce isolation/increase the sense of well being of consumers through socialization.
- (c) Service activities. Service activities include:
 - (1) the provision of meals and nutrition education in a group setting at a nutrition site, senior center, or multipurpose senior center, and ongoing outreach to the community.
 - (2) access by participants to nutrition screening and assessment, nutrition education, and counseling on an individual basis, when appropriate;
 - (3) access to the congregate site through transportation services;
 - (4) shopping assistance;
 - (5) health, fitness, and other educational programs;

- (6) and recreational activities.
- (d) Eligibility. Client eligibility is established by provisions of the Older Americans Act at §307(a)(13)(A) and (I) for nutrition services provided through all non-Medicaid fund sources.
- Eligible persons are:
- (1) persons aged 60 and over;
 - (2) their spouses, regardless of age;
 - (3) handicapped/disabled¹ residents of housing facilities occupied primarily by the elderly at which congregate nutrition services are provided;
 - (4) handicapped/disabled individuals who live in a non-institutional household with and accompany an eligible person to the congregate nutrition program.
 - (5) conditional upon AAA policies, volunteers, staff and guests age 60 and above. (Also see §304.7)
- (e) Schedule of meal service. Each provider agency shall serve meals in accordance with provisions stated in the Older Americans Act at § 331, Subpart 1, concerning Program Authorization.
- (1) Providers of congregate nutrition services shall use an advance reservation system to determine the number of meals necessary for each day's service and inform participants of procedures for reserving meals.
 - (2) Providers shall serve eligible drop-in seniors and other unscheduled guests only after participants who have made advance reservations are served a meal which provides all of the Recommended Dietary Allowances.
- (f) Participant records. The service provider agency shall maintain files in a form and format approved/accepted by DAS, including information which, at a minimum, identifies regular participants; documents individuals' eligibility for the program; and contains instructions for emergency contacts and care preferences. All providers shall maintain any other additional

¹ Reference Section 200, §204 "Definitions." Medical certification of disability is not required.

individual participant information as specified by DAS service program policies and procedures.

Files of participants served through the DAS contract are confidential and are the property of the Department of Human Resources. All participant files are subject to review and monitoring by the AAA, the Division, the Department, and the federal granting agencies.

- (g) Meal service requirements. Nutrition service providers shall use procedures which provide for the safety, sanitation, accessibility and convenience needs of participants, and efficiency of service, and shall include the following:
- (1) using correct portion sizes and utensils as specified on approved menus;
 - (2) adherence of staff and volunteers to food sanitation requirements, as prescribed by applicable Federal, State and local rules and regulations;²
 - (3) taking and recording food temperatures daily to document that safe temperatures are maintained; and
 - (4) to prevent cross-contamination, kitchenware and food-contact surfaces of equipment shall be washed, rinsed and sanitized³ after each use and following any interruption of operations during which contamination may have occurred;
 - (5) if cafeteria-style service is used, assisting those participants who have physical difficulties with trays.
 - (6) food shall be available to participants for at least 30 minutes after serving begins.
 - (7) providers shall establish policies and procedures which assure that participants do not take potentially hazardous foods from the site.
 - (8) providers shall make available to visually-impaired, blind or otherwise handicapped persons, food containers and utensils appropriate to their needs.
 - (9) after offering additional servings to program participants if appropriate, providers *may* donate unconsumed food

² County health departments have the right of amendment to add requirements to State rules and regulations. The higher of the two sets of standards shall apply.

³ Refer to Appendix 304-A of this section for instructions on preparing and using a sanitizing solution.

products to other charitable community social service or public service organizations. Providers wishing to make such donations shall obtain a "hold harmless" agreement from the receiving organization, which protects the provider from any liability.

- (10) providers shall not arrange for or provide covered dish meals at nutrition sites or other locations, using any funds which are administered through the contract with the Area Agency on Aging to support the cost of such activities.
- (h) Food storage safety.⁴ Potentially hazardous foods shall be stored at safe temperatures as stated at §290-5-14-.03 of the Administrative Rules and Regulations of The State of Georgia, "Food Care, Amended," which states, in part, that "The temperature of potentially hazardous food shall be (maintained at) either 41 degrees Fahrenheit or below or at 140 degrees Fahrenheit or above at all times." Frozen food shall be stored at a temperature of 32 degrees Fahrenheit or below. All rules found at § 290-5-14.03 shall apply.
- (i) Holding time. Providers shall assure that holding times for hot foods do not exceed 4 (four) hours from the final stage of food preparation until the meal is served to the participant, including delivery to the homes of home delivered meals participants.
- (j) Nutrition outreach. Providers shall conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Providers shall refer potential participants to the Area Agency for intake and screening, including administration of the NSI-D checklist, according to procedures developed by the AAA. See §304.7(b)(1). AAAs may fund outreach activities through Older Americans Act Title III-B, Title III-C₁ and C₂ and state funds.
- (k) Nutrition education.⁵ The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status. Providers shall conduct

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⁴ Reference <http://www.nal.usda.gov/fnic/foodborne/wais.shtml>, maintained by the USDA Food and Nutrition Service for information and resources on food safety.

⁵ Nevada State Unit on Aging

nutrition education activities at each congregate nutrition site, as follows:

- (1) Sessions shall be provided at least once monthly consisting of a session of not less than 15 minutes in length.
- (2) Each provider shall develop written nutrition education programming, including a calendar, which documents subject matter, presenters, and materials to be used, in accordance with requirements below. If AAAs/providers employ or contract with Registered Dietitians, the RDs may develop a single educational curriculum, which may be used by multiple sites or review or approve curricula developed by the providers.
- (3) Providers shall assure that nutrition education content and materials^{6, 7} are developed to be consistent with the nutritional needs, literacy levels, and vision and hearing capacities, as well as the multi-cultural composition of participating seniors. At a minimum, providers shall incorporate into the curriculum the content provided in the "Take Charge of Your Health Train-the-Trainer" manual materials.
- (4) A qualified dietician, home economist, or other qualified source shall develop or review and approve nutrition education content/materials.
- (5) Each nutrition service provider shall maintain written documentation of programs presented to verify that the requirements are met.

⁶ Websites which may assist in the development of nutrition education materials include <http://nutrition4living.org> maintained by Benedictine University, Lisle IL; <http://trc.ucdavis.edu/gerinutr/Resources/Educational%20Materials.htm> maintained by the Gerontological Nutritionists, a practice group of the American Dietetic Association; and <http://nirc.cas.psu.edu/links.cfm?area=275> maintained by the Penn State College of Agriculture Nutrition Information and Resource Center.

⁷ Reference: The Nutrition Interventions Manual for Professionals Caring for Older Georgians, Nutrition Intervention and Patient Outcomes, A Self-Study Manual, and Managing Nutrition Care in Health Plans. Contact the Nutrition Screening Initiative, 10101 Wisconsin Avenue, NW, Washington, D.C. 20007 for further information or additional copies.

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- (l) Nutrition screening⁸ - Nutrition screening is the process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.⁹ Nutrition screening begins at the AAA with the administration of the Nutrition Screening Initiative DETERMINE (NSI-D) Checklist as part of the intake and screening process. The AAA may allow congregate meal sites with no waiting lists to perform initial applicant intake and screening directly. Congregate meal providers shall complete the checklist six months after services begin and, at a minimum, annually thereafter, or at anytime that a change in the participant's condition or circumstances warrants. The AAA and provider(s) jointly shall develop protocols to assure that applicants/recipients whose NSI-D score is 6 or greater (at high nutrition risk) receive or are referred for a Level One Screening (or higher); receive a comprehensive nutrition assessment, when indicated; receive individual nutrition counseling, if indicated; are referred to their primary health care providers for follow-up; or are referred for any other assistance or services needed.¹⁰

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- (m) Nutrition Assessment. An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measurable goals.¹¹ Area Agencies and nutrition service providers are to work collaboratively to identify or develop resources for the provision of nutrition assessments for persons at high nutrition risk. Registered dietitians and/or other qualified professionals may conduct nutrition assessments.

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- (n) Nutrition counseling. The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special needs, taking into consideration health, cultural, socioeconomic, functional and psychological factors. Nutrition counseling may include advice to increase or decrease nutrients in the diet; to change the timing, size or composition of meals; to modify food textures; and, in extreme instances, to

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⁸ Reference note 7 and also see <http://www.aafp.org>, the website of the American Academy of Family Physicians.

⁹ Definition adapted from the Guidelines and Standards of the American Society of Parenteral and Enteral Nutrition, A.S.P.E.N. Board of Directors, 1995

¹⁰ If the AAA contracts for or provides case management services for recipients of non-Medicaid services, the case management provider is responsible for comprehensive client assessment and reassessment, including the administration of the NSI-D Checklist. The case management provider is responsible for arranging for and/or coordinating nutrition services, including obtaining additional nutrition screening, with the nutrition service provider.

¹¹ "Nutrition Screening, Triage, and Assessment." Paula Davis McCallum, MS, RD, LDN, In "Nutrition in Cancer Treatment." Eureka, CA: Nutrition Dimension, Inc., 2003.

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change the route of administration – from oral to feeding tube to intravenous. The AAA or provider shall develop protocols to determine those participants with special needs who would benefit from individual counseling and assure that such counseling is made available by qualified professionals. Please note that individual counseling may not be indicated, regardless of the level of nutritional risk if the person would not benefit from the counseling due to cognitive impairments or otherwise could not participate the development of a nutrition care plan, or it is the documented opinion of a social service or health care professional that the person would not comply with a nutrition care plan. See note 7 for resources.

(o) Alternative meals.

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(1) Picnic, holiday and weekend meals must meet at least 1/3 DRI/RDA requirements and provide nutrient levels according to the Georgia Program Targets for adults aged 55 and over (see Appendix 304-F); meet temperature requirements for hot and cold foods; and must be prepared in a commercial food service or on-site kitchen.

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(2) Shelf-stable, dehydrated chilled and frozen meals must meet at least 1/3 DRI/RDA requirements for nutritional value and provide nutrient levels according to the Georgia Program Targets for adults aged 55 and over (see Appendix 304-F); and applicable temperature standards. Package labeling must be legible and show the packaging date, list of food items in the pack, storage instructions, and instructions for preparation or safe thawing and re-heating, or reconstituting.

(o) Facility access and safety. All nutrition sites shall comply with the Americans with Disabilities Act requirements, relating to access, with any other relevant DAS standards or program requirements.¹²

¹² Facility requirements for senior centers which house congregate meal programs are found in Section 200, §206.

§304.4 Home Delivered Meal
Program Description and
Performance Requirements

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(a) Service objective. To promote better health for frail, older people, and eligible members of their households, through the provision of nutritious meals; nutrition screening, education and counseling services, if indicated, and collateral opportunities for social contact. Home delivered nutrition services shall be a part of a system of services which promotes independent living for the elderly and support for caregivers.¹³

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(b) Service outcomes. At a minimum to measure the degree of nutritional risk of program participants; to delay decline in health/nutritional status through nutrition screening and assessment; to reduce identified nutritional risk among consumers through the provision of nutritious meals education and counseling; and to reduce isolation/increase the sense of well being of consumers through collateral contacts with program staff/ volunteers.

(c) Service activities. Service activities include the provision of meals, and nutrition screening, nutrition assessment, education and counseling to clients and their caregivers in the home and appropriate referral to other services/resources.

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(d) Eligibility and priority for services. Eligible persons are those aged 60 and over, whose functional impairments¹⁴ prevent them from participating in a congregate meals program, or who provide care to a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. AAAs shall give priority to those in those in greatest social and economic need, in conjunction with nutrition risk status, as indicated by the NSI-DETERMINE Checklist Score and high functional impairment levels, as documented on the DON-R instrument. Persons with NSI-D Checklist. Scores of 6 or higher are considered to be at high nutritional risk and are to be given priority for services, relative to comparative scores of other applicants. Providers may offer a meal to the spouse/caregivers of a homebound eligible person if the provision of the collateral meal supports maintaining the person at home.

¹³ Home delivered meals may be provided as a supplemental service through the Title III-E National Family Caregiver Support Program.

¹⁴ Functional impairment status and need for assistance are determined by the AAA at the time of intake and screening through the use of the Determination of Need-Revised (DON-R) instrument, and subsequently at the time of initial assessment and annual reassessment. Impairments in the eating and meal preparation items of the DON-R are particular indicators that a person may be at nutritional risk. However, staff shall consider the complete DON-R assessment and NSI-D Checklist in determining nutritional risk.

Providers also may offer meals to the non-elderly, disabled individuals, who reside in the households of elderly (age 60+) persons and are dependent on them for care.

- (e) Schedule of meal service. The service provider shall provide home delivered meals, at a minimum, in accordance with the Older Americans Act, § 336, Subpart 2, concerning Program Authorization. Providers shall make meals available at least once a day, five days or more a week, with arrangements for the provision of meals to participants during weather-related or other states of emergency.
- (f) Participant records. The service provider agency shall maintain files in a form and format approved/accepted by DAS, including information which, at a minimum, identifies regular participants and documents individuals' eligibility for the program. All providers shall maintain any other additional individual participant information as specified by DAS service program policies and procedures. Files of participants served through the DAS contract are confidential and are the property of the Department of the Human Resources. Files are subject to review and monitoring by the AAA, DAS, the Department and federal funding agencies.
- (g) Conditions for referral to other services. When appropriate, service providers shall work with the Area Agency (or case management agency, if available¹⁵) to refer participants to other service resources which may be appropriate to assist them with remaining independent and safe in their home, and/or to assist care givers with maintaining their own health and well- being.
- (h) Meal delivery. Providers shall develop and implement procedures for assuring safe meal delivery in accordance with applicable DHR Food Service and Food Safety rules and DAS requirements for holding times.
- (i) Meal packaging. Providers shall use supplies and carriers which allow for packaging and transporting hot foods separately from cold foods.
 - (1) Providers shall use meal carriers of appropriate design, construction and materials to transport trays or containers of potentially hazardous food, and other hot or cold foods. Carriers shall be

¹⁵ See note 16. Case management agencies, when available, oversee the coordination and provision of all services for non-Medicaid service participants.

enclosed to protect food from contamination, crushing or spillage, and be equipped with insulation and/or supplemental sources of heat and/or cooling as is necessary to maintain safe temperatures.

- (2) Providers shall clean and sanitize meal carriers daily or use carriers with inner liners which can be sanitized.
- (3) Meal packaging, condiments and utensils must meet the following criteria:
 - (A) be sealed to prevent moisture loss or spillage to the outside of the container;
 - (B) be designed with compartments to separate food items for maximum visual appeal and minimize leakage between compartments;
 - (C) be easy for the participant to open or use. Providers must make every effort to provide assistive devices or modified utensils to persons who needed them, to assure maximum consumption and benefit from the meals.
- (j) Frozen, dehydrated, chilled or shelf-stable meals. These meals shall be prepared and served in accordance with DAS requirements and may be used only if the following criteria can be met:¹⁶
 - (1) The provider and the participant or caregiver can assure sanitary and safe conditions for storage, thawing (if applicable), and reheating, or reconstituting.
 - (2) The participant can safely handle the meal, or when the participant is frail, cognitively impaired or otherwise disabled, s/he has someone available to assist with food preparation, meal handling, and eating, if necessary.
- (k) Monitoring by service provider. Each provider shall monitor meal and document daily that temperatures of hot meals received from vendors are within acceptable ranges upon delivery to the

¹⁶ If the AAA contracts for or provides case management services to HCBS participants, the case management provider is responsible for assessing the ability of the home delivered meal recipient to store and prepare alternative meal types, as well as to determine whether the available meal is appropriate to meet the participant's health and dietary needs. See Appendix 304-D for documentation content.

site. Providers will monitor no less than twice per month and document the temperature of the last meal delivered on a given delivery route to assure that holding times, safe temperatures and quality of meals are maintained. Providers shall select routes randomly for monitoring.

- (l) Nutrition outreach. Providers shall conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Providers shall refer potential participants to the Area Agency for intake and screening, when appropriate, according to procedures developed by the AAA.
- (m) Nutrition education. The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.¹⁷ Each provider shall provide nutrition education services to recipients of home delivered meals and/or their caregivers at least once per month.
- (1) Providers shall develop written nutrition education programming, outlining activities to be performed; identifying materials to be sent to the homes of program participants and/or their caregivers. If the AAA/provider employs or contracts with a Registered Dietician, individual sites may use a single education curriculum developed or approved by the staff RD.
- (2) Nutrition education content shall address the nutritional needs of home-bound elderly and be developed, approved or distributed by a qualified dietician, county extension agent, home economist, or other qualified source. Educational content also may include advice on maintaining adequate personal nutritional status to caregivers of frail elderly.
- (3) Providers shall make available print materials which are in sufficiently large (14 point or larger), clear and commonly used type faces, such as **Arial** and **Verdana** or **Georgia** and **Times New Roman**, to be easily read, and in language which is appropriate for the educational levels and cultural backgrounds of the participants.

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¹⁷ Reference note 5.

- (4) Each nutrition service provider shall maintain written documentation of educational materials provided, monthly distribution lists to verify that the requirements are met. Providers also shall document telephone and/or home visit contacts.

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- (n) Nutrition screening. Nutrition screening is the process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.¹⁸ Nutrition screening begins at the AAA with the administration of the NSI-D checklist as part of the intake and screening process. The home delivered meals provider shall administer the NSI-D checklist¹⁹, at six months following the beginning of services and annually thereafter, or more frequently if indicated by a change in the participant's condition or situation. The AAA and provider(s) jointly shall develop protocols to assure that applicants/recipients whose NSI-D score is 6 or higher receive or are referred for a Level One Screening (or higher) and nutritional assessment; receive individual nutrition counseling, if indicated; are referred to his/her primary health care provider for follow-up; or are referred for any other assistance or services needed. (Also see note 7 for NSI interventions reference materials.)

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- (o) Nutrition Assessment. An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measurable goals.²⁰ Area Agencies and nutrition service providers are to work collaboratively to identify or develop resources for the provision of nutrition assessments for persons at high nutrition risk. Registered dietitians and/or other qualified professionals may conduct nutrition assessments.

Nutrition counseling. The AAA and home delivered meals provider(s) jointly shall develop protocols to determine which program participants would benefit from individual counseling and assure that such counseling is made available by qualified professionals. (Also see note 7 for NSI interventions resources.)

¹⁸ See citation at note 9.

¹⁹ See notes 10, 15 and 16 regarding the provision of case management services. Case management staff may administer the NSI-D checklist and make necessary and appropriate referrals for additional nutrition interventions, coordinating such activities with the provider.

²⁰ See citation at note 11.

§304.5 Requirements
for Meals.

- (a) Each meal shall comply with provisions in the Older Americans Act, Title III, Subpart 3 § 339, concerning compliance with Dietary Guidelines for Americans.
- (b) Nutrient content. Nutrient content of meals is determined by the application of the Dietary Reference Intake (DRI) Guidelines and the Dietary Guidelines for Americans, including the Food Guide Pyramid.²¹ Within the DRIs are the Recommended Dietary Allowances (RDAs) and Adequate Intake (AI) levels. The nutrient content of meals shall provide a minimum of 1/3 of the RDA/AI and shall not exceed the Tolerable Upper Intake Levels (ULs) for targeted nutrients on average over the week. If RDA/AI differ for men and women, the higher value of the two will be used. See Appendix 304-E, "Nutrient Values for Meal Planning and Evaluation," and Appendix 304-F, "Georgia Nutrition Program Nutrient Targets for Meals."
- (c) Menu approval. A qualified dietician shall certify menus in each cycle as meeting the dietary guidelines and providing recommended dietary allowances. The AAA shall submit copies of certified menus and nutritional analyses to the Division of Aging Services on a quarterly basis.
 - (1) The provider shall request and document approvals by the AAA to substitutions or other menu revisions.
 - (2) The AAA shall assure that the services of registered dietician are available for menu review and certification. This dietician shall not be employed by the commercial food vendor which provides meals for the planning and service area, if the provider subcontracts meal preparation.
 - (3) The certified menus are subject to the audit process and are to be retained for a minimum of six years, according to state record retention requirements.²²
- (d) Nutrient analysis. The provider shall obtain and maintain documentation of nutrient analysis for each meal per menu cycle. If the AAA allows the use of alternative protein sources, the procurement documents must clearly state how

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²¹ Established by the U.S Department of Agriculture and the U.S. Department of Health and Human Services.

²² The AAA may elect to maintain certified menus at that level for a lesser period of time, as long as the nutrition service provider complies with record retention requirements.

frequently alternative protein may be used on a monthly basis and to what degree.

revised 12/2004

- (e) Meal patterns. Providers may plan menus using the meal pattern(s) established by DAS, but must assure that individual meals provide at least 1/3 of the DRIs/RDAs/AIs, per Appendix 304-E and Georgia Nutrition Program Nutrient Targets in Appendix 304-F. Following is the revised, updated standard meal pattern.

Table 304-2 Standard Meal Pattern Requirements – Basic Meal Components

<i>Food Group</i>	<i>Servings per Meal</i>	<i>Dietary Guidelines Servings per Day</i>
Bread or Bread Alternate	2 servings (1 cup pasta or rice); 2 slices of bread (1 ounce each) or equivalent combinations	6-9 servings daily. Include several servings of whole grain (high fiber) food
Vegetables	2 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of a fruit.)	3-4 servings daily. Include dark green, leafy, or orange vegetables; cooked dry peas and beans.
Fruits	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable.)	2-3 servings daily. Include deeply colored fruits, such as orange fruits
Milk or Milk Alternates	1 serving: 1 cup (8 ounces) or equivalent measure	3 servings daily; select low fat products.
Meat or Meat Alternates	1 serving: 3 ounces or equivalent measure	2 servings daily, total of 6 ounces
Fats	1 serving: 1 teaspoon or equivalent measure	Select foods lower in fat, saturated fat and cholesterol. Limit total fat to 30% and saturated fat to 10% of calories.
Dessert	Varies.	Select foods high in whole grains, low in fat and sugars.
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, according to seasonal preferences.	

- (1) Providers/vendors shall use standardized recipes which yield all requirements of the meal pattern.
- (2) Food items chosen for each meal must vary daily, and must vary within the category of food.

- (f) Menu cycles. Providers shall develop twenty to twenty-eight day menu cycles, which can be repeated quarterly. Menus for therapeutic/modified meals may be prepared on a six-month cycle (three or four-month cycle optional), in accordance with the Georgia Dietetic Association Manual.
- (g) Modified diets. Modified and/or therapeutic medical diets *may* be provided and may deviate from the standard menu pattern as required by the participant's special needs and medical condition, providing
 - (1) The nutrition service provider obtains a physician's prescription for each participant needing a special meal and maintains documentation of specific guidance on meal modification,
 - (2) Appropriate foods and staff with the skills necessary to prepare modified/therapeutic meals are available in the planning and service area.
- (h) Menu monitoring. Each nutrition service provider shall retain on file each menu with meals as served, for monitoring purposes. If providing services at multiple sites, each site must have a copy of the menus with meals as served.

§304.6 Administrative Responsibilities of Nutrition Service Providers

- (a) Compliance with the Older Americans Act. All providers shall comply with all provisions for nutrition services contained in the Older Americans Act, as amended.²³
- (b) Nutrition outreach. Each provider of nutrition services shall conduct outreach activities and document outreach strategies and contacts.
- (c) Compliance with other laws and regulations. Each provider agency shall use procedures that comply with all applicable state and local fire, health, sanitation, and safety laws and regulations. All food preparation, handling and serving activities shall comply with applicable requirements as found at § 290-5-14 of the Administrative Rules and Regulations of the State of Georgia.²⁴

²³ Title III, Part A, Section 307(a)(8), (a)(16); Part A, Section 311; Part A, Section 315; Part C, Subpart 1, Section 331, Subpart 2, Sections 336 and 337; Subpart 3, Section 339.

²⁴ Complete State Food Service Rules and Regulations may be found at <http://www.ph.dhr.state.ga.us/publications/foodservice/iii.shtml> or may be obtained from county health departments.

- (d) Food production. Nutrition service providers shall assure that food production is planned and managed using standardized recipes adjusted to yield the desired number of servings, and to provide for consistency in quality and documented nutrient content of food prepared.
- (e) Food borne illness complaints. The provider shall promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food supplied through the nutrition service program. Providers shall report such complaints to the contracting Area Agency on Aging, within two business days of the occurrence of and/or receipt of a complaint regarding a food borne illness.
- (f) Weather-related emergencies, fires, and other disasters.
 - (1) The provider agency shall make facilities, equipment, and services available to the fullest extent possible in emergencies and disasters, according to the AAA regional emergency/disaster plan.
 - (2) The provider agency shall develop and implement written procedures to provide for the availability of food to participants in anticipation of and during emergencies and disasters, including contingency planning for delivery vehicle breakdowns, inclement weather, shortages in deliveries, food contamination, spoilage, etc.
- (g) Management and oversight of the nutrition program. The service provider agency shall identify an individual who is responsible for the overall management of nutrition services and compliance with performance requirements, standards and procedures. This person, and any other employee(s) responsible for food service management, shall complete appropriate coursework in food protection, hazard avoidance and contamination control procedures,²⁵ and maintain any related certification according to the certifying entity's schedule, through continuing education or other professional development.

²⁵ AAAs and providers are referred to the ServSafe ® training program offered by the County Cooperative Extension Service, or to area technical schools and adult education programs for similar training courses in food safety and related topics.

- (h) Staff orientation and training²⁶. The service provider shall assure that orientation and ongoing training for administrative and direct service staff and volunteers shall be adequate to provide for safe, appropriate, and efficient services to the elderly, and compliance with all applicable requirements and procedures. Providers shall document and maintain records of all content and dates of orientation and training for monitoring purposes.
- (i) Health inspections. It is the responsibility of the nutrition service provider to obtain required health inspections and certificates from the appropriate local health authorities, and post the annual certificates in each
- (j) Recordkeeping and reporting. Nutrition service providers shall comply with all record keeping and reporting and retention requirements as prescribed by the Division. Documentation requirements specific to food service include, but are not limited to, maintenance of :
- (1) Daily records documenting persons who receive meals, for both congregate and home delivered meals program, if applicable;
 - (2) Meal counts or reports, including meals eligible and ineligible for the Nutrition Service Incentive Program (NSIP);
 - (3) Perpetual and physical inventory records for all foods, if meals are prepared on site.
 - (4) Food cost records, if applicable.
 - (5) Documentation of daily temperature checks for congregate meals and bi-weekly checks for home delivered meals.
 - (6) Documentation of daily meal reports.
 - (7) Documentation of participant feedback, and the method used to obtain feedback on a routine basis and the feedback obtained.
- (k) Contributions. Nutrition service providers shall comply with the Older Americans Act, as reauthorized, related to providing participants the opportunity to make voluntary contributions in support of the program, in a manner that protects their confidentiality.

²⁶ See Appendix 304-B for basic topics required for training. Providers may offer additional topics.

- (1) Providers shall assure that contributions shall be used only to support or expand the nutrition program, including:
 - (A) provision of additional outreach activities;
 - (B) provision of additional nutrition screening and assessment, education and counseling services;
 - (C) purchase of transportation services that will increase or enhance attendance at nutrition sites;
 - (D) expansion of meal service availability; or
 - (E) improvements in meal quality.
 - (2) The service provider may accept Electronic Benefits Transfers (EBT) if available, from eligible participants as a form of voluntary contribution.
 - (3) Providers shall assure that no participant is denied service due to an inability or unwillingness to make a voluntary contribution
 - (4) Providers shall assure that solicitations of voluntary contributions are non-coercive in nature.
- (l) Other program income and fees.
- (1) The provider agency shall recover, at a minimum, the full meal cost as determined by the Uniform Cost Methodology for those meals served to staff and guests under age 60. The provider shall account for payment for these meals on separate receipts from contributions and handle funds in the same manner as program income. The meal cost for purposes of cost recovery from staff and guests under age 60 shall be posted in a prominent location and updated on an annual basis. For the purpose of determining the amount to be recovered, the meal cost will be calculated only for central kitchen or food vendor costs. The total costs, including overhead/operating costs shall be posted as well.

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- (2) Providers shall not apply a cost share to meals paid for with Older Americans Act funds or with State Community Based Services funds.

- (m) Nutrition Services Incentive Program (NSIP)
The cash allotment made available by the United States Department of Agriculture (USDA) shall be used in accordance with the Older Americans Act and United States Department of Agriculture policy and procedures. Meals provided through the NSIP must meet all requirements of the former USDA cash reimbursement program and must be served to eligible participants. Meals eligible for NSIP funding are those which:

- (1) Meet at least one-third of the Recommended Dietary Allowances (RDA), Dietary Reference Intakes for each meal served;²⁷
- (2) are served to eligible individuals [see §304.3(d) and §304.4(d);]
- (3) are served by a nutrition service provider who is under the jurisdiction, control, management and audit authority of the State Unit on Aging, or the Area Agency on Aging.

§304.7 Area Agency on Aging Responsibilities for the Nutrition Services Program

- (a) Policies and procedures. The AAA shall develop and implement any necessary additional policies and procedures for the following:
 - (1) compliance with the Older Americans Act, as reauthorized, with regard to the elderly nutrition program.
 - (2) program evaluation activities, including conducting periodic evaluations of assessment, reassessment and nutrition risk information for congregate and home delivered meals participants to assure that those persons in greatest need are being served and desired outcomes are achieved;
 - (3) verification that all providers comply with the Older Americans Act, as reauthorized,

²⁷ Exception: Meals which are modified in nutrient content for medical reasons and which are prescribed by a physician.

concerning use of NSIP funding; that only eligible meals are funded through NSIP; and that cash will be used to purchase only meals prepared from food grown or commodities produced in the United States.

- (4) the election to allow providers to provide meals to volunteers, guests and staff.
 - (A) Nutrition services staff guests and volunteers age 60 and over are considered to be eligible older persons for purposes of receiving meals and shall be given the same opportunity to make voluntary contributions as any other participant.
 - (B) Staff, guests, and volunteers under age 60 (except for spouses of eligible participants) may consume a meal only when it will not deprive an eligible older person of the opportunity to receive a meal. These individuals shall pay the full cost of any meals received.

- (b) Compliance requirements. AAAs are responsible for:
 - (1) assuring that all meals served meet requirements as specified in §304.5;
 - (2) establishing procedures for consistent AAA management of waiting lists and communications with nutrition providers regarding referrals to and openings in the program.
 - (3) assuring that service provider staff have made appropriate arrangements for providing meals in emergency situations or natural disasters, with emphasis on plans for providing services during periods of inclement weather, particularly to people residing in geographically remote areas.

- (c) Staffing for nutrition program contract management duties. The AAA shall designate one or more staff to manage the nutrition service contracts or obtain the services of consultants to coordinate with staff for the management of nutrition services contracts. The minimum qualification for staff or consultants shall be:
- (1) satisfactory completion of a DAS-approved course in food safety, food protection, or equivalent (see note 25); and/or
 - (2) Licensure through the state of Georgia as a registered dietician.
- (d) Compliance Monitoring.
- (1) The AAA shall monitor each nutrition service provider and individual provider site at least once annually within the first six months of the contract year, placing additional emphasis on monitoring more often those sites which continue to demonstrate substantial non-compliance for the previous year, or new provider(s)/site(s).
 - (2) The AAA shall monitor each commercial food vendor kitchen or commissary on-site at least once annually. Follow-up during the contract period shall be made as desired or indicated.
- (e) Negotiation of contracts.
- (1) Using the Uniform Cost Methodology²⁸ and principles of performance based contracting to procure Congregate and Home Delivered Meals, AAAs shall assure that potential subcontractors establish a base meal cost. AAAs shall base reimbursement rates on actual cash costs, excluding estimates of volunteer time, and the value of contributed goods and services. The base meal cost shall be the basis for negotiation between the AAA and any respondents to requests for proposals.
 - (2) Costs of services other than the base meal rate must be accounted for in other service categories.

revised 2/2004

²⁸ Area Agencies may waive the use of the Uniform Cost Methodology by food vendors who already employ a per meal unit cost analysis with comparable cost centers.

- (3) The AAA has the authority to renegotiate reimbursement rates during the contract period, based on documentation from the provider which identifies additional costs and the rationale for including any additional costs as necessary and reasonable to the provision of meals.
- (f) Program Planning and Evaluation. The AAA shall use NSI-D Checklist data at a minimum, and any other relevant data, to identify and target nutrition services to the at-risk population. On an annual basis, the AAA shall analyze client and cost data, in addition to compliance monitoring results to identify necessary program improvements. The AAA shall involve the provider(s) in the evaluation process and provide written feedback regarding required corrective actions or program improvement initiatives.

§304.8 Registered Dietitians

- (a) The AAA is responsible for assuring compliance with the Older Americans Act, as reauthorized, which provides that the nutrition program be administered with the advice of dietitians or individuals with comparable expertise. The AAA may employ directly the dietitian(s) or contract for consultation services. Nutrition service providers may also employ or contract for dietitian services in fulfillment of this requirement.
- (b) Duties of the dietitian include, but are not limited to:
 - (1) Menu planning - the development (or oversight of the development of) regular four week cycle menus (four or six-month cycle for special diets) which will change quarterly with consideration of input from program participants and staff. The dietitian shall convene quarterly menu planning meetings with senior center managers, and on-site kitchen staff or commercial food vendor staff. The dietitian shall assure that the menus conform to the Division of Aging Services' meal patterns and nutrient content.
 - (3) Development of standardized recipes and nutritional analysis - The dietitian shall develop, select, and/or approve standardized recipes as needed/ appropriate and provide/obtain full nutritional analysis for all proposed menus.

revised 12/2004

- (3) Training - The dietician shall provide quarterly (or more frequently as needed) in-service training to on-site kitchen staff and senior center staff on such topics as food sanitation and safety; portion control; quality control; cost control; special nutritional needs of the elderly; planning low-cost nutritious meals for one or two people and other nutrition and health related topics.
- (4) Nutrition Education - The dietician shall develop and/or disseminate approved nutrition education materials to food service personnel (for use with kitchen staff) and to senior center managers (for use with congregate and home delivered meals program participants).
- (5) Technical Assistance - The Dietician shall provide technical assistance in the areas of food service management and nutrition program management to Area Agency staff, nutrition project personnel and food service personnel. The dietician will provide technical assistance to food vendors to offer flexibility and choices for program participants.
- (6) Nutrition Screening and Intervention – The dietician shall assist the Area Agency staff and implementation of the Nutrition Screening Initiative in the planning and service area, including assisting with developing protocols and mechanisms to provide access to Level I Screening (or higher) and assessments, or referrals to appropriate health care providers for individuals identified as being at high nutritional risk.
- (7) Nutrition Counseling — The dietician shall provide, oversee and/or develop resources for the provision of individualized nutrition counseling for persons identified as being at high nutrition risk, including developing protocols for targeting client groups and priorities for using available resources. The counseling shall include referral to other needed services and assistance and follow-up. The dietician shall coordinate service referrals with case managers, if present.

revised 12/2004

- (8) Program Monitoring, Planning and Evaluation — the dietician shall oversee or assist with program monitoring and evaluation; the analysis of programmatic data; oversee or assist in the development of bid specifications; and oversee or assist in developing the Area Plan with regard to meal service and nutrition program initiatives. RDs will coordinate with Wellness Program staff, Care Coordinators, and other Area Agency or provider staff in the implementation and promotion of Wellness Program activities.

revised 12/2004

- (9) Quality Assurance - It is the responsibility of the dietician:
- (1) to assure that the meals served in the OAA Nutrition Program meet the nutrition and dietary standards.
 - (2) to assure that the vendor/provider has used standardized recipes;
 - (3) to assure that the menu items used for nutrient analysis and menu items provided to consumers are the same;
 - (4) to assure that program participants have had an opportunity to provide input in the development of menus.

§304.9 Transfers of Program Funding

AAAs may transfer up to 40% of the funding between the congregate and home delivered meals program, and an additional 30% between the nutrition services program and supportive services, with approval from the Division, to assure that the Division does not exceed the transfer percentages in the aggregate. AAAs shall provide in the Area Plan/Update a description of the amounts to be transferred, the purpose, the need, and the impact on the provision of services from which funding will be transferred. AAAs may request waivers to transfer a larger percentage, with justification, and DAS may approve excess transfers, conditional on not exceeding the maximum percentage statewide.

§304.10 Provider Quality Assurance and Program Evaluation

- (a) AAAs shall assure that each nutrition program provider organization develops and implements an annual plan to evaluate and improve the effectiveness of program operations and services

to ensure continuous improvement in service delivery.

- (b) The evaluation process shall include:
- (1) a review of the existing program.
 - (2) satisfaction survey results from consumers, staff, and program volunteers.
 - (3) program modifications made that responded to changing needs or interests of consumers, staff or volunteers.
 - (4) proposed program and administrative improvements.
- (c) Each provider with an individual contract shall prepare and submit to the AAA annually a written report which summarizes the evaluation findings, improvement goals, and implementation plan for each site. The provider shall submit the report no later than the end of the first quarter of the new fiscal year (September 30.)
- (d) Providers which also operate senior centers shall incorporate the evaluation of the nutrition program into the annual senior center program evaluation.

revised
8/2002

§304.11 Fiscal Management

Contractors providing nutrition services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

§304.12 Laws and Codes

Each nutrition service program site shall be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety; sanitation; insurance coverage; and wage and hour requirements.

§304.13 Clients' Rights and Responsibilities and Complaint Resolution

revised 12/2004

Nutrition Service Providers, including Area Agencies on Aging, if applicable, shall assure that consumers, or their caregivers/ representatives, receive written notice of their rights and responsibilities upon admission to the program, according to Chapter 202, *General Service Requirements*. For ongoing consumers, the information may be provided at the next re-assessment.

Appendix 304-A
Making a Sanitizing Solution

SANITATION OF FOOD PREPARATION WORK AREAS AND EQUIPMENT

A number of factors influence the effectiveness of any chemical sanitizer. They are:

Contact

In order to lower the number of microorganisms to an acceptable level, the sanitizing solution must make contact with the surface or the utensil for the amount of time required by the state or local regulatory authority.

Selectivity

All sanitizers may not reduce the number of certain microorganisms to an acceptable level.

Concentration

The concentration of the sanitizing solution is a critical factor. In the case of chlorine bleach, the 1997 FDA Model Food Code recommends a concentration of 25-100 ppm (parts per million) depending on the job to be done, the temperature of the water and the pH of the solution. Concentrations higher than necessary can create a safety hazard, cause taste and odor problems, corrode metals and other materials and leave residues. The effectiveness of a chlorine bleach sanitizing solution diminishes with use. Therefore it is necessary to test the sanitizing solution using test strips. These are readily available from foodservice supply houses.

Temperature

Chlorine sanitizing solutions should be at a minimum temperature of 75°F. They are less effective at lower temperatures. At temperatures higher than 120°F chlorine may evaporate from the solution and corrode certain metals. In general all sanitizers work best at temperatures between 75° and 120°F.

To Sanitize Work surfaces

- After each use, especially after working with raw meat, fish or poultry, thoroughly wash with hot water and soap/detergent and rinse with warm water.
- Use a sanitizing solution of 1 teaspoon of liquid chlorine bleach to one gallon of warm water (at least 75°F) (200 ppm solution) with clean wiping cloth. (Note: solution should be changed often). Wiping cloths should be kept in the sanitizing solution. (Also, see note below)
- Air dry.

To Sanitize Dishes, Glassware, Utensils, Pots and Pans

- Wash thoroughly in warm water and soap/detergent.
- Rinse thoroughly in warm water.
- Soap/detergent residue and organic matter (food/soil) even in small amounts reduces the effectiveness of the sanitizing solution.
- Immerse in a solution of one teaspoon of liquid chlorine bleach to one gallon of water for at least one minute (60 seconds).
- Air dry.

To Sanitize Dishtowels, Dishcloths and Wiping Towels

In the sink

- Fill sink with warm water and appropriate amount of laundry detergent.
- Add one teaspoon of liquid chlorine bleach for each gallon of water.
- Swish around.
- Rinse in warm water
- Air dry.

In the washing machine

- Wash in washing machine with laundry detergent/soap and one cup of liquid chlorine bleach.
- Always thoroughly mix with water as directed before using.
- Do not allow undiluted liquid chlorine bleach to come in contact with any fabric (If it does, rinse out immediately with clear, cold water)
- Do not use on steel, aluminum, silver or chipped enamel.

In addition to cleaning and sanitizing work surfaces, equipment and utensils, also note the areas of the facility that may have been overlooked for cleaning, e.g., walls, ceiling, light fixtures, floors, floor drains and shelves.

Note: Solution proportions are based on the concentration of chlorine in bleach-

- 2%: Use 2 teaspoons of bleach to 1 quart of water or
Use 2 tablespoons of bleach to 1 gallon of water
- 4% Use 1 teaspoon of bleach to 1 quart of water, or
Use 1 tablespoon of bleach to 1 gallon of water
- 6% Use 1/2 teaspoon of bleach to 1 quart of water, or
Use 2 teaspoons of bleach to 1 gallon of water

Sources: The University of Georgia Cooperative Extension Service, University of Rhode Island Cooperative Extension Service and FoodServiceSearch.Com,
http://www.foodservicesearch.com/food_safety

Appendix 304-B

Basic Training Topics for Nutrition Program Staff

Training Topics

The following topics at a minimum are to be covered in initial training and orientation for all program staff and volunteers involved in the serving of meals, prior to their assuming their job responsibilities:

- Agency orientation
- Food safety and sanitation
- DAS meal temperature standards
- Policies on voluntary contributions and fees for service
- Portion control
- Emergency management procedures
- Handling client emergencies (health/medical)
- Policies on client confidentiality
- Policies on non-discrimination and Americans with Disabilities Act requirements
- Meal packaging (for home delivered meals only)

Additional training content to be covered during the first quarter of employment includes, but is not limited to:

- Basic nutrition for older adults
- Food service management (for congregate meals staff)
- Training participants on food safety, good nutrition and health conditions
- Coordination with the Area Agency on Information, Referral and Assistance services
- Reporting and record maintenance
- Food service evaluation and procedures for communicating with food vendors
- Participant Assessment (if applicable)
- Coordination with AAA on waiting list administration

Appendix 304-C
Sources of Meal Pattern Foods
and
Portion Control Guides

Meats and Meat Alternates

As a group, meat and meat alternates provide protein, iron, B vitamins (thiamine, riboflavin, and niacin) among other nutrients.

For each meal, a 3-ounce edible portion of lean meat, poultry, fish, eggs, or meat alternate (dried beans, peas or other legumes; nuts and nut butters; or cheese) must be served.

Nuts and seeds may be used to meet no more than one-half of the meat/meat alternate requirement, and must be appropriately combined with other meats/meat alternates to fulfill the requirement.

- ▶ Cooked dried beans, peas or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
- ▶ Meats or alternate foods may be served alone or combined with other foods in casseroles, loaves, patties, soups, salads and sandwiches.
- ▶ Cured meat products, such as ham, sausages, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than three or four times during the menu cycle. Bacon is not considered a meat alternate, since it provides primarily fat and sodium, and few other nutrients.
- ▶ Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the fluid intake of program participants. The recommended ratio of protein product to meat is 20 : 80.

Portion Control Guide – Meats and Meat Alternates	
Food Item	Required Portion Size = 3 ounces = 1 M/MA
Cottage Cheese 2 ounces by weight = ¼ cup = 1 M/MA	6 ounces by weight = ¾ cup
Chicken	1 drumstick and 1 thigh or ½ breast to equal 3 ounces
Chili, soups	Must serve at least 1½ cups containing 3 ounces of meat or meat alternate to provide one meal's protein requirement
Dried beans and peas, cooked	1½ cups
Eggs One egg = 1 ounce	3 eggs
Lasagna, Macaroni and Cheese, Beef or other Meat Stew, Meat Casseroles	1½ cups
Meat Loaf 1 slice 2"x4"x2" = 4 ounces	4 ounces (yield from a 20"x12"x2" pan = 33 servings)
Pizza 3¼" x 7" = 3 ounces M/MA	10 servings per 18"x26" pan 5+ servings from 12"x20" pan
Roast Meats	3 ounces
Sandwiches	
Sliced meats/cheese	3 ounces
Salad type fillings	3 ounces = ¾ cup filling
Spaghetti sauces with ground beef	1 cup
Tofu	4 ounces

Meat/Meat Alternates, continued

Prepared Fish Products

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

Additional Information on Specific Products

Canned Soups

Most canned soups do not contain enough meat to make a substantial contribution to the meat requirement.

For example: Bean soup or Pea Soup

A 1 cup serving of soup contains ½ cup beans or peas. This is equivalent to 1 ounce of M/MA. It would take 3 cups to provide the required 3 ounces of M/MA.

An 8 ounce serving (1 cup) would provide 1 cup M/MA. The remaining 2 ounces required for a meal could be provided in a sandwich or other entrée item.

Hot Dogs/Frankfurters

Red meat (beef, pork, etc.) and poultry (turkey, chicken) hotdogs that do not contain meat by-products, cereals, binders, or extenders:

1 ounce of product provides 1 ounce of cooked lean meat

Look for products labeled "All Meat," "All Beef," "All Pork," etc.

If a single hotdog equals 2 ounces, it will take one and a half hot dogs to equal a 3-ounce portion

Hotdogs containing meat by products, cereals, binders, or extenders are not acceptable on an ounce-for-ounce basis. Product labeling will indicate the presence of any such ingredients.

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

Luncheon Meat

Luncheon meat is a smoked, cooked sausage. Those that do not contain meat by-products, cereals, binders or extenders are exchangeable on an ounce-per-ounce basis (1 ounce of product provides 1 ounce of cooked lean meat.)

Look for products labeled "All Meat."

Read the label to determine portion size; often servings are less than 3 ounces

The contribution of lunch meats that do contain meat by-products, cereals, binders, or extenders cannot always be determined on the basis of the label information. Unless you can get a signed written statement from the manufacturer certifying the amount of cooked, lean meat in the finished product, it is wiser not to use the products at all.

Note: Federal law requires that binders, extenders, etc. be listed on product labels in descending order of the percentage of content (from highest to lowest.)

Cheese Foods and Cheese Spreads

Cheese foods and spreads such as Velveeta™ and Cheese Whiz™ may be served as meat alternates, but twice as much is required because these products contain less protein and more moisture than natural and processed cheeses.

A 2 ounce serving of cheese food or spread is equivalent to only 1 ounce of M/MA. Six ounces of cheese food/spread is required to equal a 3 ounce portion.

Note: All of these food products contain significant amounts of sodium and fat and their use should be limited.

Fruits and Vegetables

Fruits and vegetables are the primary sources of vitamins A, C and folacin in the diet.

They also are good sources of such minerals as iron, zinc, magnesium, and are good sources of fiber. They are low in fat and should be included in the diet as often as possible. The nutrition program should encourage participants to "Take Five a Day," meaning to eat five servings in total of fruits and vegetables daily. Individually, three to five servings of vegetable and two to four servings of fruit are recommended according to the Food Guide Pyramid. Meals served through the nutrition program should be planned to help people to the greatest extent possible achieve that goal. To meet program requirements, each meal served must contain two or more different vegetables and/or fruits. Plan to serve foods rich in Vitamin A at least three times per week, and foods rich in Vitamin C daily.

Fruits and vegetables may be served cooked, or raw, if properly washed, and may be served alone or in combinations. A serving is ½ cup or a single piece. If serving raw vegetables as a relish tray, each serving must be at least ¼ cup, and additional food items must be provided to fulfill the entire 1 cup requirement.

One-fourth cup, drained weight, minimum of fruits or vegetables must be provided per serving in any soup, stew, casserole, gelatin or other combination dish, if it is identified as a "Fruit/Vegetable" serving. The total meal must provide 1 cup in total of fruit/vegetables from at least two sources.

When juices are served they must be 100 percent fruit or vegetable juice. Fruit drinks, nectars, or cocktails containing less than 50 percent juice may not count toward this requirement.

Juices may be served daily. However, due to a generally low fiber content, they may not be considered a part of the fruit/vegetable requirement more than once a week.

When purchasing frozen and canned fruits, choose those without added sugar or syrup, preferably canned in fruit juice or water.

Macaroni, rice, noodles, and spaghetti are not vegetables and do not contribute toward the vegetable component. (See bread/grain requirement.)

Salad bars may be provided as one of the two servings of fruits and/or vegetables for any meal. Foods rich in Vitamins A and C must be offered in salad bars, when offered.

Pasta and Macaroni salads rarely contain sufficient vegetables to meet the requirement of a ½ cup serving. When serving these salads, include sufficient fruits and/or vegetables in the meal to provide a total of 1 cup. The macaroni may be considered the bread for the meal if ½ cup of the salad is served. (The total salad serving would be larger than ½ cup.)

Main dish salads, such as Chef of Taco salad, can meet the full requirement providing that it provides a 3-ounce portion of meat/meat alternate, and at least one cup of vegetables, with more than two types of vegetable included. For example, a salad composed only of Iceberg lettuce would not meet program standards, but one containing cabbage, romaine, spinach and Iceberg, plus other vegetables (tomato, green pepper, onion, cucumber, etc.), as well as the meat/meat alternative would.

Fruits and Vegetables	Portion – Total 1 cup minimum from two or more items
Canned or frozen fruits or vegetables	¼ cup = #16 scoop ½ cup = #8 scoop
Fresh fruit	½ cup = 1 medium piece
Juice, full strength	½ cup (4 ounces) served in a 5 or 6 ounce cup
Soups - canned, vegetable types pea soup	1 cup reconstituted or ready-to-serve = ¼ cup serving of vegetable 1 cup = ½ cup vegetable
Tomato, Sauce Paste Pureé	½ cup = ½ cup vegetable 2 Tablespoons = ½ cup vegetable 4 Tablespoons = ½ cup vegetable

Fruits and Vegetables, continued

Sources of Vitamin A: A ½ cup serving of the following will provide:

500+ micrograms > 1/3 RDA	200 -500 micrograms = 1/3 RDA	100 - 200 micrograms < 1/3 RDA
Carrots	Mango	Apricots, dried, canned
Chard, Swiss (cooked)	Cantaloupe	Cranberries
Collards (cooked)	Papaya (half)	Nectarines
Pumpkin	Beet Greens	Peaches
Spinach (cooked)	Bok Choy (cooked)	Persimmons
Squashes, Winter varieties	Kale	Asparagus
Sweet potato	Mustard Greens	Broccoli
Mixed vegetables	Parsley	Bok Choy (fresh)
	Peas and Carrots	Chard, Swiss (fresh)
	Peppers, Sweet, red	Mustard Greens (fresh)
	Spinach (fresh)	Tomatoes
	Turnip Greens	Vegetable Juice Cocktail

RDA for Vitamin A—
Women – 800 micrograms
Men – 1,000 micrograms

Sources of Vitamin C: A ½ cup serving of the following foods will provide (1/3 RDA = 20 milligrams)

50 mg. +	30 - 50 mg.	15 - 30 mg
Broccoli	Cauliflower	Asparagus
Brussels Sprouts	Collards	Cabbage
Chili Peppers, red and green	Cranberries	Cantaloupe
Grapefruit	Grapefruit juice	Honeydew melon
Guava	Kale	Mandarin Orange
Oranges, orange juice	Mangoes	Okra
Papayas	Mustard Greens	Pineapple juice
Parsley	Raspberries	Potatoes
Kiwi fruit	Strawberries	Tangerines, juice
		Rutabagas
		Sauerkraut
		Spinach
		Sweet Potatoes
		Tangelos
		Tomatoes, juice, paste, puree
		Turnip roots and greens

RDA for Vitamin C—
60 mg/day for men and women

Breads, Cereals, Rice and Pasta Group

Whole Grain/Enriched Bread Requirement

Enriched or whole grain bread and cereals are sources of B vitamins, minerals (especially iron), protein and calories. Whole grain products supply additional vitamins and minerals, as well as dietary fiber and a variety of tastes and textures.

Breads or alternates must be whole grain or enriched or made from whole grain or enriched meals and/or flours, as the primary ingredient(s) by weight, as specified by labeling or recipe.

The bread or bread alternate must serve the customary function of bread in a meal. This means that for lunch the bread/product must be served as an accompaniment to, or a recognizable part of the main dish, not merely as an ingredient.

One serving of whole grains or enriched bread or an alternate is required. One serving is one slice of bread, or one biscuit, muffin, roll, or square of cornbread.

- ▶ Bread alternatives include enriched or whole grain cereals such as spaghetti, macaroni, dumplings, pancakes and waffles. Rice, crackers and tortillas also are included.

- ▶ Breads containing fruits and vegetables, such as banana and pumpkin, are considered desserts due to their calorie and nutrient composition.

- ▶ To provide additional variety, certain vegetables and fruits high in complex carbohydrates may occasionally be served as bread alternates. A four-ounce serving of the following may be used: white potatoes, sweet potatoes, yams, plantains, corn, pumpkin, squash, dried beans, peas or lentils (4 ounces = $\frac{1}{2}$ to $\frac{3}{4}$ cup.) When used as the bread alternates, these foods may not be considered as part of the fruit and vegetable requirement.

- ▶ When serving breakfast meals, include muffins made from low fat recipes, bagels or English muffins instead of sweet rolls, coffee cakes or doughnuts (which are higher in fat and calories,) whenever possible.

Bread and Bread Products

Include:

- Whole grain or enriched breads
- Whole grain or enriched cereals
- Chow Mein Noodles
- Corn tortillas and corn products made with whole grain or enriched corn meal
- Egg roll or Won Ton wrappers
- Graham crackers
- Grains, such as bulgur, oats, wheat, farina, corn meal, millet, rice, etc.
- Grits - enriched corn grits or hominy grits
- Macaroni and macaroni products — enriched lasagna, elbow macaroni, and spaghetti
- Noodles and noodle products (enriched)
- Popovers
- Pretzels — soft only
- Rice cakes
- Stuffings/dressings (made with enriched breads)
- Taco shells

The following may be used on an limited basis due to fat content:

- Coffee cakes
- Doughnuts
- Granola cereal
- Pie crust for main dishes
- Puff pastry for main dishes
- Sweet rolls and buns

The following may not be used to meet the bread requirement

- Commercial bread stuffing made from unenriched bread products
- Cakes
- Chips (taco, potato, corn, etc.)
- Unenriched corn meal or grits
- Cupcakes
- Gingerbread
- Ice Cream cones
- Dessert pie crusts
- Popcorn
- Tapioca
- Wheat germ (may be used in bread products)

Bread Equivalents

Item	Serving Size	Approximate Weight per Unit	
		Grams	Ounces
Bagel	1 bagel	57	2.0
Bread Stick	4 sticks	20	0.7
Buns, all types	1 bun	28	1.0
Chow Mein Noodles	½ cup	22	0.8
Cornbread (2-inch square)	1 square	38	1.3
English Muffin	1 muffin	57	2.0
Graham Cracker (2 ½" square)	3 crackers	21	0.7
Muffin, low fat	1 muffin	38	1.3
Pancakes	1 pancake	50	1.8
Pizza Crust	1 slice crust	30	1.1
Popover	1 popover	50	1.8
Pretzel,soft	2 pretzels	32	1.2
Rye wafers (whole grain)	4 wafers	25	0.9
Roll, dinner	1 roll	30	1.1
Saltine crackers	8 crackers	20	0.8
Stuffing/dressing	⅓ cup	46	1.6
Taco shells	2 shells	30	0.8
Tortillas (6-inch diameter)	1 tortilla	30	1.1
Waffles	1 waffle	30	1.1

Cooked portions of cereal products such as pasta (Macaroni, noodles, spaghetti), rice, bulgur, or other cereal grains may count toward meeting the bread requirement as follows:

- Bulgur.....½ cup
- Fortified Dry Cereal.....¾ cup
- Cream of Wheat.....½ cup
- Pasta products.....½ cup
- Rice.....½ cup
- Rolled Oats.....½ cup

Milk and Dairy Products

Milk or Equivalent Products

Milk products are good sources of calcium, protein, and riboflavin. Fortified products also provide vitamins A and D.

Eight ounces of fortified milk (preferably low fat or skim), buttermilk, or a calcium equivalent must be served daily. The use of skim or low fat milk and milk products is encouraged to help reduce the total fat in the meal.

In August 1997, the RDA for calcium for Adults was increased from 800 mg. to 1200 mg, a 33% increase.

For individuals who do not tolerate milk products well, dietary modifications may include:

- Products such as canned sardines and salmon, including the bones; dark green leafy vegetables; cooked dried peas and beans.
- Yogurt. Many people who are lactose intolerant can eat yogurt (especially with live cultures).

Custards, puddings, and ice milk also may be used to meet some of the calcium requirements. Because of the large portions which would be required, however, these foods should be considered as a supplement, rather than replacement for other dairy products. This recommendation is made to keep fat, sugar and total calories within the U.S. Dietary Guidelines.

One 8 ounce serving of low fat milk will provide approximate 300 mg. of calcium. This amount must be supplied through other foods if milk is not consumed.

Lactose-reduced milk is a fluid milk product modified by the addition of lactose enzymes. The lactose (milk sugar) in this milk has been broken down into simple sugars. People who have difficulty digesting or cannot digest the lactose in milk may benefit from a lactose-reduced or lactose free low fat milk product.

Milk and Milk Alternatives

8 ounces flavored or unflavored:

- Whole milk
- Low fat milk (1%, 2%)
- Skim milk (non-fat)
- Buttermilk
- Hot Chocolate or Cocoa made with non-fat milk
- Lactose-reduced or lactose-free milk
- Yogurt

Other portion sizes required to meet calcium needs:

Cheeses:

- Ricotta, part skim -- $\frac{1}{2}$ cup
- Cottage, 1% fat -- $1\frac{1}{4}$ cup
- Cheddar, Monterey, Provolone, Swiss, Colby, Mozzarella, American – 1 $\frac{1}{2}$ ounces*
- Tofu, preserved in calcium sulfate -- $\frac{1}{2}$ cup

*Note: use of "hard" cheeses should be limited due to the higher fat content.

Rich Sources of Calcium

200 – 300+ Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Dairy Products			Meat/Meat Alternatives		
Buttermilk, 1 cup	285	99	<i>Seafood</i>		
Milk, Skim, 1 cup	302	86	Mackerel, canned Jack, 3 oz	202	131
Milk, 1%, 1 cup	300	102	Salmon, canned w/bones, 3 oz.		
Milk, 2% m l cup	297	121	Chum	212	120
Milk, whole, 1 cup	291	150	Sockeye	203	130
Milk, chocolate 2%, 1 cup	284	179	Sardines, canned, drained/bones		
Milk, nonfat dry, 1/3 cup	280	81	Atlantic, 3 oz.	351	192
Buttermilk, dry, 1/4 cup	355	118	Pacific, 3.5 oz.	351	176
Milk, canned:			Fruits/Vegetables		
skim, evaporated, 1/2 cup	369	100	Collard Greens, raw,		
whole, evaporated, 1/2 cup	329	170	3.5 oz	203	40
Cheeses			Desserts		
Cheddar, 1 oz.	204	114	Custard pie, 6 oz. slice	297	305
Monterey, 1 oz.	212	106	Ice cream, soft serve, 1 c.	236	377
Provolone, 1 oz.	214	100	Ice Milk, soft serve, 1 cup	274	223
Ricotta, part skim, 1/2 cup	337	170	Pumpkin pie, 7 oz. slice	212	367
Swiss, 1 oz.	272	107	Yogurt, frozen, 1 cup	240	220
Tofu, firm, 1/2 cup	258	183			
Yogurt, plain low fat, 1 cup	452	127			
Yogurt, vanilla low fat, 1 cup	389	193			
Yogurt, fruit, low fat, 1 cup	231	231			

100 – 200 Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Dairy Products			Meat/Meat Alternates		
Cheeses			Beans, Baked, Homemade, 1 cup	155	382
American, 1 oz.	174	106	Bean, canned, plain/vegetarian, 1 c.	126	235
Blue, 1 oz.	150	100	Beans, w/ pork, sweet sauce, 1 cup	155	282
Colby, 1 oz.	194	112	Beans w/ pork, tomato sauce, 1 cup	141	247
Cottage, 1%, 1/2 c.	138	164	Beans, Navy, (dry) cooked, 1 cup	128	259
Mozzarella, part skim			Beans, refried, canned, 1 cup	118	270
1 cup	183	80	Beans, White (dried) cooked, 1 cup	131	253
Yogurt cheese, 1/4 c.	179	56	Beans, Soy (dried) cooked, 1 cup	175	298
Breads, Grains, Cereals			Seafood		
English muffin, sourdough			Clams, canned, 1/2 cup	118	74
2 oz.	112	129	Salmon, canned w/ bones, 3 oz. (Pink)	182	130
Oatmeal, instant, fortified,			Desserts		
plain, 3/4 cup	163	104	Fudgesicle, one	129	91
Fruits/Vegetables			Ice Cream, regular vanilla, 1 cup	176	269
Collard Greens, cooked			Ice Milk, Hard, vanilla, 1 cup	176	184
1/2 cup	152	29	Puddings,		
Kale, 3 1/2 oz. raw	179	38	Chocolate, (instant or cooked) 1/2 cup	138	152
Kale, cooked, 3/4 cup	134	28	Coconut (instant) 1/2 cup	148	184
Rhubarb, frozen			Lemon (instant) 1/2 cup	147	178
cooked, 1 cup	174	139	Rice (mix) 1/2 cup	133	155
Swiss chard, cooked			Tapioca (mix) 1/2 cup	131	145
Leaves, stems, 1 c.	106	26	Vanilla, 1/2 cup	130	148
Leaves only, 1 c.	128	32			
Turnips, greens					
cooked, 2/3 cup	184	20			

Rich Sources of Calcium, *continued*

50 – 100 Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Cheeses			Meat/Meat Alternates		
Cottage, creamed, ½ cup	63	225	Almonds, ¼ cup (36 g.)	83	210
Cottage, 2%, ½ cup	77	205	Beans, kidney, (dried) cooked, 1 c.	50	225
Parmesan, 1 Tbsp.	70	22	Beans, kidney canned, 1 c.	69	208
Breads, Grains, Cereals			Beans, Garbanzo, canned, cooked, 1c.	80	269
Cornbread, 2 inch square	94	200	Brazil nuts, ¼ cup	65	230
Fruits/Vegetables			Filberts, ¼ cup	71	213
Beans, wax, ½ cup	50	22	Seafood		
Broccoli, ½ cup	68	25	Clams, breaded, fried 3 oz (10 clams)	59	190
Romaine lettuce, 3 ½ oz.	68	18	Clams, steamed 3 oz. (20 clams)	83	133
Okra, frozen, cut, ½ cup	72	26	Halibut, baked, 3 oz.	51	119
Rhubarb, cooked, 3 ½ oz.	86	15	Oysters, breaded/fried, 3 oz. (6 oysters)	54	173
Spinach, raw, 3 ½ oz.	93	26	Desserts		
Spinach, cooked, ½ cup	83	21	Pudding pops, various flavors	76	94
Sweet potatoes, canned, solid or vacuum packed			Pudding pops, chocolate/fudge	87	99
Mashed, 1 cup	64				
Pieces, 1 cup	50				

Appendix 304-D

**Evaluation of Home Delivered Meals Participants
for Chilled, Frozen, and/or Shelf Stable Meals**

Use of Alternative Meal Types

When considering providing alternate meal types to homebound individual, as either a routine method of meeting part of their nutritional needs or in planning for continuity of services in emergencies, Area Agencies and/or provider staff are responsible for assessing the appropriateness of alternate meal types for each person who will need them. These types include frozen meals, chilled meals, or shelf stable meals.

Such meal types may not be appropriate if:

- the client's home lacks proper appliances for food storage and preparation, and adequate space for proper storage of multiple meals, if a supply for an extended period of time is planned.
- the client has physical or cognitive impairments which limit his/her ability to prepare or safely reheat the meals, and/or eat without assistance.

The Determination of Need-Revised (DON-R) screening at the time of intake provides information about the person's functional abilities, specifically in the area of eating and food preparation. It also provides indicators of possible cognitive impairment which may affect the person's functional capacity. The ability to eat is an Activity of Daily Living (ADL) which often is more affected by physical impairment than cognitive impairment. Meal preparation is an Instrumental Activity of Daily Living, which represents a more complex series of tasks. Persons with dementia may be unable to prepare meals, but still be able to eat with minimal assistance or cueing.

The assessor will use this information, as well as additional information on the physical conditions of the home, to determine the appropriateness of the alternate meal type. The assessor will make a home visit to visually inspect the cooking facilities and availability and condition of equipment and utensils.

The assessor will document the evaluation findings in the client's file, using the following form, or otherwise capturing the required data. Staff responsible for periodic client reassessment will re-verify and document the client's status and continuing appropriateness for alternate meals, if such meals are part of the ongoing care plan.

Client/Home Evaluation for Alternate Meal Types

Client Name: _____ Evaluation Date: _____

Address: _____

Agency Name: _____

Evaluation Completed By _____ Title _____

DON-R Scores and Comments:

Eating:

Is the client able to feed himself/herself? Assess the client's ability to feed him/herself using routine or adapted table utensils and without frequent spills. Address the client's ability to chew, swallow, cut food into manageable size pieces, and to chew and swallow hot and cold foods/beverages.

- Score 0– The client can eat, with or without an assistive device.
- 1-- The client can eat, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.
- 2-- The client cannot eat, even with an assistive device, and/or requires a great deal of verbal and/or physical assistance.
- 3-- The client cannot eat unassisted.

Availability of assistance with eating. If the client scores at least (1) in impairment level, determine whether someone is available to assist and/or motivate the client in eating.

Need for assistance with eating

- Score 0-- The client's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.
- 1-- The client's need for assistance is met most of the time, or there is minimal risk to the client's health or safety if additional assistance is not acquired
- 2-- The client's need for assistance is not met most of the time; or there is moderate risk to the client's health/safety if additional assistance is not acquired;
- 3-- The client's need for assistance is seldom or never met; or there is severe risk to the health and safety of the client.

Who, if anyone, is available to provide assistance? _____

Preparing Meals

Is the client able to prepare hot and or cold meals, including re-heating frozen or chilled meals? Assess the ability to open containers, to use kitchen appliances, and to clean up after the meal, including washing, drying and storing any utensils used in preparing or eating the meal.

- Score 0– The client can prepare the meal type, with or without an assistive device.
- 1-- The client can prepare the meal type, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.
- 2-- The client cannot prepare the proposed meal type, even with an assistive device, and/or requires a great deal of verbal or physical assistance.
- 3-- The client cannot prepare the proposed meal type without assistance.

Need for assistance with meal preparation

If the client scores at least (1) in this area, evaluate the appropriateness of the meal type being proposed.

- Score 0 -- The client's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.
- 1-- The client's need for assistance is met most of the time, or there is minimal risk to the client's health or safety if additional assistance is not acquired
- 2-- The client's need for assistance is not met most of the time; or there is moderate risk to the client's health/safety if additional assistance is not acquired;
- 3-- The client's need for assistance is seldom or never met; or there is severe risk to the health and safety of the client.

Who, if anyone, is available to provide assistance? _____

Equipment for Meal Preparation and Storage and Utensils

The client has in proper working condition:	<u>Yes</u>	<u>No</u>	<u>Not Needed for Meal Type</u>
Refrigerator	_____	_____	_____
Freezer or freezer compartment	_____	_____	_____
Oven	_____	_____	_____
Microwave	_____	_____	_____
Toaster Oven	_____	_____	_____

The client has an adequate supply of:

Appropriate utensils for serving and eating	_____	_____	_____
Towels/Hot pads or mitts for handling hot food items	_____	_____	_____

The client has an adequate amount of refrigerator/freezer space to store multiple meals if needed.

_____	_____	_____
-------	-------	-------

Type of meal recommended: Hot _____ Shelf stable _____
 Frozen _____ Chilled _____ Other _____
 Specify

Appendix 304-E

Nutrient Values for Meal Planning and Evaluation

Definitions:

- The Recommended Daily Allowance (RDA) is the average daily dietary intake level that is sufficient to meet the nutrient requirement for nearly all (97-98%) healthy individuals of a specified age range and gender.
- The Adequate Intake (AI) is the daily dietary intake level of healthy people assumed to be adequate when there is insufficient evidence to set an RDA. It is based on observed mean nutrient intakes and experimental data. The National Academy of Sciences recommends that the Adequate Intake be used if an RDA is not available.
- The Tolerable Upper Intake Level (UL) is the highest daily dietary intake that is likely to pose no risk of adverse health effects to almost all individuals of a specific age range.
- The Estimated Energy Requirement (EER) is defined as the dietary energy intake that is predicted (with variance) to maintain energy balance in a healthy adult of defined age, gender, weight, height and level of activity, consistent with good health.
- An Acceptable Macronutrient Distribution Range (AMDR) is defined as a range of intakes for a particular energy source (that is, carbohydrates, proteins, fats) that is associated with reduced risk of chronic disease while providing adequate intakes of essential nutrients. The AMDR is expressed as a percentage of total energy intake because its requirement is not independent of other energy fuel sources or of the total energy requirement of the individual.

Table 304-E-1 note: RDAs are in **bold type** and AIs are in ordinary type, followed by an asterisk (*).

Nutrient Values for Meal Planning and Evaluation			
	1 meal/day ≥33% RDA/AI	2 meals/day ≥67% RDA/AI	3 meals/day ≥100% RDA/AI
Macronutrients			
Kilocalories (Kcal) ¹	685	1369	2054
Protein (gm) ^{2, 3}	19	37	56
20% of total Kcal(gm) ⁴	34	69	103
Carbohydrate (gm) ⁵	43	87	130
50% of total Kcal (gm) ⁴	86	171	257
Fat (gm)	23	46	68
30% of total Kcal (gm) ⁶			
Saturated fat (< 10% of total Kcal) ⁷		Limit intake ⁸	
Cholesterol (<300 gm/day) ⁷		Limit intake ⁸	
Dietary Fiber (gm) ³	10*	20*	30*
Vitamins			
Vitamin A** (ug) ³	300	600	900
Vitamin C (mg) ³	30	60	90
Vitamin D (ug) ³	5*	10*	15*
Vitamin E (mg)	5	10	15
Thiamin (mg) ³	0.40	0.80	1.20
Riboflavin (mg) ³	0.43	0.86	1.30
Vitamin B6 (mg) ³	0.57	1.13	1.70
Folate (ug)	133	267	400
Vitamin B12 (ug)	0.79	1.61	2.4
Minerals			
Calcium (mg)	400*	800*	1200*
Copper (ug)	300	600	900
Iron (mg)	2.70	5.30	8.00
Magnesium (mg) ³	140	280	420
Electrolytes			
Potassium (mg) ⁹	1167	2333	3500
Sodium (mg) ⁷	<800	<1600	<2400

Notes to Table 304-E-1

** Vitamin A should be provided from vegetable derived (carotenoid) sources. See Issue Panel Report on Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Programs.

¹ Value for 75 year old male, height of 5' 7" , "low active" physical activity level. "Using Estimated Energy Requirements (EER) for Men and Women 30 Year of Age," calculated the median BMI and calorie level for men and subtracted 10 kcal/day (from 2504 kcal) for each year of age above 30.

² The RDA for protein equilibrium in adults is a minimum of 0.8g protein/kg body weight for reference body weight.

³ Used highest DRI value for ages 51+ and male and female.

⁴ Acceptable Macronutrient Distribution Ranges (AMDRs) for intakes of carbohydrates, proteins and fats area expressed as percent of total calories. The AMDR for protein is 10-35%, carbohydrate is 45-65%, total fat is 20-35%.

⁵ The RDA for carbohydrate is the minimum adequate to maintain brain function in adults.

⁶ Because the percent of energy consumed as fat can vary greatly while still meeting daily energy needs, an AMDR is provided in the absence of an AI, EAR, or RDA for adults.

⁷ Recommendations from the *Dietary Guidelines for Americans 2000*.

⁸ *Saturated fats, trans fatty acids, and dietary cholesterol have no known beneficial role in preventing chronic disease and are not required at any level in the diet. The recommendation is to keep intake as low as possible while consuming a nutritionally adequate diet, as many of the foods containing these fats also provide valuable nutrients.* Institute of Medicine, Food and Nutrition Board. *Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids.* Washington, D.C.: National Academy Press, 2002

⁹ National Research Council, Food and Nutrition Board, *Recommended Daily Allowances*, 10th Ed. , Washington, D.C., National Academy Press, 1989.

Appendix 304-F

Georgia Nutrition Program Nutrient Targets for Meals

Nutrient Targets: Following are nutrient targets for each meal. An asterisk (*) indicates that the nutrient must be provided daily. A plus sign (+) indicates that the availability of the nutrient is based on a weekly average.

Table 304-F-1

Nutrient	Target Value
*Calories	650-700
*Protein	19 grams
*Fat	Up to 35% of total calories: 25.2 grams/650 calorie meal; 27.2 grams/700 calorie meal
*Saturated Fat	Up to 10% of total calories (7.2-7.7 grams)
*Calcium	400 milligrams
*Sodium	<1200 milligrams
+Zinc	3.7 micrograms
+Vitamin A	300 micrograms
+Vitamin D	5 micrograms
+Vitamin E	5 milligrams
*Folate	133 micrograms
*Vitamin C	30 milligrams
*Vitamin B ₆	0.57 micrograms
+Vitamin B ₁₂	0.8 micrograms
*Fiber	≥ 8 grams

Nutrient analysis should target at a minimum: calories, protein, fat (including saturated fat), calcium, magnesium, sodium, fiber, zinc, Vitamin B₆, Vitamin B₁₂, Vitamin C and Vitamin A.

Appendix 304-G

Guidelines for Using the Updated Sample Meal Pattern

Standard Meal Pattern Requirements – Basic Meal Components

(Table 304-2 is repeated for convenience.)

<i>Food Group</i>	<i>Servings per Meal</i>	<i>Dietary Guidelines Servings per Day</i>
Bread or Bread Alternate	2 servings (1 cup pasta or rice); 2 slices of bread (1 ounce each) or equivalent combinations	6-9 servings daily. Include several servings of whole grain (high fiber) food
Vegetables	2 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of a fruit.)	3-4 servings daily. Include dark green, leafy, or orange vegetables; cooked dry peas and beans.
Fruits	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable.)	2-3 servings daily. Include deeply colored fruits, such as orange fruits
Milk or Milk Alternates	1 serving: 1 cup (8 ounces) or equivalent measure	3 servings daily; select low fat products.
Meat or Meat Alternates	1 serving: 3 ounces or equivalent measure	2 servings daily, total of 6 ounces
Fats	1 serving: 1 teaspoon or equivalent measure	Select foods lower in fat, saturated fat and cholesterol. Limit total fat to 30% and saturated fat to 10% of calories.
Dessert	Varies.	Select foods high in whole grains, low in fat and sugars.
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, according to seasonal preferences.	

The updated sample meal pattern is based on the new DRIs for energy. The caloric requirement in the *2000 Dietary Guidelines* is 1600 – 2200 calories per day, thus the sample pattern provides approximately 685 calories per meal. The number of servings is based on U.S.D.A's *Food Guide Background and Development, Table %, Nutrient Profiles for Food Groups and Subgroup Composites*. These profiles represent the quantities of nutrients and other components that one can expect to obtain on average from one serving of food in each group. The updated sample meal pattern includes one additional serving of bread or bread alternate and an additional serving of vegetable or fruit. Serving sizes are based on the Food Guide Pyramid.

The number of servings reflects an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving.. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They also could be provided as ½ cup pasta and one slice of bread.

Guidelines on Meal Pattern, continued:

Likewise two servings of vegetable could be provided as ½ cup mashed potatoes and ½ cup of green beans or one cup total for either vegetable. The pattern provides the option of substituting one fruit serving for a vegetable serving and vice versa.

The updated sample meal pattern, although based on the food servings recommended in the Food Guide Pyramid, does not assure that meals provide at least $\frac{1}{3}$ of the DRIs and the 2000 Dietary Guidelines. Meals are likely to require specific types of fruits and vegetables, whole grains and high fiber foods.

Because of the increase in the nutrient requirements, some meal program participants may have difficulty in consuming the amount of food required to meet the guidelines for one meal at one sitting. Vendors/providers should emphasize using nutrient dense foods, as well as fortified and enriched food products.

Another option may be to serve a midmorning snack in addition to the noon meal in a congregate meal site. The snack could consist of a whole grain bread or fortified cereal, along with fruit or fruit juice and low fat milk.

ATTACHMENT C

PROPOSED INVENTORY LISTING OF KITCHEN EQUIPMENT (owned by Cobb County, may be used by Successful Proposer)

This list after award will be submitted as part of the agreement to the successful proposer and will have the Manufacturer's Model Number and serial number (if applicable). This list will be inventoried with the Nutrition Services Coordinator of the Café and the successful proposer's designee to verify all items present in the facility after the contract is executed.

- a. Walk-In Freezer
- b. Walk- In Cooler
- c. Convection Oven
- d. Buffalo Chopper
- e. Range
- f. Convection Steamer
- g. Trash Compacter
- h. Mixer, various sizes
- i. Griddle
- j. Freezer
- k. Refrigerator
- l. Heated Cabinet
- m. Ice Maker w/Bin
- n. Make-up Conveyor
- o. Microwave Oven
- p. Dishwasher
- q. Pot Washer
- r. Produce Cooler
- s. Rotisserie Oven
- t. Coffee Maker
- u. Ice Tea Dispenser
- v. Ice & Water Dispenser
- w. Hot Food Counter
- x. Beverage Counter
- y. Cup Dispenser
- z. Cash Register

ATTACHMENT D**FOOD SERVICE SUPPLIES**

ITEM	PACKAGING
Bag, Storage, Ziploc, Plastic, 1-gal	250 Ct/Case
Bag, Storage, Ziploc, Plastic, 1-qt	500 Ct/Case
Bowl, Soup, Foam, 12 oz	8/125 Ct/Case
Coffee Stirrers, Plastic	1000 Ct/Box
Coffee, Decaf, w/Filters	42 Ct/Case
Creamer Packets	10/100 Ct/Case
Cup, Drink, Foam, 8 oz	8/125 Ct/Case
Cutlery Kit, Individually Wrapped, Heavy Duty	250 Ct/Case
Drink Mix, Iced Tea, Sugar Free, 2 qt servings	16-2 oz/Box
Drink Mix, Lemonade, Sugar Free, 2 qt servings	16-2 oz/Box
Foil, Aluminum, 18"x500'	Roll
Forks, Individual, Plastic, Medium	2000 Count
Gloves, Food Handling, Plastic, Medium	10/100 Count
Gloves, Food Handling, Plastic, Large	10/100 Count
Hairnets	144 Count
Hot Sauce Packets	200 Count
Knife, Individual, Plastic, Medium	2000 Count
Margarine, Individual, 5g	900 Count
Napkins, Dinner, 12"x12"	8/125 Count
Pepper Packets	3/1000 Count
Plastic Wrap, Clear, 18"x2000'	Roll
Plates, Dessert, 6"	8/125 Count
Salt Packets	3/1000 Count
Spoons, Individual, Plastic, Medium	2000 Count
Spray, Non-Stick Cooking	6/16.5 oz Cans
Straws, Individual, Wrapped, Jumbo	500 Count
Sugar Packets	2000 Count
Sweet N Low Packets	3000 Count
Tea Bags	50 Count
Tray, 5-Compartment, Disposable	4/125 Count

ATTACHMENT E

COBB COUNTY HOLIDAYS

Café Facility Closed

New Year's Day

Martin Luther King Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Holiday
(Thanksgiving Day and the day following)

Christmas Day
(plus one day either before or after)