



GENESEE COUNTY PURCHASING DEPARTMENT

ROOM 200, COUNTY ADMINISTRATION BLDG.
1101 BEACH STREET
FLINT, MICHIGAN 48502

TELEPHONE
(810) 257-3030
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(810) 257-3380

ERIC F. HOPSON
Purchasing Director

CINDY CARNES
Purchasing Manager

March 30, 2009

ADDENDUM #2

**INVITATION FOR BIDS (IFB) #09-006
SUMMER FOOD PROGRAM**

1. Please include the attached minutes from the pre-bid meeting as part of the above referenced IFB.
2. Please include the attached Standard Contract Template as part of the above referenced IFB.

Indicate on the Signature Page item #5 and the exterior of the envelope containing your bid:

“ADDENDUM #2 RECEIVED”

**ALL BIDS MUST BE RECEIVED AT:
GENESEE COUNTY PURCHASING DEPARTMENT
1101 BEACH STREET, ROOM 200
FLINT, MI 48502**

Eric F. Hopson

Eric F. Hopson, Purchasing Director
G:/bid2/2009/09-006add2

**PRE-BID MEETING
TUESDAY, MARCH 24, 2009 10:00 A.M.
SUMMER FOOD PROGRAM FOR GCCARD**

Cindy Carnes, Genesee County Purchasing Manager
Russell Carson, Genesee County Community Action Resource Department
Pam Montgomery, Genesee County Community Action Resource Department
Lela Johnson, O.U. Village
Damon Kurtz, Variety Food Service
Jim Lang, Unique Food Management
Michael Myers, Sodexo

Cindy Carnes, Genesee County Purchasing Manager, went over the bid, highlighting the following points:

Due date is Thursday, April 2, 2009, 3:00pm, In the Purchasing office room 200

Section A Please complete Information for Bid and Contract page

Section B Certification form needs to be completed, instructions are on the following page this is a State requirement

Section C Instructions to Bidder – Definitions

Item 2 Submission of Bids

2b: Submit 1 original marked “original” and 2 copies and 1 electronic copy.

Item 2c - Bids over \$100,000 require a 5% Bid Bond

Q. On the Bid Bond, what form do you prefer?

A. A bid bond from an insurance company is preferred. A certified check, money order would also be accepted. A letter of credit or cash is not acceptable.

Item 10 Late bids will not be accepted.

Section D – Scope of Services – Breakfast and lunches beginning June 8, 2009 going through August 21st all contingent on State funding in place

Section E – Unit price schedule and instructions:

Item 3: Bid pricing must not exceed \$1.32 for breakfast, \$2.39 for lunch

Section F – General Conditions

Item 7 – Performance Bond Requirement – 10% of the contract price from a licensed surety company is required by successful bidder.

Item 8 - Insurance requirements

Page 13 – Bidder’s Insurance Checklist

- o Insurance agent and Bidder must sign
- o Signature on the checklist signifies that your firm understands the insurance requirements will provide the insurances required if awarded a contract for this bid

Section G: General Provisions - Items 1-5 items required to be compliant

Item 1 Submit Equity & Diversity Model Plan

Item 2 Each firm submitting a bid is responsible for checking Website for further addendums to bid.

Item 3 Standard Proposed Contract will be part of addendum 2

Item 4 Contract Terms – The initial term is for one summer season

Russell Carson, provided explanation on the following:

Each summer there are 32-50 sites that will participate in the Summer Food Program. 2/3 of those will serve breakfast and lunch. The other 1/3 will offer lunch. It's possible that a couple of sites will only do breakfast.

By the end of May the schedule will come together once funding is established. The sites may be churches, non-profit organizations, public parks, elementary and middle schools. Occasionally a high school is added.

June 8th is listed as a start date and should be considered a soft date until everything comes together. The 21st of August is generally our last date. Sites will come on board as there schedule allows. See Attachment A for a schedule of sites, Addendum 1. This is not a permanent delivery schedule. But can be used as an example for planning your response to the bid. The delivery times and start times stated in Attachment A are not fixed, and will be adjusted per site. For most sites, we can use a window of 20 minutes to 1 hour before start time depending on your ability to address temperature control. We require a minimum of 3 hot lunches in a 2 week period during the course of the summer. This is a minimum. We typically have 2 hot lunches per week.

Q. Do the public parks have means of storing the milk appropriately?

A. If a park is doing breakfast, the park facility would have to have the means of properly storing the milk.

Q. Equipment – sites that require breakfast. Will the vendor to provide any equipment?

A. The sites must address this individually. You may address how your firm will accommodate this in your narrative.

Q. Maintaining proper temperature for hot food. Do any of the sites have electrical warming equipment that will heat up to 200-225 degrees that meals will be transferred to?

A. Probably not. Though there may be that type of equipment on site, summer staff may not be allowed to use it.

Q. Will there be refrigeration available?

A. Yes. GCCARD requires refrigeration for those sites doing breakfast. Rotating the milk inventory is the responsibility of the food contractor.

Q. Any additional piece of equipment that could enhance the meals, is that something you are open too? And would the sites be able to take that on if it is not too cumbersome, such as a hotbox?

A. That would have to be negotiated on a site by site basis.

Schedule B – meal requirements there is also a lunch menu cycle. We've included what we think offers a schedule of meals that provides variety as well as satisfies nutritional requirements. Feel free to offer other suggestions.

Schedule C – meals specifications. What constitutes a serving of milk, breads, and vegetables.

- Q. Lunch menu – Do you have a desire to have prepackaged meals?**
A. No. The Shelf stable breakfasts work out for us because it helps to reduce the number of excess meals. On the lunch meals, several sites have tried other programs and they are coming back to us for the variety, and hot meals we offer.
- Q. Do you require the hot meals in a prepackaged form or do you desired to have them delivered in bulk with a dip and serve solution?**
A. The dip and serve solution won't work for the Summer Food Program. We have to provide the child with a package, box with the all components of a complete lunch. We are only reimbursed for complete meals served. If a child decides not to eat a complete meal, that is ok.

Section D – Unit Price Schedule

Page 24 – Operational Plan Narrative

This section helps us to get to know your company and how you go about executing the Summer Food Program. We want to reduce the number of excess meals to no more than 2% for breakfast and lunch. The State will only reimburse us for meals served to the child. Sites may need to change quantities ordered after the fact for various reasons and flexibility of changing out items not used. We would like you to include information in your narrative on how your firm can monitor usage and accommodate various situations. It is helpful if your narrative can address how paperwork is handled, driver accessibility, and communication with your company.

- Q. On average, how often did meal adjustment activity take place last year for breakfast and lunch?**
A. Everyday, for more than 50% of the sites.
- Q. For breakfast, is your organization and select vendor mainly keeping track of meals served, because of the flexibility of being a shelf stable regardless of when it might have been ordered?**
A. Meals served is our focus. We are going to look at the paperwork for meals delivered. The closer those two numbers match, the better.
- Q. From a paperwork standpoint, have you had any recording mechanisms on the delivery paperwork that shows meals delivered verses meals served so that you can keep track of that?**
A. Yes. Sometimes the vendor can help in determining if there is an issue that needs to be addressed with a certain site or circumstance.
- Q. Menu – Could you share some candid thoughts on your definition of food and meal quality and diversity**
A. A goal would be to offer variety and offer things that they will enjoy eating, creating an enjoyable experience. If the food is of a lower grade or not fresh the children will not eat the food. As far as quality, we figure out what causes the problem, talk to the vendor, and address the issue and follow through with the solution. If pizza day is popular, there may be more kids there that day.
- Q. Are you open to having a selected pizza day?**

A. Yes, that's fine, it should be a day that all sites are operating, and some sites don't have Friday delivery.

Q. Do you have a minimum temperature requirement when the hot lunches arrive at the sites?

A. Those specifications are in this bid for delivery temperature and acceptable consumption temperature.

Q. If you were to list out 1-3, 1-5 on the importance of decision making criteria, what would that be?

A. Price can not exceed the prices listed. Otherwise it will be a blend of price and quality with quality leading the way. Quality has several components. Quality of the food itself, of the services, delivery times, flexibility, response to various situations, reduction of number of excess meals, availability and number of hot lunches.

Q. In looking at your menu guidelines, with the regular school lunch programs running through September through June, as pertains to fruits and vegetables, 1 fruit 1 vegetable, 2 fruits 2 vegetables qualifies as a reimbursable meal, would that be consistent with your guidelines?

A. Every lunch meal has to have a vegetable included. Refer to Schedule C.

Q. Is there ever a concern with food allergies?

A. Yes. We tend to stay away from peanut and peanut products. We ask that a vendor could accommodate a child that specifies an issue with a certain food. The same thing applies with religious preferences. They are on a site by site basis and an individual basis.

Q. The vendor that you select – When the children sign up for these Summer programs, in regards to these allergens, would that information be passed on to the vendor?

A. This information typically is not passed on at the time the child signs up for the programs. It may be a last minute issue.

Q. Will the award of the project go to one single vendor?

A. We try to get away from using multiple vendors.

PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the "Agreement") is made this __ day of _____, 20__, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the ("Parties")).

1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB # 09-006 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution #_____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) summer session (the "Initial Term").

2.2 Extension Terms

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the "Extension Terms").

3. Purpose

This contract is entered into for the purpose of providing Summer Food Service Program with GCCARD.

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

The contractor shall submit its itemized invoices to the Sponsor bi-weekly in compliance with Section 225.6(h)(2)(iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The Sponsor shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the Sponsor.

The contractor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

6. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Agreement is the Summer Food for Youth Director (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties and Indemnification

The Contractor warrants that:

- 10.1 The Services will be performed in a good workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 10.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability arising out of the Contractor's breach of these warranties.

11. Suspension of Work

- 11.1 Order to Suspend Performance

Upon written order of the Director, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for

any Services performed during any period in which the Director has directed that the Services be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Director of the nature of such harm, injury, or damage, and obtain the Director's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

18. Insurance Requirements

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Bidder's Insurance Checklist contained in RFP #09-006. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages as specified and including the County as an additional insured.

19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

20.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

20.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

20.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry
Chairperson

Approved as to Form and Legality

By: _____
Genesee County Corporation Counsel

EXHIBIT A
Description of the Services

SCOPE OF SERVICE

As listed in SECTION D

- A. USDA regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk and/or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof.
- D. Food Service Management Companies shall prepare unitized meals, with milk, for use in Summer Food Service Program.
- E. Contractor shall be prepared to furnish meals as ordered by the Sponsor during the period of June 08, 2009 to August 21, 2009. Meals are to be, on average, served five days per week, and/or as specified in Schedule A. However, at the time of the drafting of this IFB, the exact durations of the local school districts' summer program activities are unknown and are not expected to be available until the first part of June 2009. Therefore, it is entirely possible that meal services may no longer be required (and therefore not purchased) sometime prior to August 21, 2009.

EXHIBIT B
Reports Required from the Contractor

Description of Report
Name and content of report

Frequency
How often?

EXHIBIT C
Contractor's Projected Budgeted
Date to Date