

06 JUL -5 PM 12:40

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Lenore's Kitchen Catering for the product and/or services described herein.
(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or Blanket Term Agreement or

Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the

(Program Name) (Attach List) Pre-Assigned Specification No. 43626, Req. #25308
Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: _____
Specification #: _____ Contract or Program Description: _____
Mod. #: _____ (Attach List, if multiple)

Nikki G. Proutsos
Originator Name

312-744-0043
Telephone

Nikki G. Proutsos Aging
Signature Department

06-22-06
Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY See Attached.	
<input checked="" type="checkbox"/> ESTIMATED COST See Attached.	S. S. R. B.
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS See Attached.	DATE _____ APPROVED _____
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY See Attached.	CONDITIONALLY APPROVED _____ RETURN TO DEPT. _____ DISAPPROVED _____
<input type="checkbox"/> OTHER	

APPROVED BY:

Nikki G. Proutsos
DEPARTMENT HEAD
OR DESIGNEE

DATE _____

BOARD CHAIRPERSON

DATE _____

DPS PROJECT CHECKLIST

For DPS Use Only
 Date Received 7/5/06
 Date Returned _____
 Date Accepted _____
 CA/CN's Name _____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 6/20/06
 REQ No.: 25308

Contact Person: Dorothy Gardner
 Tel: 2-3290 Fax: _____
 E-mail: dgardner@cityofchicago.org

Project Manager: _____
 Tel: 4-0043 Fax: 2-3281 E-mail: nproctor@cityofchicago.org

Previous PO No.: (if known): _____

PO No.: (if known): _____

Modification No.: (if known): _____

Project Description: Congregate Meals

FUNDING:

- City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
<u>01</u>	<u>06</u>	<u>020</u>	<u>47</u>	<u>5070</u>	<u>0140</u>		<u>0140</u>		<u>B23C</u>	<u>\$177,800</u>

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply. Estimated Value \$

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

- NEW REQUEST**
 Blanket Agreement
 Standard Agreement
 Small Orders

- MOD/AMENDMENT**
 Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify): October 1, 2006

- FORMS:** Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: Requested Term (number of months): _____

RE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 047-5070 CONG DINING 30 N. LA SALLE ST. ROOM 2320 Chicago, IL 60602	REQUISITION: 25308 PAGE: 1 DEPARTMENT: 47 - DEPT ON AGING PREPARER: Dorothy Gardner NEEDED: APPROVED: 7/12/2006
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REQUISITION DESCRIPTION

New PSA for NCPRB for Congregate Dining Nutrition Program, Federal FY2006, FY2007 & FY2008 (10/01/05-09/30/08). Please note, this program was previously awarded via an RFP process as a delegate and is now for vendor consideration.
 SPECIFICATION NUMBER: 43626

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	95230	50,800.00	USD	3.50	177,800.00						
CONGREGATE NUTRITION CATERED MEAL SERVICES 50,800 MEALS PER YEAR @ \$3.50 FOR A 3-YEAR PERIOD 10/01/05-09/30/08 TO SENIOR SATELLITES AND NUTRITION CENTERS.											
SUGGESTED VENDOR: LENORE'S KITCHEN CATERING			REQUESTED BY: Dorothy Gardner								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	005	0020	0475070	0140	220140	0000	00000000	05BZ3C	00000	0000	177,800.00
LINE TOTAL:											177,800.00
REQUISITION TOTAL:											177,800.00

06 JUL 13 PM 1:46

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose. Requisitions prepared incorrectly will be returned to the using department.

Number **25308** Type **Purchase Requi** Preparer **GARDNER, DOROTHY**
Description **New PSA for Non-** Status **Rejected** Total **USD 177,800.00**

Items Source Details Details Currency

Num	Category	Description	UOM	Quantity	Price	Need-By	T
1	5230.	CONGREGATE NUTRIT	USD	50800	3.5		

Destination Type **Expense**
Requestor **GARDNER, DOROTHY**
Organization **CITY OF CHICAGO-INVENTOR**
Location **047-5070 CONG DINING**
Subinventory

Source **Supplier**
Supplier **LENORE'S KITCHEN CATER**
Site **A**
Contact **KEY, LILLIA**
Phone **773 925-6699**

Catalog... Distributions Approve...

(1) Procurement History

Prior to 2004, the Ada Niles Englewood Senior Center located in the Southwest region of the city was operated by Catholic Charities and provided on site Southern Cuisine (prepared and served at the site) for the Golden Diners participants. In providing meals to their adult day care clients, Catholic Charities used Lenore's Kitchen Catering (2447 W. 69th St.). The senior center was then relocated to the Englewood Senior Satellite at 653-657 W. 63rd St. where the on site preparation of meals was not feasible. Catholic Charities and the satellite clients requested that Lenore's Kitchen Catering become the provider for the Golden Diners meals served at the satellite. The Chicago Department on Aging initiated a Delegate Agency Non Competitive Procurement request (copy attached) on April 6, 2005. A contract with the caterer, Lenore's Kitchen Catering, was established and effective October 1, 2004 through September 30, 2005. During this period, the provider served meals to two additional Senior Satellites: Abbott Park Senior Satellite and Austin Senior Satellite.

As a result of the Request for Proposals for Congregate Meals (see copy of bid notice and list of providers that received the notice) which was done in 2005, Lenore's Kitchen was one of the bidders in the process. As a previous provider in the program, Lenore's Kitchen Catering performed the requirements of the contract in a more than satisfactory manner. The participants at the three senior satellites absolutely loved her food and the service provided. She was awarded the contract for these three senior satellites.

Since December of 2005 when the provider's status as a vendor or delegate agency came into question and her services were suspended, we have realized a major decrease in participation at these senior satellite locations. An example of the popularity of the food served by Lenore's Kitchen Catering is that prior to Lenore's Kitchen taking over the Abbott Park Satellite the daily senior participation was 11 for the Golden Diners program. The participation at Abbott Park Satellite grew to nearly 40 participants a day as a result of Lenore's Kitchen Catering providing the meals to that site. This is an increase in participation of over 250%!

Open Kitchens has been the provider for the meals at the Satellite locations in the absence of Lenore's Kitchen Catering and the participation has decreased significantly. The participants have demanded that the Lenore's Kitchen Catering be reinstated as the meal provider.

(2) Estimated Cost

The estimated cost of the contract is itemized below based on the original RFP for a one year contract with 2 year renewal options. Number of meals served at these sites:

Englewood Satellite - 80 meals a day
Austin Satellite - 80 meals a day
Abbott Park Satellite - 40 meals a day

A total of 200 meals to be served for 254 serving days in each fiscal year brings the total meals to 50,800 meals. The unit rate per meal is \$3.50 (previous contract rate) which brings the total contract value to \$177,800.00. The funding source is Title III C - 020-47-5070-0140-0140-BZ3C

(3) Scheduled Requirements

The contract period would begin October 1, 2006 through September 30, 2007 with an option to renew for one year after that period.

(4) Exclusive or Unique Capability

Lillia Key, founder of Lenore's Kitchen Catering has been providing meals as a caterer for more than 10 years. The provider specializes in Southern Cuisine and has provided meals for our Senior Satellites for over 2 years. The senior participants enjoy her home cooked southern meals more than any other caterer that has served these areas. As mentioned previously, the participation at the satellites has decreased significantly as a result of the interruption in service. In order for our department to continue to provide the Golden Diners meals to the number of seniors that previously participated at these satellite locations, we need to reinstate Lenore's Kitchen Catering as the meal provider for these sites.

A sample attendance of a week in November of 2005 while Lenore's Kitchen Catering was the provider for the three senior satellites and a week in May of 2006 during which time another caterer is providing the meals confirms the sharp decline in participation at these sites.

Average participation for the week of November 7, 2005:

Abbott Park - 37 participants
Austin Satellite - 74 participants
Englewood Satellite - 86 participants

Average participation for the week of May 8th, 2006:

Abbott Park - 27 participants
Austin Satellite - 25 participants
Englewood Satellite - 54 participants

Lenore's Kitchen Catering
2447 W. 69th Street
Chicago, Illinois 60629
773-925-6699
773-925-8771 Fax

January 24, 2006

Joyce Gallagher
Commissioner
Department on Aging
30 N. LaSalle, suit 2320
Chicago, Illinois 60602

Dear Commissioner Gallagher:

I am currently in the process of securing a new Professional Service Agreement with the Chicago Department on Aging. This contract will provide CDoA Congregate Dining Nutrition program meals for three Senior Satellites: Abbott Park, Austin, and Englewood.

The purpose of this letter is to request that the above – referenced contract contain no percentage numeric goals for the participation of MBE's and WBE's in the provision of professional services under this agreement.

Thus I am requesting that my agreement have "no stated goals", as Minority and Women Business Participation (M/WBE) participation would be impracticable in my case in this case.

I greatly appreciate the opportunity to serve the Department and look forward to your favorable consideration in this matter. Should you or your staff require any further information, please do not hesitate to contact me.

Sincerely,


Lillia Key



January 20, 2006

City of Chicago
Richard M. Daley, Mayor

Chicago Department on Aging

Joyce Gallagher
Commissioner

Central Office
Suite 2320
10 North LaSalle Street
Chicago, Illinois 60602-2586
312) 744-4016
312) 744-0680 (FAX)
312) 744-6777 (TTY)
ging@cityofchicago.org
<http://www.cityofchicago.org>

Barbara Lumpkin
Chief Procurement Officer
Chicago Department of Procurement Services
121 N. LaSalle St., Room 403
Chicago, IL 60602

Dear Ms. Lumpkin:

The Chicago Department on Aging is requesting non-stated MBE and WBE goals for a Professional Services Agreement for the Congregate Dining Nutrition Program funded by the Older Americans Act.

Lillia Keys (Lenore's Kitchen Catering) is providing Southern Cuisine type meals for three Senior Satellite Centers in our Congregate Dining Program. This is the only cost provided in the contract.

The nature of the services to be provided under this agreement is such that neither direct or indirect subcontracting opportunities with MBE or WBE firms will be practical or cost effective. The services are viewed as direct pass through to residents. Therefore, there is no opportunity for direct or indirect MBE/WBE participation.

If you have any questions regarding this matter, please contact David Mui of my staff at 744-5783.

Thank you.

Sincerely,



Joyce Gallagher
Commissioner



"Creating options for an aging society."



3

Lenore's Kitchen
2447 W. 69th Street
Chicago, Illinois 60629
773-925-6699
773-925-8771 Fax

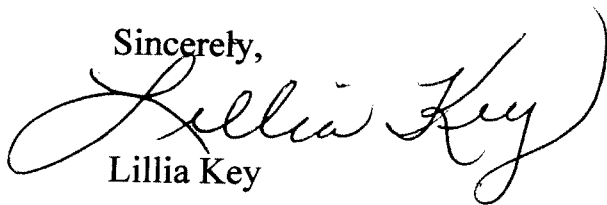
July 26, 2006

Ms. Christine Smith
Procurement Department
121 N. LaSalle Room 403
Chicago, Illinois

Dear Ms. Smith,

This letter is to confirm that Lenore's Kitchen is in agreement to accept the Bid for Congregate Meals for Englewood Satellite, Austin Satellite and Abbott Park Satellite Centers. It is my understanding that the contract period is from October 1, 2006- September 30, 2007. I am also confirming the expected rate of \$3.50 per meal. If you should have any other questions please call me at 773-220-4918 cell or 773-925-6699 business. Thank you again for the opportunity to continue to serve.

Sincerely,


Lillia Key

Cc: Nikki Proutsos



City of Chicago
Richard M. Daley
Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
312-744-4900
312-744-2949 (TTY)

<http://www.cityofchicago.org>

NON-COMPETITIVE PROCUREMENT REVIEW BOARD

PROJECT: Congregate Dining Services
Vendor: Lenore's Kitchen Catering
E-Mail: Dorothy Gardner, Department On Aging

Below are the results of the Non-Competitive Review Board Meeting on Thursday, July 20, 2006.

- Approved
- Approved w/Contingencies
- Not Approved

CONTINGENCY LIST

- Original vendor quote/proposal on letterhead dated and signed to include detail scope, total compensation and contract term, contract start date must be the date of contract execution.
- M/WBE compliance must be addressed.
- Vendor letter requesting "No Stated Goals"
- Department memo, concurring with the request from vendor on "No Stated Goals"
- Requisition
- Why was the Professional Services contract not approved?

Your department must submit the above document to Christine Smith, Room 403 by the close of business day, Friday, July 28, 2006.

Betty Rogers
742-0324

NiKKo
4-0043

From: Dorothy Gardner
To: Humphrey, Claude
Date: 7/28/2006 1:01:27 PM
Subject: Re: Fwd: Leonore's Kitchen (Scope of Service)

Reply requested when convenient

Per your request.

>>> Lourdes Nur 6/13/2006 10:33 AM >>>
Hi Dorothy,

We discussed the matter internally, and it appears that your options are:

- 1) Present the selection to the Non-Competitive Review Board to validate the selection of the vendor and enter into a contract. The Department on Aging will need to justify the selection and include information on the process followed to select the vendor.
- 2) Request that DPS competitively procure the food service for which you will need to provide the scope of services, any special requirements, secure the funding, enter the requisition and complete the DPS checklist.

Please advise if we can be of further assistance.

Thanks,
Lourdes

>>> John D. O'Brien 6/7/2006 10:04 AM >>>

Yes. If we've determined that since Lenore's Kitchen does not manage grant funds, but only prepares and delivers food making it a Professional Services Agreement, not Delegate Agency, then Sole Source Board action is required. That is are only mechanism for authority to contract on a non-bid basis unless Barbara Lumpkin signed off on it without taking it to the Board. Aging can demonstrate through their Congregate Dining RFP process that competition was attempted with other restaurants and food service providers in the community, but declined to participate for whatever reasons.

>>> Lourdes Nur 6/7/2006 8:26 AM >>>
Hi John,

It appears that in order for Aging to proceed they will have to validate their process through Sole Source. Do you agree? Please advise.

Thanks,
Lourdes

>>> Dorothy Gardner 6/2/2006 4:05 PM >>>
Hi Lourdes,

On review and to address the following questions you raised:

- 1) An RFP was done for Congregate Dining for 2005, a notice was sent to 36 companies and bid announcement was advertised in both the Chicago Tribune and Chicago SunTimes. Twelve companies picked up the RFP's and three attended the technical workshop. Five agencies submitted applications (Open Kitchens, Inc., Lee & Eddie's, D & G's Concessions Inc (Nuestra Familia), Maruji Enterprises/Mr. G's Catering and Lenore's Kitchen Catering).
- 2) Of the five agencies that applied, Lee & Eddie's is the only delegate that remains, as the others with

the exception of Leonore's Kitchen decided not enter into an agreement.

3) Also, the Congregate Dining Nutrition service program needs would exceed the Small Order team limits.

Attached for your review is the Scope of Service for Congregate Dining Nutrition Program for Chicago Department on Aging. If possible and based upon previous RFP responses and with approval, could we award Leonore's Kitchen as a no stated goals contract pending the next RFP for 2008 for our Congregate Dining Nutrition program? Please review and advise at your earliest convenience. Thanks.

>>> Nikki Garbis Proutsos 6/2/2006 2:18 PM >>>

So, where do we go from here?? Is anyone taking the lead on this to try and figure out what the next step should be? Please advise.

>>> Dorothy Gardner 5/30/2006 8:40 AM >>>

>>> Lourdes Nur 5/26/2006 9:35 AM >>>

Hi Dorothy,

I just spoke with Jeff Mina to get some more information regarding how the decision was made. He confirmed what I Scott had already stated. It appears that to meet all the requirements of a delegate agency from an audit perspective, the organization not only provides services to a third party, but also there should be a record that the organization is being monitored as a delegate agency regarding their administration of a program. I believe that this is as far as this issue can be taken.

Regarding how to meet your contractual needs in order to continue to provide food service, perhaps we can now address them as vendors. We need to know the magnitude and the scope to make a determination as to whether it would be appropriate to put it out to bid, go through Small Orders or do an RFP.

Thanks,
Lourdes

>>> Lourdes Nur 5/24/2006 4:53 PM >>>

Hi Dorothy,

I spoke with Scott Fehlan of the Law Department regarding whether or not Leonore's Kitchen is a delegate agency. Rolando De Luna is on vacation until next week.

According to Scott, the reason why Leonore's Kitchen doesn't qualify as a delegate agency is because they do not administer or help administer the grant. In other words, the responsibility to administer the grant rests with the City and does not get delegated to them. They are not administering a program, they are simply providing prepared food as a vendor to help Aging meet the overall requirements of the seniors program.

Although, I have not yet spoken with Jeff Mina of the Comptroller's Office, it appears that the issue is related to audit requirements. I left a message for Jeff, so I hope to have a chance to talk to him tomorrow to make sure that I fully understand the rationale for the previous determination.

Thanks,
Lourdes

From: Claude Humphrey
To: Dorothy Gardner
Subject: Re: Lenore's Kitchen - Sole Source (Contract Status)

Dorothy,

It took some research, but I've located your request that was submitted to the July 20, 2006 Non-Competitive Procurement Review Board.

Reminder that your submittal was not approved by the Board on July 20, 2006, and that your department was to respond to the questions presented in the Board's letter and per the July 28, 2006 email.

We have received the requested Bid Quote from Lenore's Kitchen.

But have not received an explanation as to Why the Professional Services contract was not approved? or your request to re-submit the request to the Board.

If is my suggestion that you be added to the upcoming meeting and present your case again to the Board.

I will have Christine schedule you for the next meeting, and if you have any questions pertaining to your submittal

please contact Mr. Douglas Yerkes at 312-744-8267.

>>> Dorothy Gardner 08/18/06 3:32 PM >>>

Hi Bo,

Clients have contacted Commissioner Gallagher concerned about the quality of food they are currently receiving in place of Lenore Kitchen. Our Commissioner is very insistent and wanted to know the time-frame to have Lenore's Kitchen back in operations for serving our seniors.

In our Sole Source meeting, we asked for a start date of October 1, 2006. Please advise ASAP of the actual time-line expected. Thanks.

>>> Christine Smith 7/27/2006 1:49 PM >>>

CC: Carol Simbler; Christine Smith; David Mui; Douglas Yerkes; John D. O'Brien; Lourdes Nur; Mary Joyce Gallagher; Sheera Carthans



City of Chicago
Richard M. Daley, Mayor

Chicago Department on Aging

Joyce Gallagher
Commissioner

Central Office
Suite 2320
30 North LaSalle Street
Chicago, Illinois 60602-2586
(312) 744-4016
(312) 744-0680 (FAX)
(312) 744-6777 (TTY)
aging@cityofchicago.org

<http://www.cityofchicago.org>

MEMORANDUM

TO: Alexandra Lyons Cooney
Deputy Commissioner

FROM: Nikki Garbis Proutsos
Assistant Commissioner

SUBJECT: Congregate Dining RFP Recommendations

DATE: August 8, 2005

Notices for the RFP were mailed to 36 companies and the bid announcement was advertised in both the Chicago Tribune and Chicago SunTimes. Twelve companies picked up the RFP's and three attended the technical workshop. Five agencies submitted applications.

The applications were reviewed by four individuals. The review committee was made up of CDoA staff all of whom are familiar with the Congregate Dining Program. Each person was assigned an application to review and asked to score the applicant based on twenty questions. The reviewers were asked to include a brief narrative regarding the reviewer's overall impressions of the applicant based on the information provided.

The applicants had an opportunity to apply for any or all areas of the congregate dining sites in the city by region and/or by meal type (General Cuisine, Hispanic or Southern Cuisine). The results of the ratings were as follows:

Company	Exceeds Expectations	Meets Expectations	Fails to Meet Expectms	Price(s)	Area(s)
Open Kitchens, Inc. 1161 W. 21 st Street Chicago, IL 60608	11	5	1	2.97 Hot 2.97 Box 1.75 Breakfast	All
Lee & Eddie's Catering +Events 261 Richert Road, Wood Dale, IL 60191	4	9	4	2.91 Hot Lunch 2.29 Box Lunch NA	NW Special Ev
D & G's Concessions Inc. Nuestra Familia 4231 S. Archer Chicago, IL 60632	3	5	9	3.65 Hot Lunch 3.65 Box Lunch N/A	NE (Hisp) NW (Hisp) CW (Hisp) SE (Hisp)
Maruja Enterprises/ Mr's G's Catering 8480 Commercial Chicago, IL 60617	1	5	10	4.00 Hot Lunch 4.00 Box Lunch 3.75 Breakfast	SE(Generl) (Hisp) (South) (Break Special Ev
Lenore's Kitchen Catering 2447 W. 69 th St. Chicago, IL 60629	4	5	8	3.50 Hot Lunch 3.50 Box Lunch N/A	SW-South Special Ev



Open Kitchens - no weaknesses were indicated by the evaluator. The application was complete and included all the requested attachments as indicated in the RFP.

Lee & Eddie's - one of the area of concerns as expressed by the reviewer of the application is the agency's ability to fully meet the demands of the CDoA contract based upon the fact that the applicant's responses to experience questions, emergency plans, and food service operation were all vague. Certificate of incorporation was not included.

Nuestra Familia - the reviewer expressed concern over the applicant's ability to serve the number of areas they indicated based upon the limited number of staff. Many of the items requested in the RFP were not submitted. The application's responses to questions regarding description of food service operation, emergency plan, handling of food service problems, monitoring of staff activities, and employee training were vague. The table of organization, audit report, annual budget report, list of tentative sources, buying plan, and certificate of incorporation were not submitted.

Mr'G's Catering - The reviewer indicated that the applicant had no overall positive points or strengths as could be ascertained through the application. The applicant did not provide virtually any information regarding food service operation, emergency plan, handling of food service problems, monitoring of staff activities, and staff training. The table of organization, audit report, annual budget report, a list of tentative sources and buying plan, and articles of incorporation were not submitted.

Leonore's Kitchen - The reviewer was concerned with the ability of the applicant to provide the meals for which they applied for largely because of the lack of detail in responses to the questions regarding the company's operations. Many of the required documents were not submitted. The applicant's fiscal stability was questioned by the reviewer since no audit report or financial statements were included. The applicant's responses to food service operation, emergency plan, handling of food service problems, and monitoring of staff activities were vague. The table of organization, audit report, annual report, budget, and list of tentative sources, buying plan, and certificate of incorporation were not submitted.

Based on the reviewers scores of the five applicants, I recommend the following: Lee & Eddie's be awarded the Northwest Region and the box lunches for Special Events. The remainder of the sites be awarded to Open Kitchens with the exception of the Englewood Satellite which would be awarded to Lenore's Kitchen.

According to the scoring, both Nuestra Familia and Mr. G's failed to meet more standards than they met or exceeded. Additionally, client dissatisfaction and performance problems on the part of the contractors have been reoccurring issues during their current contract period. Specific requests from participants in that they asked not to be served by these caterers have been made to our Department.

According to our Program Auditors, Nuestra Familia and Mr's G's have not submitted a

copy of their emergency plans and are in violation of their current contract with our department. Lenore's Kitchen, which is also a current program provider, is currently in compliance with the contract according to the last audit completed this year. Lenore's Kitchen scored more points in meeting and exceeding expectations than failing to meet expectations. Additionally, the participants at the Englewood Satellite are satisfied with the quality of food as prepared by Lenore's Kitchen.

Copies of the bid evaluations for each applicant are attached for your review.

Attachments

SECTION I. GENERAL INFORMATION

A. PROGRAM OBJECTIVES

Improving the nutritional health of older adults is the goal of the Congregate Dining Nutrition Program. Nutritional health is an important component in the total quality of life a person experiences in their later years. The Chicago Department on Aging has been providing Congregate Meal Services for more than 37 years. CDoA's goal is to foster positive food choices by providing healthy meals for individuals 60 years of age or older. In addition, the program offers participants an opportunity to socialize and take part in recreational and educational activities. The goal is to provide the best quality meals and assure that all food safety and sanitation standards are met.

B. DEFINITION OF SERVICE

The delegate agency shall furnish Congregate Meals for the Chicago Department on Aging (CDoA). The delegate agency will be responsible for providing the catered meals, related catering supplies and equipment direct delivery to sites on days specified by CDoA.

The total number of budgeted meals are identified on the budget sheets attached to this delegate agency agreement.

C. COMPONENTS OF THE PROGRAM

The preparation and delivery of hot meals in accordance with the CDoA approved quarterly Seasonal Cycle Menus and the Food Specifications for Cycle Menus and Menu Planning Standards.

The delegate agency must submit a proposed seasonal cycle menu for approval every three months according to the dates set forth in this delegate agency agreement.

Each meal must be designed to provide at least one-third of the Recommended Daily Dietary Allowances for Adults 55 Years Old and Older as currently established by the Food and Nutrition Board of the National Academy of Science -National Research Council.

The cuisine (General, Hispanic, or Southern) and type of meal (Hot Lunch, Box Lunch, or Breakfast) to be delivered will be identified by CDoA.

The meals must be delivered at the appropriate food temperatures, and the delegate agency shall be responsible for maintaining the catered meals to avoid any food contamination or spoilage.

The delegate agency must be in compliance with the Department of Health codes relative to the handling, processing, packaging, sorting and delivery of food throughout the term of this delegate agency agreement. Failure to comply with the appropriate performance requirements shall result in the recommendation to terminate this delegate agency agreement. The caterer must

deliver the meals according to the Chicago Department of Health standards and in a fashion compliant with safe food handling procedures.

Each quarter, the delegate agency will provide a Weekly Meal Service Guide to each of the sites. This guide will describe the handling and service of the food for the upcoming week. The Guide will be submitted to CDoA for approval two weeks prior to the beginning of service for that quarter.

Disposable plastic ware and appropriate dishes and cups, along with coffee, creamer, tea, sugar substitute, sugar, salt, pepper, dishwashing soap, plastic disposable garbage bags, and vinegar, will be supplied weekly on an as needed basis.

The delegate agency is required to maintain daily and weekly receipts of the meals delivered, and to submit weekly summary invoices to CDoA weekly.

The delegate agency must notify CDoA twenty-four (24) hours prior to any time a scheduled delivery of meals cannot be fulfilled by the delegate agency. The delegate agency must submit a written notification to CDoA addressing the delegate agency's inability to fulfill the order with a definite time when the meal service will be resumed. If the situation continues for more than one day the delegate agency may be deemed in default of delegate agency agreement and may be subject to the termination of this delegate agency agreement.

The delegate agency must have a Back-up Plan for emergencies and other conditions which may prevent the scheduled deliveries of meals. The delegate agency must keep a moderate number of surplus or readily useable Meal Units to supply the Nutrition Program in the event the delegate agency does not deliver the correct number of meals, or in the event that the Back-up Plan is invoked.

The city is not obligated to pay for any congregate catered meals delivered or furnished or their related expenses or services rendered, which were noncompliant with the terms and conditions of these specifications. Any catered meals which do not the requirements shall be replaced at the delegate agency's expense.

D. QUALITY CONTROL

To provide the best quality meals and assure that all food safety and sanitation standards are met, the delegate agency must have and utilize clearly written sanitation, safety and monitoring policies and procedures. All foods must be prepared, packed, and delivered using methods which significantly minimize the growth of pathogenic organisms. All such policies and procedures must be submitted to CDoA upon request.

If questions arise regarding the safety of a food item, or the nutritional content or ingredients of a food item, CDoA shall require the delegate agency to have that food item analyzed at an independent licensed laboratory, at the delegate agency's expense, and in a timely manner. The delegate agency shall be required to use: (1) A cook-serve food system, which minimizes food

holding time; or (2) a cook-chill food system; or (3) any production system that includes prepared food storage. A minimum of five (5) samples (maybe more upon request of CDoA and if warranted) shall be submitted to a qualified independent laboratory for pathogenic organism analysis every six (6) months. This shall be required by the delegate agency, at the delegate agency's expense, if either the cook-chill-heat, or any production system that includes prepared food storage is involved. However, a cook-serve food system which minimizes the food holding time shall not require pathogenic organism analyses, unless requested by CDoA.

E. INSPECTIONS AND COMPLIANCE WITH FOOD-HANDLING STANDARDS

The City of Chicago, as well as the State and Federal Program Authorities, may randomly inspect the premises of the delegate agency, the quality of food, related supplies, and compliance with OSHA regulations during the delegate agency agreement term. Such inspections will be made without prior notice by authorized staff of the Chicago Department of Health, The Chicago Department on Aging, and/or State of Illinois. Consumable food products, such as meats, poultry, milk, etc...must prominently display the USDA Grade on the food's packaging. If this information is not shown, there will be no payment for the particular food item served. The delegate agency will supply the Chicago Department on Aging a sample meal on demand to be checked for compliance with all health standards, Food and Drug Administration standards, and other food-handling related codes.

SECTION 2. MEALS UNITS, MENUS, FOOD AND ORDERS

A. MEAL UNIT DETAILS

A "meal unit" consists of the specified food, its delivery to the specified destination at the specified time, and includes the pro-rated worth of disposable supplies, eating utensils and serving equipment, cleaning supplies, transport packaging, all necessary to meet the objectives of the Program. There are four types of Meals Units described below which are to be prepared in accordance with the Menu Planning Standards and Food Specification for Cycle Menus.

Typically one meal type is routinely required by CDoA, namely the HOT LUNCH. The HOT LUNCH must include the following food categories: Entree, Starch, Vegetable, Salad/Soup/Juice, Bread and Dessert. Every meal includes choices of 2% fat free or 1% milk, margarine, and decaffeinated coffee or tea.

A second, frequently ordered meal type, the BOX LUNCH, shall be provided by the delegate agency as a substitute to or in addition to the HOT LUNCHES, when the CDoA Director of the Nutrition Program requests such change. BOX LUNCHES are served when the senior citizens group has, for example: a field trip, or a group of participants' request for fish on Fridays, or any number of other non-specific special events.

A third meal type is called SPECIAL MEALS. These are meals generally served six (6) times a year for special holidays (Valentines Day, Older Americans Month, Independence Day, Halloween, Christmas, and Thanksgiving).

A fourth meal type, BREAKFAST MEALS, is a meal type which may be ordered by the CDoA on Monday through Friday, despite the current limited extent of distribution.

B. MASTER CYCLE MENUS

Seasonal four week cycle menus (for up to seven days per week) must be used for three months each. A total of four different seasonal menus are required for each year. Each provider must submit a proposed seasonal cycle menu for approval every three months according to the dates below. The proposed menus must include the calories, fat, and sodium content for each meal. The Menu Planning Standards and the Food Specifications for Cycle Menus are to be used in conjunction in planning menus that meet the requirements of the congregate meal program.

<u>Proposed Menu Due Date</u>	<u>For Serving Months</u>
November 15	January 1 - March 31
February 15	April 1 - June 30
May 15	July 1 - September 30
August 15	October 1 - December 31

CDoA may require changes to the Cycle Menu prior to approving. The delegate agency may not make any changes to the Cycle Menu without giving CDoA 48 hours prior notification and obtaining written approval from CDoA's Nutrition Program Staff.

Menu substitutions cannot be made without prior approval of the Nutrition Program Director or his/her representative. CDoA reserves the right to make changes to the menus as appropriate with comparable food items. All unauthorized menu substitutions will be subject to deduction on the billings as specified in CDoA guidelines.

The Delegate Agency must prepare each meal in accordance with the approved Seasonal Cycle Menus.

C. MEAL SERVICE GUIDE

This guide must be prepared by the delegate agency and submitted to the Nutrition Program Staff two weeks prior to the start of each CYCLE MENU. The Guide must describe the handling and preparation of the food for the up-coming week. The WEEKLY SERVICE GUIDE must be provided for all four CYCLE MENUS.

D. MEAL ORDERS

The Meal Orders for each site within a Region will be faxed to the delegate agency on Tuesday of each week for the following week of service. Meal orders specify the exact number and type of Meal Units which will be required.

CDoA requires that occasional changes to the weekly meal orders menus (i.e. food substitutions) may be made by CDoA if before twelve o'clock noon in accordance with the time schedule for notification below. If the time schedule is adhered to, there will be no additional cost for the change.

ORDER TYPE:

CHANGE CAN BE MADE:

MEAL ORDER*By noon of the preceding delivery service.*
SPECIAL MEAL SERVICE*Minimum of 72 hours notice preceding delivery service*
BOX LUNCHES*Minimum of 48 hours notice preceding delivery service*
BREAKFAST MEALS*By noon the day preceding delivery service*
WEEKEND SERVICE*By Thursday preceding the Saturday or/and Sunday of service*
ANY EMERGENCY SERVICE ..*Minimum of 4 hours notice preceding delivery service*
due to inclement weather, emergencies, or other non-
routine circumstances as determined by CDoA

CHANGES IN SITES, TIMES,

DAYS OF DELIVERY.*Minimum of five consecutive days advance notice*

Some nutrition sites may be closed on other days as specified by CDoA with a one day notification to the delegate agency of the closing.

SECTION 4. GOODS REQUIRED

A. DISPOSABLE CATERING SUPPLIES

The delegate agency will be held responsible for supplying the following non-food items which must be included in each Meal Unit.

The UNIT PRICE PER MEAL must include the following **heavy-duty** disposable supplies per meal unit, provided in a sealed sani-pack:

FLATWARE

- 1 spoon
- 1 soup spoon (as required by daily menu)
- 1 knife
- 1 fork
- 1 dinner-size napkin

The UNIT PRICE PER MEAL also must include one of each **heavy-duty** disposable items listed below, as dictated by the daily menu and the site's order.

- 1 three section compartmentalized nine inch plate (bulk meal service)*
- 1 six inch plate*
- 1 five or six ounce dessert bowl*
- 1 eight ounce cup for hot beverage*
- 1 ten or twelve ounce bowl, (as required by the menu for tossed salad and soup)*
- 1 individual package of sugar, or sugar substitute or as ordered by each site

1 individual package of salt and pepper or as ordered by each site
1 individual package of low fat coffee creamer or as ordered by each site
1 half pint carton of skim or 2% milk as ordered by the site
1 tea bag as ordered by the site
Condiments (amount per meal as detailed in the Meal Service Guide).

*This item must be recycled or requires a minimum of 50% recycled content and 20% post-consumer waste.

Appropriate quantities of disposable supplies per meal must be included in each day's meal service and as specified by the serving guide which is approved by CDoA. For example, soup and salad served on a given day's menu would require two, not just one ten ounce bowl.

The performance quality of the disposable items bids shall be subject to approval upon examination of representative samples submitted to CDoA.

B. CLEANING PRODUCTS

GARBAGE BAGS: 20"X10" 40", 3 mil-thick, with ties one per site per day, and one additional for every twenty meals ordered that day.

DISH DETERGENT: One gallon containers, as ordered by site.

VINEGAR: One gallon containers, as ordered by site.

C. FOOD SERVICE EQUIPMENT

The delegate agency shall provide the following pieces of equipment for use at each nutrition site served under the delegate agency agreement. All equipment and supplies may be examined by and be subject to approval CDoA. Respondents may propose alternative Food Service Equipment in addition to the specified Food Service Equipment, if it is described completely and the proposal includes an extensive explanation for the use of the alternate. Alternate equipment may not be acceptable.

- A. STEAM TABLES: Minimum of two portable electric steam tables for each nutrition site; 12" x 20" openings for bulk meal service.
- B. STEAM TABLE PANS: Pan with tight fitting lids sufficient enough to maintain hot food for bulk meal service. CDoA will rinse food pans prior to returning to the Delegate agency. Pans must meet the temperatures in this specification.
- C. HOT FOOD CARRIERS: Bulk carrier for food service, insulated and sealed to effectively minimize temperature loss, prevent leakage and spilling for pre-plated meal service, quality equivalent to or better than the Cambro brand.

- D. **COLD FOOD CARRIERS:** Bulk carrier for food service, insulated to minimize temperature loss, quality equivalent to or better than the Cambro brand.
- E. **COFFEE MAKING EQUIPMENT:** One fifty-cup standard pot for small regional sites; one hundred-cup pot for larger regional sites; and a supply of various coffee pots with the capacity to serve the average meal count at each site, available upon request.
- F. **ICE PACKS:** Ice packs may be used in all cold carriers depending on the type of equipment used to carry food.

The delegate agency shall submit to CDoA an Inventory List identifying each piece of equipment delivered to each site. The inventory list must include quantities of each piece and the date the equipment was originally placed in service. The inventory list shall be dated and signed by an authorized CDoA representative when they are placed on site.

D. MEAL PACKAGING

All food containers must be designed to prevent seeping, spilling, dripping, and leaking, and the containers must conform to following specifications:

1. All entrees except stews and casserole types must be delivered in 2" deep stainless steel pans. There shall only be one layer of individual entree; such as chicken, stuffed pepper or breaded patties. The 4" - 6" deep pan shall not be used for these types of entrees.
2. Bulk food except entrees as noted above, must be delivered in stainless steel food containers suitable for steam tables and able to fit into 12"x20" portable steam table openings. Each steam table pan used for hot food must be covered with a proper fitting stainless steel cover.
3. All bulk hot food delivered to sites must be first covered with a plastic film wrap followed by foil and lid, then placed into food carriers at the delegate agency's commissary.
4. Cold food must be packed in tightly sealed plastic or other appropriate food containers designed to prevent spillage, seepage and leakage. Cold bulk food items, such as puddings, fruits, etc...will be accepted in their original container.
5. Milk carriers used to deliver the half-pint cartons of milk shall be of sufficient size and strength and be able to hold the contents securely without crushing during normal handling.

SECTION 5. NUTRITION PROGRAM DINING SITES AND DELIVERY DETAILS

A. DAYS OF OPERATION

All nutrition sites will be closed on the following days:

- | | | |
|---------------|------------------|------------------|
| New Years Day | Independence Day | Thanksgiving Day |
| Memorial Day | Labor Day | Christmas Day |

B. DELIVERY SPECIFICATIONS

Deliveries must be made to the nutrition sites as designated by CDoA. All deliveries must be made no earlier than **two hours and no later than one hour prior to serving time**. Deliveries must be made into the site's kitchen and/or dining areas and may not be left in adjacent hallways, entryways, or outside the building. Hot food must be delivered hot (no less than 140°F) and cold foods must be delivered cold (no more than 41°F) as required by the Chicago Department of Health. The delegate agency must use appropriate hot or cold food carriers and other related equipment as specified.

The delegate agency must be responsible for placing the hot food into preheated electric steam tables at the site and the cold food in or adjacent to the refrigerators at the sites in a ready-to-serve condition. Some hot or cold food carriers may be required to remain at designated sites until after meal service.

If staff of the CDoA notifies the delegate agency, upon delivery, of any shortages and/or poorly prepared meals or portions of meals, the delegate agency shall replace all necessary items within one-half hour of serving time.

Deliveries must be made at any designated point within the city limits with no delivery charge to the city.

CDOA reserves the right to add or delete locations or various types of meals as required during the delegate agency agreement period.

The minimum number of meals delivered each day will be no less than **15 per site**. Exact quantities will be determined by the weekly meal order submitted by CDOA.

The delegate agency must provide an emergency back-up plan in case of delivery breakdown or other circumstances beyond the control of the City or delegate agency. A replacement vehicle must be dispatched within one-half hour past regular delivery time.

The delegate agency shall have an emergency plan for the execution of service during periods of crisis (blizzards, fuel shortages, etc.). The emergency plan shall be sent to CDoA within ten (10) days after award of delegate agency agreement and the plan shall be revised every anniversary date of the delegate agency agreement period.

SECTION 6. INVOICES, RECORD KEEPING AND PERSONNEL

A. RECORD KEEPING AND INVOICES

1. DAILY DELIVERY RECEIPTS

At each location, the delegate agency's representative must present for signature an itemized receipt for the food and supplies delivered. The delivery receipts shall indicate:

- ▶ Date of Delivery
- ▶ Name and Address of Site receiving delivery

- ▶ Number of Meals Delivered
- ▶ Signature of Delegate Agency's Delivery Staff
- ▶ A List of the types of Meals Delivered
- ▶ An Itemized List of All Supplies Delivered
- ▶ Signature of authorized Chicago Department on Aging (CDoA) staff member who receives and checks the delivery
- ▶ The Delivery Time (entered by CDoA staff).

A duplicate copy of the delivery ticket is to be left daily at each site. The original copy of the delivery ticket is retained by the delegate agency's representative for forwarding to CdoA with the invoice.

2. WEEKLY SUMMARY INVOICE

Each week, the delegate agency shall submit 3 copies of the Weekly Summary Invoice (WSI) to the CDoA Nutrition Program. The WSI will summarize the week's services, by providing:

- ▶ Total Number of Meals Delivered and Accepted During the Period Being Billed
- ▶ Back up Listing of Each Site's Total Meals
- ▶ Total Days on Which Deliveries Were Made During the Billing Period
- ▶ Total Cost of All Meals at the delegate agency agreed rate.
- ▶ Delivery Receipt for the Period Being Billed.

All invoices must be signed, dated and reference the city's delegate agency agreement number. All invoices must be accompanied by an approved billing form. Invoice quantities, items, units of measure and pricing must correspond to the items quoted on the Request for Proposal.

B. PERSONNEL REQUIREMENTS

The delegate agency shall identify each of the following personnel and provide their resumes upon request of the Program Manager.

- * Support Staff Service Management
- * Dieticians
- * Labor Relations Specialists
- * Delivery Couriers and Drivers

C. EMPLOYEE CONDUCT

The delegate agency's staff shall not visit the nutrition site outside of servicing the delegate agency agreement, without authorization from the site's Nutrition Program authority. Any questions addressed to the delegate agency by a program participant must be referred to the appropriate CDoA staff person.

Neither the delegate agency or any sub-delegate agency employee shall communicate with, or answer questions concerning any delegate agency agreement between the delegate agency and the City of Chicago with the media or general public, without the prior knowledge of the

Commissioner.

Assigned employees shall report to the job site with the appropriate equipment to perform work required. All rules, mandates and regulations also apply towards sub-delegate agencies. It is the general delegate agency's responsibility to see that all specifications are adhered to.

The delegate agency shall employ only competent and efficient employees and whenever, in the opinion of the Department on Aging, any employee who is careless, incompetent, obstructs the progress of the work, acts contrary to instructions, or conducts himself/herself improperly, the delegate agency shall, upon request of the Department on Aging, discharge or otherwise remove him/her for the work, and shall not employ him/her again on the work, except, with the written consent of the Department on Aging's Commissioner. The delegate agency shall not permit any person to enter any buildings while under the influence of intoxicating liquors or controlled substances.

SECTION 7. SPECIFIC REQUIREMENTS

The Delegate agency must:

1. Secure an annual audit of its Federal Funds and must forward the audit report to the Chicago Department on Aging, no later than six (6) months after the close of the agency's fiscal year;
2. Permit access, at reasonable times, by Chicago Department on Aging staff or its designees to all operations and records, for purposes of evaluation and audits related to the service purchased. All such records, information, and documentation will be maintained by the **Delegate agency** for a minimum of **five years** after the delegate agency agreement expires and until the program is audited by an independent auditing firm;
3. Accept all CDOA appropriately referred sites and meal orders under the terms of the CDOA delegate agency agreement;
4. Use the CDOA Data Collection and Reporting forms;
5. Maintain effective liaison with the Chicago Department on Aging to ensure maximum benefits of the program to actual and potential participants;
6. Have at least quarterly contact with the appropriate Chicago Department on Aging staff to discuss problems, policies and procedures and will attend any other meetings relative to activities under this delegate agency agreement;
7. Participate in program promotion through the various news and public information media. Must clear promotional activities with the Chicago Department on Aging and credit it as the source of funds for the service;

- ▶ Comply fully with Section 504 of the Rehabilitation Act of 1973 that prohibits discrimination in federally funded programs against individuals on the basis of disability;
- ▶ Develop an emergency service plan for maintenance of service and clients' well-being during periods of weather-related situations. The plan should be submitted no later than thirty (30) days after the delegate agency agreement begins (November 1). The plan should be updated fifteen (15) days after the end of the quarter (January 15, April 15, July 15, and October 15) if necessary or requested by CDoA;
- ▶ Have funds to support program expenditures until the project reimbursement processes have been stabilized (up to four months after funding authorization);
- ▶ Provide the appropriate number of staff to provide the meal service and complete the appropriate paperwork;
- ▶ Provide services on **Monday through Friday** during the year, except for Thanksgiving, Christmas, New Year's Day, Memorial Day, Independence Day, and Labor Day;
- ▶ Comply with the City's insurance requirements and provide an updated insurance certificate when existing certificate expires. Payment for services may be detained if certificate is not obtained at the required time.

SECTION 8.. CREDITS TAKEN BY THE CITY

CREDITS taken by the city for any one meal will not exceed the UNIT PRICE PER MEAL.

1. **EARLY AND LATE DELIVERIES:** CREDIT will be taken by the City for EARLY and LATE DELIVERIES of meal units. EARLY DELIVERIES are deliveries which are more than two (2) hours before serving time. LATE DELIVERIES are deliveries which are less than one (1) hour before serving time. CREDIT will be taken for the total number of EARLY AND LATE meals. The CREDITED amount shall equal the UNIT PRICE PER MEAL multiplied by the NUMBER OF MEALS DELIVERED EARLY OR LATE.
2. **UNAUTHORIZED SUBSTITUTIONS:** CREDIT will be taken by the City for a site's entire day's delivered Nutrition Program meals if UNAUTHORIZED SUBSTITUTIONS were made by the Delegate agency. The CREDITED program amount shall be fifty percent (50%) of the UNIT PRICE PER MEAL for unauthorized ENTREE SUBSTITUTIONS and twenty-five percent (25%) of the UNIT PRICE PER MEAL for unauthorized OTHER MEAL UNIT CONTENT. The CREDIT amount shall be a percentage of the entire day's Nutrition Program meal order.

3. **PORTION SIZES: CREDIT** will be taken by the City for item not meeting specified portion sizes or those that are below the standards set forth in the **FOOD SPECIFICATIONS**. The amount of the credit will be fifty percent (50%) of the **UNIT PRICE PER MEAL** for each deficient meal unit and twenty-five (25%) for each deficient meal unit containing other than food items or supplies which are below standards.
4. **MISSING FOOD ITEMS: CREDIT** will be taken by the City for items missing in a meal. If the missing items is the main entree, fifty percent (50%) of the **UNIT PRICE PER MEAL** for each deficient meal unit will be credited. All other missing food items will be credited at twenty-five (25%) of the **UNIT PRICE PER MEAL** for each deficient meal unit.
5. **ICE PACKS: CREDIT** will be taken by the City for all delivered meal units in a cold food carrier that do not have a minimum of two (2) ice packs. The amount of the credit will be twenty-five (25%) of the **UNIT PRICE PER MEAL** per ice packs.
6. **FAILURE TO REPLACE: CREDIT** will be taken by the City for all missing meal order components which were not replaced. The amount of the credit will be on hundred percent (100%) of the **UNIT PRICE PER MEAL**.
7. **UNUSABLE MEAL UNITS: CREDIT** will be taken by the City for all delivered meal units found to be spoiled or otherwise not fit to be served, meals or portions of meals which do not conform to menu specifications, or milk with cartons crushed, or leaking will not be approved for payment unless they are replaced by the Delegate agency following telephone notification by the CDOA. In the event the Delegate agency does not replace items within ½ hour after serving time, credit will be taken as specified in number 4 above.

SUSPENSION OF SERVICES

The City reserves the right to suspend the Delegate agency's Services, or any part thereof, by giving (15) days prior written notice to the Delegate agency, or upon no advance notice in the event of an emergency. No invoices submitted to the City from the Delegate agency shall be payable if the notice is for services rendered by the Delegate agency, or for food items costs incurred by the Delegate agency or his sub-delegate agency after the effective date of such suspension. Delegate agency shall promptly resume performance of delegate agency agreement Services under the same terms and condition contained herein, upon written notice by the City and such equitable extension of time as may be mutually agreed upon by the Commissioner and you when necessary to continuation or completion of the Services. Any additional costs or expenses actually incurred by you as a result of the recommencing the Services will be treated in accordance with this Agreement.