REQUEST FOR PROPOSAL
FOR
HOSPITAL DIETARY DEPARTMENT
FOOD PRODUCTS, EQUIPMENT &
CLEANING/SANITIZING AGENTS

Between

Contractor: ____________________________

and

Kedren Community Health Center, Inc.
(dba: Kedren Acute Psychiatric Hospital and Community
Mental Health Center)

Service Location:
4211 S. Avalon Boulevard
Los Angeles, CA 90011
(323) 233-0425
1.0 INTRODUCTION

Kedren Community Health Center, Inc. dba Kedren Acute Psychiatric Hospital and Community Mental Health Center, hereinafter referred to as Kedren, is soliciting through this Request for Proposal (RFP) competitive sealed proposals from qualified applicants to provide food, groceries and supplies services at Kedren Acute Psychiatric Hospital and Community Mental Health Center. All proposals must be submitted in accordance within the standards and specifications contained with this RFP and promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible offer. The award will be made to the bidders, whose sealed bid proposal is determined to be responsive to the specifications of this RFP and most advantageous to Kedren, price and other factors considered.

The successful bidder will be responsible for providing daily delivery of food items and grocery requirements (including weekends and holidays) between 6:00 A.M. – 8:30 A.M. to Kedren’s 72-bed Acute Psychiatric Hospital & Dietary Department, located at 4211 S. Avalon Boulevard, Los Angeles, CA 90011. Weekend and holiday delivery schedule is 7:30 A.M. – 10:00 A.M. Orders may be placed as needed in the event Kedren has a shortage of a specific food or grocery item for next day delivery.

Kedren reserves the right to reject non-responsive proposals and to conduct negotiations with the successful bidder to the extent deemed necessary and appropriate, prior to final contract execution.

1.1 Agency Authorization

Authorization to execute any and all notices and demands which are required or permitted under the terms and conditions of the Agreement (Contract), resulting from this RFP is solely through the signature of the President and Chief Executive Officer (CEO) of Kedren Community Health Center, Inc. The President/CEO is:

John H. Griffith, Ph.D.
President and CEO,
Kedren Community Health Center, Inc.

1.2 Timetable

The timetable herein represents Kedren’s best estimate of the schedule that will be followed in the RFP process. If any activity of the timetable is delayed, the rest of the timetable may be shifted by the same number of days. Applicants shall be advised, by addendum to the RFP, of any changes to the timetable below. Kedren intends to adhere strictly to the following timetable:
2.0 AGENCY DESCRIPTION

Kedren Community Health Center, Inc. has nearly 50 years experience providing programs and services that address the diverse mental health, educational, prevention, wellness and resource needs of the community. Kedren is recognized as a leader in delivering quality mental health, and family-focused services. Our staff of nearly 400 embraces a “do whatever it takes” approach to achieving positive outcomes, building stronger, healthier communities.

Kedren Community Health Center, Inc. (Kedren) is a private, not-for-profit, public benefit, 501(c) (3) corporation.

Our programs serve approximately 10,000 children, adolescents, adults, seniors and families annually. We have six (6) locations specializing in the delivery of mental health focused services to consumers in Service Planning Area Six, including an acute psychiatric hospital serving adults and children with an approximate 72 bed capacity. Kedren’s hospital is fully licensed in California, and accredited by the Center for Medicare and Medi-Cal Services.

Kedren is funded through the Los Angeles, County Department of Mental Health, the along with donations. We provide services in a caring, compassionate environment promoting a shared vision of improving lives, and empowering individuals to recover. Service delivery is holistic, collaborative, multidisciplinary and culturally competent, focusing on the individual. Our highly trained mental health staff, together with our strong leadership, create an unwavering commitment to quality services based on our belief in the resiliency and potential of the individuals we serve.

2.1 Kedren’s Mission

The MISSION of Kedren Community Health Center, Inc. (“dba”), Kedren Acute Psychiatric Hospital and Community Mental Health Center, (“Kedren”) is to provide culturally competent continuum of care services utilizing an efficient and effective collaborative and holistic approach to address the educational, health and mental health needs of residents of Service Area Six, and the surrounding communities.
Kedren’s services are optimally effective and accessible and tailored to meet the racial, ethnic, cultural and linguistic needs of our clients. We deliver individualized services through a comprehensive multidisciplinary and a sensitive consumer-centered approach.

The goal of all mental health services at Kedren is to assist families to make key life choices, to enjoy optimally productive lives, and to manage the total mental health care of consumers and their significant others via integrated delivery systems.

3.0 STATEMENT OF WORK (SOW)

Kedren Community Health Center, Inc. is seeking hospital food services provider(s) which are capable of providing a full range of food and kitchen supplies that meet Kedren’s Acute Psychiatric Hospital requirements. The service provider is to establish a contract price schedule that will insure that Kedren will continue to receive the lowest market prices possible over the contract term.

Vendor must provide high quality standards of foods which conform to USDA/CACFP Meal Pattern requirements and in compliance with the Nutrition standards as described in Federal, State and City regulatory statues, California Health and Safety Codes, more specially the California Uniform Retail Food Facilities Law (CURFFL). The vendor must be responsible to assuring the highest quality of items before delivery to Kedren Acute Psychiatric Hospital located at 4211 S. Avalon Boulevard, Los Angeles, CA 90011.

Delivery services are required daily including weekends and holidays, between the hours of 6:00 A.M. and 8:30 A.M., and as needed in the event that Kedren experiences a shortage of a specific food item. Weekend and holiday delivery hours are 7:30 A.M through 10:00 A.M. Throughout the contract term, Kedren will place orders with the vendor for items on an as needed basis, with the delivery of purchased items, as stipulated by Kedren’s Director of Food Services. Considering that urgent need may arise and require next day delivery, the vendor must be capable and willing to respond to such situations. Kedren requires that no minimum delivery amount or delivery charges shall apply.

The successful bidder will demonstrate understanding of, and compliance with, all specifications set forth in this section, in the proposal. The unit/lot price submerged with the proposal of the successful bidder will be all inclusive with regard to the requirements of the specifications. Kedren reserves the right to tour bidder’s plant before final contract award.

3.1 F.O.B. Destination

Services are rendered F.O.B. Destination and shall include delivery of food products, equipment and supplies to the following location only:

Kedren Acute Psychiatric Hospital &
Kedren Community Mental Health Center
4211 South Avalon Boulevard
Los Angeles, CA 90011
(323) 233-0425

Please contact Ms. Norma J. Cook, Chief Operations Officer to (323) 432-5055, to schedule a Kedren facility tour.
3.2 Contract Award Period

The contract to be awarded will be for the period beginning approximately July 1, 2012 and ending June 30, 2013. It is the intent of Kedren Community Health Center to award this contract for one year, with an option of two additional years, awarded one year at a time, which will be subject to favorable evaluation of vendor performance. Each consecutive twelve (12)-month period of the initial term and each renewal term (if any) shall be considered a “year.”

The Proposal must be submitted on or before 5:00 p.m. May 8, 2015 in a sealed envelope with (1) one original and (6) six copies enclosed to:

John H. Griffith, Ph.D.
President and CEO
Kedren Community Health Center, Inc.
4211 S. Avalon Boulevard
Los Angeles, CA 90011

Note: Sealed envelope should be labeled:
“Hospital Dietary Department Food Products, Equipment and Cleaning/Sanitizing Agents”

NO PROPOSALS WILL BE ACCEPTED AFTER THE STATED SUBMISSION DEADLINE

The contact person for interested vendors is Ms. Norma J. Cook, Chief Operations Officer. Ms. Cook may be contacted at (323) 432-5055, or via email at n_cook@kedren.org.

3.3 Delivery Service Specifications

a. Due care shall be exercised in packing, handling and shipping to assure arrival of food, groceries and supplies at their final destination in excellent condition. Food and supplies must be packed and handled in a manner so as to assure absence of cross contamination, spoilage and spillage. Any damage, loss, breakage, deterioration or other reason causing items not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the vendor. Items must meet specifications. Rejected deliveries shall be removed by the vendor within two (2) calendar days from notification, at the vendor’s expense. Kedren will not be responsible for nor pay for rejected products.

b. If the vendor is providing canned goods, the cans must be dent free. All cans that are dented will be sent back to the contractor at no charge to Kedren.

c. A credit memo should be issued to Kedren within 24 hours of notification.

d. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All cold foods must be packaged to ensure a maximum delivery temperature of 40 degrees F. All foods intended to be delivered frozen shall be packaged to maintain zero or below degrees so as to maintain a hard frozen state until such food reaches point of delivery.
e. Each delivery shall be accompanied by a delivery packing slip or invoice, designating the item name, the specification, and cost of the item purchased (invoice only).

f. The vendor shall provide a back-up delivery system in the event of vehicle breakdown to include communication procedures between Contractor and Kedren. The system will assure that the food and/or supplies will be delivered no later than one hour after scheduled delivery time.

g. In the event of natural disaster, vendor shall provide a back-up delivery plan to include communication procedures between Contractor and Kedren.

h. In the event that the vendor is unable to supply an required item, Kedren is to be notified at time of order.

i. In the event that the vendor is unable to provide services, Kedren will purchase from another authorized secondary food and/or supply vendor.

**Project Goals:**

- The goal of the contract resulting from this RFP is the provision for high quality of Food, groceries and supplies required for the preparation of nutritional meals and snacks for Kedren’s patients.
- Therefore, the provider is expected to maintain compliance with professional and national standards of service delivery making all deliveries in a timely manner as contracted and stipulated by the Food Service Director.
- If any requested item is not available once the order is placed, the provider is to alert the Food Service Director immediately and suggest a comparable replacement or substitute item.
- All food and groceries items are to be delivered fresh, with a minimum of 10 days remaining shelf life, except that perishable and daily products must have a remaining shelf life of at least ten (10 days. The service provider will be notified of any item(s) delivered that is/are unacceptable and not to the acceptable Kedren standards, the item(s) will be rejected and/or discarded as seen fit by the Director of Food Services. Kedren’s account shall be credited, accordingly.

The delivery of food, groceries and supplies shall be in conjunction with the requirements of Kedren Community Mental Health Center's administration. The successful bidder will demonstrate understanding of, and compliance with, all specifications set forth in this RFP. The unit/lot price submerged with the proposal of the successful bidder will be all inclusive with regard to the requirements of the specifications. Successful bidder must operate its own facilities and delivery vehicles within all local, state and federal guidelines. Successful bidder shall be responsible for all delivery services. Kedren reserves the right to tour bidder’s plant before final contract award.
3.4 Pricing

Preferably, all pricing for food, groceries and dairy products submitted by vendor shall remain firm for the term of the contract. Bid pricing shall indicate the absolute unit price of item extended by the required quantity (expected for a year’s purchases). Kedren reserves the right to request vendor invoices and all documentation necessary to substantiate vendor’s costs.

The vendor shall supply the items as required by Kedren, which are described in the Scope of Work (Detailed Description of Requirements), and pricing shall not exceed the unit prices quoted by the Contractor, listed in the Attachments under Exhibit “A” (Product Specifications and Estimated Cost). Sales tax will be charged as applicable on these prices.

3.5 Quantities

Kedren has established estimated usage of items based on experience of the past 12-month period, or on estimated requirements for one year. Review Attachments for 2013/2014 usage. **No guarantee of usage is given.** Actual usage of food, groceries and/or dairy products shall not affect the prices as bid and accepted by Kedren. The provisions of the contract shall in no way prohibit Kedren from making incidental purchases from other supplier(s) for the same commodities herein listed. Kedren also reserves the right to bid and purchase from another supplier(s) when it is the best interests of Kedren.

3.6 Compensation

The Contract compensation for services performed as set forth in the SOW shall be through invoices to Kedren on completion in whole or in part of the duties as outlined in said SOW. All invoices received by the end of the month will be paid by the 10th of the following month.

3.7 Permits and Licenses

The Contractor shall hold valid permits, licenses, certificates and other documents as required by the state, county, city or other governmental body or regulatory bodies to legally engage in the performance of the services to be provided under Contract such as public health license, and other documents. The Contractor is to notify Kedren, within 72 hours, of any suspensions, terminations, lapses, or non-renewals or restriction of required licenses, certificates, or other documents required as a service provider to Kedren.

3.8 Insurance Requirements

3.8.1 General Bidder Requirements

A. The successful bidder will comply with all Federal and State requirements concerning fair employment practices regarding the treatment of all employees without regard to race, religion, age, sex, national origin, or physical handicap.
B. Contractor must sign Kedren’s Arbitration of Dispute Agreement, and the Confidentiality of Patient Information Statement.

C. The successful bidder will show evidence of insurance coverage commonly known as or similar in kind to:

2. Comprehensive General Liability
3. Combined Single Limits (each occurrence) - $500,000
4. Aggregate - $1,500,000

Kedren Community Health Center, Inc. may require greater coverage in any given circumstances. We may require any or all of the following endorsements to the policy:

(1) Fire Legal Liability; (2) Product and Completed Operations Liability; (3) Manufacture’s and Contractor’s Liability; Other Endorsements including, but not limited to, Errors and Omissions, Professional Liability and Malpractice Liability.

D. Comprehensive Automobile Liability

1. Automobile Liability – Minimum limits - $500,000 Bodily Injury; and $500,000 Property Damage per occurrence
2. Collision – covered for actual cash value of each vehicle used in the delivery of contract services.
3. Comprehensive Physical Damage coverage for actual cash value of the vehicle used in the delivery of contract services.
4. Kedren Community Health Center, Inc. will be named as co-insured under the successful bidder’s insurance policies.

E. The successful bidder will indemnify Kedren against all liabilities, losses or damages caused by its omissions and/or negligent acts. It will also agree to defend any lawsuit against Kedren, its officers, employees, or agents which arise from the negligent, willful acts and/or omission of the successful bidder.
ATTACHMENTS

CONTRACTOR PROPOSAL

REQUIRED CONTENTS/INSERTS
CONTRACTOR PROPOSAL
FOR
KEDREN COMMUNITY HEALTH CENTER, INC.
FOOD PRODUCTS, EQUIPMENT AND CLEANING/SANITIZING AGENTS

- Cover Letter with Original Signature(s) of Legally Authorized Representative(s)
- Name and Qualifications of Responsible Person
- Terms and Conditions
- Product Charges
- Certificates of Insurance
- Business Profile
- Business Licenses
- Vehicle Specifications & Related Policies/Procedures
- Copies of recent Sanitation & Inspection Reports by Regulatory Authorities
- References (Minimum of 3)
- Signed Confidentiality of Patient Information Statement
- Signed Arbitration of Disputes Agreement
CONTRACTOR PROPOSAL
FOR
KEDREN COMMUNITY HEALTH CENTER, INC.
FOOD PRODUCTS, EQUIPMENT AND CLEANING/SANITIZING AGENTS

TERMS AND CONDITIONS

1. SCHEDULE Successful bidder(s) must have capability for daily deliveries (including weekends and holidays).

2. TIME OF DELIVERIES Between 6:00 A.M. – 8:30 A.M. weekdays and 7:30 A.M. – 10:00 A.M. weekends and holidays.

3. DELIVERY LOCATION Kedren Acute Psychiatric Hospital & Community Mental Health Center
4211 South Avalon Blvd.
Los Angeles, CA 90011
(323) 233-0425

4. DIETARY SERVICES Contractor shall provide deliveries as ongoing orders, and is responsible for its own equipment, and delivery vehicles which meet HACCP delivery and temperature requirements for fresh, frozen perishables, and for dairy products.

5. SERVICE AGREEMENT In the event that this and any subsequent contract proves unsatisfactory, it may be terminated by thirty (30) days written notice by either party.

6. COSTS Refer to Scope of Work Section

PROPOSED EFFECTIVE STARTING DATE:  __1____day of  __July_______ 2015

BY:_____________________________ For _______________________________
     Contractor
CONTRACTOR PROPOSAL
FOR
KEDREN COMMUNITY HEALTH CENTER, INC.
FOOD PRODUCTS, EQUIPMENT AND CLEANING/SANITIZING AGENTS

TERMS AND CONDITIONS (CONTINUED)

This contract agreement becomes effective on July 1, 2015.

ACCEPTED AND APPROVED:  
Kedren Community Health Center, Inc.
dba, Kedren Acute Psychiatric Hospital
and Community Mental Health Center

By:____________________________
Title:___________________________
Date:___________________________

ACCEPTED AND APPROVED:  
Contractor

By:____________________________
Title:___________________________
Date:___________________________
A. Purpose: To provide guidelines to protect the confidentiality of patient information.

B. Policy: California Law, known as the Lanterman-Petris-Short Act, requires very strict and exacting limitations on the release on any information concerning patients in mental health centers.

Exceptions authorized by the law include exchanges of information between qualified professional personnel providing a service for a patient, and certain other hospital personnel in the Admitting, Business Office and Medical Records departments who perform essential services for or concerning the patient.

The law provides for severe penalties for any individual who provides such information contrary to the provisions of the law.

I have read the above statement and understand its contents fully and I hereby agree to abide by its requirements.
ARBTRATION OF DISPUTES

ARBTRATION OF DISPUTES ARISING OUT OF, OR RELATED TO A CONTRACTUAL AGREEMENT WITH KEDREN COMMUNITY HEALTH CENTER, INC.

MEDIATION: The parties agree that, should any difference of interpretation, or any other controversy or claim arise out of, or related to this Contractual Agreement, or the breach thereof, the parties shall jointly retain a mutually-agreed upon neutral mediator and conduct and participate in confidential mediation thirty days after certified mail notification that a dispute exists. The parties agree that if any of the parties files any arbitration claims, or administrative or legal actions, for disputes to which this clause applies, without first having attempted to resolve the dispute through neutral mediation, then that filing party shall not be entitled to collect attorneys fees or procedural costs, even if they would otherwise be entitled to them (subject to the discretion of the arbitrator involved).

ARBTRATION: The parties further agree that if, and only if, the dispute still remains unsettled for an additional thirty days after the mediation, then the parties shall submit the dispute to binding neutral arbitration as follows: Any controversy, claim or dispute arising out of or relating to this Contractual Agreement, shall be settled solely and exclusively by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the prevailing arbitration rules of the American Arbitration Association ("AAA"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by AAA; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the AAA’s rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing of an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Contractual Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBTRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBTRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBTRATION OF DISPUTES" PROVISION TO ARBITRATION.

__________________________  _______________________
Initials - Kedren            Initials – Contractor
PRODUCT CHARGES
(PRODUCT SPECIFICATIONS AND ESTIMATED COST)