

CITY OF HOUSTON, TEXAS

NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S55-T25052

"PARTNERING TO BETTER
SERVE HOUSTON"

NIGP CODE:

952-30

SOLICITATION DUE
DATE/TIME:

July 17, 2014 at 10:30 A.M., CST

SUBMITTAL LOCATION:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION:

AREA AGENCIES ON AGING FOOD SERVICE PROVIDER
PROPOSAL

PRE-PROPOSAL
CONFERENCE:

<i>Date</i>	<i>Time</i>	<i>Location</i>
Wednesday, July 2, 2014	TIME 1:00 p.m. – 3 p.m.	Houston-Galveston Area Council 3555 Timmons Lane, Conference Room B Houston, Texas 77027

The pre-proposal conference is the only time during which questions may be asked concerning the RFP process, Provider requirements, and/or receive needed clarification(s).

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Joseph Badell

Name

Joseph.Badell@houstontx.gov

E-Mail Address

City Purchasing Agent

June 6, 2014

Date

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO.: S55-T25052

1.0 SUBMITTAL PROCEDURE:

- 1.1 Seven (7) copies of the Proposal, including two (2) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document and labeled as **Area Agencies on Aging Food Service Provider Proposal** to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office. **Please label your proposals with your company name, address and proposal number.**
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Joseph Badell, telephone: 832.393.0209, fax: 832.393.8759, or e-mail (preferred method to): Joseph.Badell@houstontx.gov, no later than **THURSDAY, JULY 10, 2014 at 5:00 p.m. CST**. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO.: S55-T25052

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):

- 8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO.: S55-T25052

10.0 NO CONTACT PERIOD:

- 10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO.: S55-T25052

- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.0 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.
- 9.0 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **October 1, 2014** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO.: S55-T25052

- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Proposer(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.:S55-T25052

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.:S55-T25052

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$500,000 per occurrence

3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident \$100,000 (each accident)

3.2.4.2 Bodily injury by disease \$100,000 (policy limit)

3.2.4.3 Bodily injury by disease \$100,000 (each employee)

3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements **Exhibit IV** for a sample insurance certificate format.)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S55-T25052

unacceptable.

- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

5.0 INSPECTIONS AND AUDITS:

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT**

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

GENERAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:

8.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

9.0 RIGHT TO DISQUALIFY A PROPOSAL:

9.1 THE CITY MAY DISQUALIFY A PROPOSAL IF THE OFFEROR:

1. **IMPROPERLY OR ILLEGIBLY COMPLETES INFORMATION REQUIRED BY THE PROPOSAL DOCUMENTS.**
2. **FAILS TO SIGN PROPOSAL OR IMPROPERLY SIGNS PROPOSAL.**
3. **QUALIFIES ITS PROPOSAL OR IMPROPERLY SUBMITS ITS PROPOSAL.**

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **24%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of **Exhibit VI** – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

6.0 HIRE HOUSTON FIRST:

6.1 Designation as a City Business or Local Business

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

Houston First Application and Affidavit (“HHF Affidavit”) to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

6.1.3 Submit the completed application forms to: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952 or Applications may be submitted with proposal response.

6.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter 15 of the City Code of Ordinances

6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

7.0 PROJECT ADMINISTRATION:

7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 STANDARD PAYMENT TERMS

8.1 The City of Houston’s standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov’t Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

8.3 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.:S55-T25052

9.0 PROCUREMENT TIMELINE/SCHEDULE:

9.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

9.2 <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	<u>June 13, 2014</u>
Pre-Proposal Conference	<u>July 2, 2014</u>
Questions from Proposers Due to City	<u>July 10, 2014</u>
Proposals Due from Proposers	<u>July 17, 2014</u>
Notification of Intent to Award (<i>Estimated</i>)	<u>July 24, 2014</u>
Council Agenda Date (<i>Estimated</i>)	<u>September 16, 2014</u>
Contract Start Date (<i>Estimated</i>)	<u>October 1, 2014</u>

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SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

I. INTRODUCTION

- A. **Purpose** – The Harris County Area Agency on Aging (HCAAA) and the Houston-Galveston Area Agency on Aging (H-GAAA) issues this Request for Proposals (RFP) on behalf of the approved Nutrition Contractors in the 13 county region. For purposes of this document the following counties will be referred to as the 13 county regions: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Waller, Walker, and Wharton. For purposes of this document, HCAAA and the H-GAAA shall be referred to as the Area Agencies on Aging unless otherwise designated. This RFP covers the provision of services to prepare and deliver meals to designated congregate and/or home delivered meal nutrition sites for HCAAA and H-GAAA Senior Programs. Meals that meet the nutritional criteria for services under Title III of the Older Americans Act of 1965, as amended (hereinafter “OAA”) and in accordance with the Title 40, Chapter 85 of the Texas Administrative Code are to be prepared and delivered to **approved** locations within the thirteen county region. The requirements contained in this section are to serve as the basis for the performance of meal preparation and delivery services in accordance with contractual requirements. The purpose of this proposal is to invite interested food service providers who can demonstrate a minimum of five years of direct institutional food preparation and the physical capacity to deliver the volume of meals required. The meal preparation and delivery provider (hereafter referred to as “Provider”) shall be qualified by a Review Committee and must be authorized to contract for meal preparation and delivery. The Provider may be a for-profit, non-profit or governmental entity. For-profit entities under this RFP may be approved by the Texas Department of Aging and Disability Services (DADS) prior to the beginning of service delivery.
- B. **Contract Period** - This RFP will result in the designation of a Provider(s) for a five-year contract with the option to renew for four consecutive renewal periods. Services are to be effective September 1, 2014.
- C. **Objective** - To secure an effective and diverse preparation and delivery system that will provide nutrition services consistent with the intent of the OAA and its subsequent amendments, and in accordance with the Title 40 of the Texas Administrative Code (TAC), the Department of Aging and Disability Services (DADS), the Nutrition Services requirements set forth in Title 40, Chapter 85 of the TAC and any applicable city and state ordinances/codes applicable to the *Area Agencies on Aging*.
- D. **Funding Available** – Primary funding is available through the OAA of 1965 and its subsequent amendments to include Title III funds, nutrition providers matching funds, and additional fiscal sources related to nutrition.
- E. **Administration** – The Harris County and Houston-Galveston Area Agencies on Aging are responsible for the solicitation, review and approval of the RFP:

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

Harris County Area Agency on Aging (HCAAA)
8000 North Stadium Drive, Third Floor
Houston, Texas 77054
and
Houston-Galveston Area Agency on Aging (H-GAAA)
3555 Timmons Lane, Suite 120
Houston, Texas 77027

II. PROPOSAL SUBMISSION AND REQUIREMENTS

A. Eligibility Criteria - To be considered the following requirements must be met:

1. Free from government fund debarment or suspension.
2. Maintain facilities and personnel policies that meet the Americans with Disabilities Act.
3. Maintain insurance that protects the health and safety of consumers and employees and provide valid certificate(s) of insurance upon request.
4. Maintain bonding of all employees.
5. Provide an independent audit for the past fiscal year.
6. Maintain **at least 90 days operating revenue.**
7. The Provider must maintain suitable transportation and equipment for transporting prepared meals to approved nutrition sites and or direct home deliveries to participant's homes in the 13 County Region.
8. Offerors must be able to provide documentation of:
 - (a) A minimum of five years of direct meal preparation experience in providing institutional food service, including in the documented organizational and personnel experience and a list of staff members who will be involved in the provision of this service and references.
 - (b) A demonstrate ability to adequately meet the daily meal capacity sufficient enough to supply the needs set forth in this RFP.
9. Subcontracting for any of the approved meals is permissible and shall be subject to the standard DRI requirements, unless otherwise specified by the Area Agencies on Aging. However, the Provider shall not enter into a written subcontract with any caterer or food service entity or other transportation systems for the provision of preparation or transportation of meals without the prior written consent of the Area Agencies on Aging.

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

- B. Offeror submissions shall include a description of offeror's ability to maintain compliance with the requirements of the Department of Health and Human Services Regulation under Title VI of the Civil Rights Act of 1964 Department of Health and Human Services Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and Title 40, Section 85.302 of the Texas Administrative Code General Service.
- C. Qualifying offerors shall submit a list with the name of the contact person, complete address and phone number of all meal preparation kitchens for whom your organization currently prepares meals using the form attached as **Exhibit XXIII**.

III. GENERAL INFORMATION

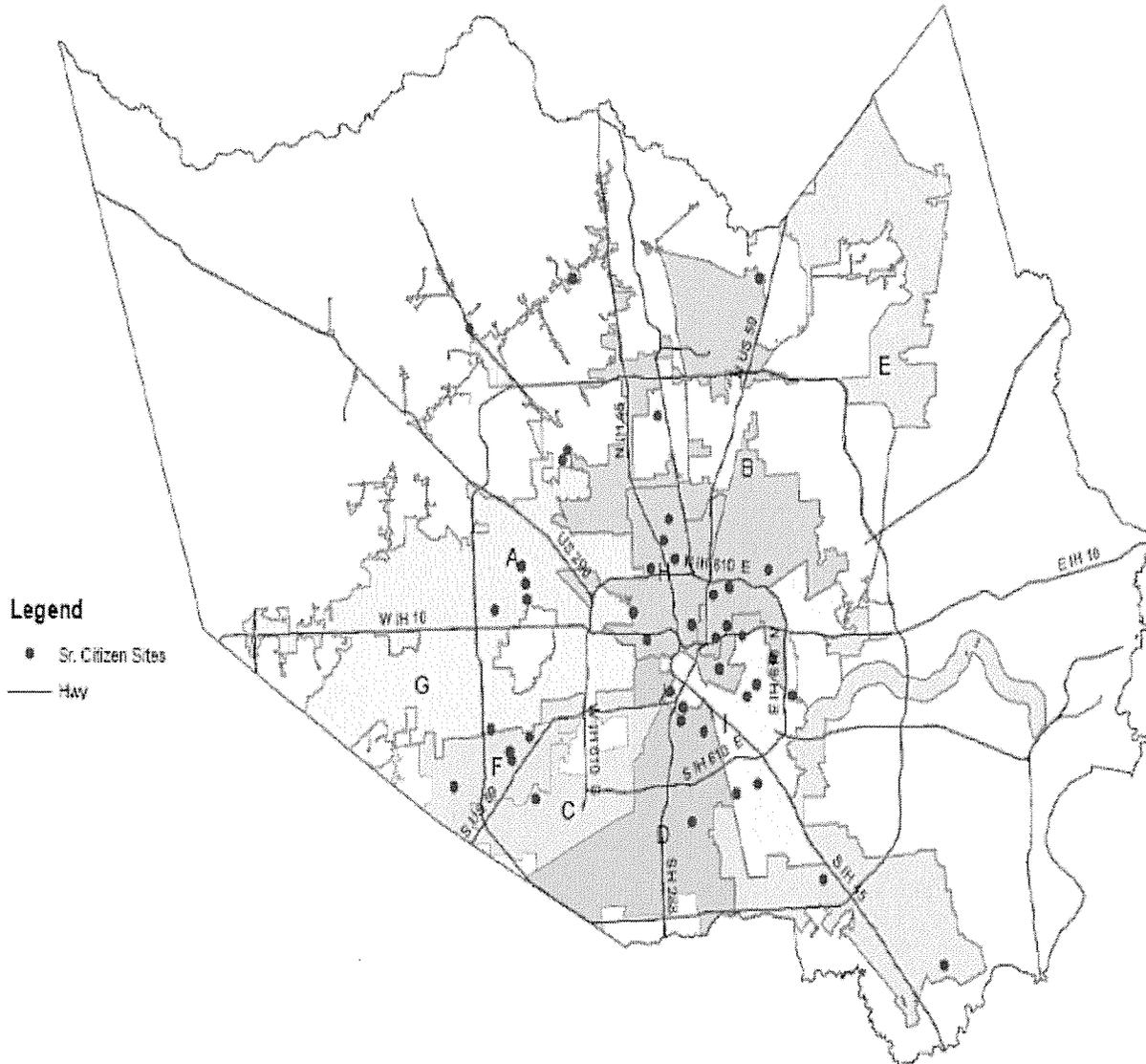
- A. **Confidentiality** - Offerors shall have procedures to ensure that:
All Health Insurance Portability and Assurance Act (HIPAA) and encryption requirements are met, where applicable. See Title 40, Chapter 85 of the TAC for service requirements.
- B. **Nutrition Provider Complaint and Appeals** - The offeror shall ensure that the offeror has written complaint procedures established for use by the offeror and its subcontractors, where applicable. These procedures shall ensure that all subcontractor nutrition providers have the opportunity and means for communicating aspects of the service that have an adverse impact on them. Offeror(s) must have evidence that each subcontractor nutrition provider has been informed of their right to make such complaints and of the procedures for filing such complaints prior to initiation of the subcontracted services. See Title 40, Chapter of the TAC for General Service requirements.

The offeror shall ensure that written appeal procedures are established. These procedures shall provide all nutrition providers or their advocates with the opportunity to appeal staff decisions concerning the provision of services to the nutrition provider, including, but not limited to, the initiation or termination of services, and increase or decrease in service.

- C. **Customer Satisfaction** - An annual Customer Satisfaction Survey shall be conducted by approved Meal Preparation Provider(s). The results of this survey will be submitted annually to the Area Agencies on Aging with a summary of an action plan to address the unfavorable outcomes. See Title 40 Chapter 85 of the TAC for Nutrition Service requirements.
- D. **Service Areas** – Include approved sites in Harris, Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. An offeror must bid on all geographic areas in the RFP. A travel rate could apply to outlying counties. We reserve the right to modify, negotiate, or rescind this RFP if it is determined to be in the best interest of the Area Agencies on Aging and its consumers. Applications will be automatically rejected not including all service areas.

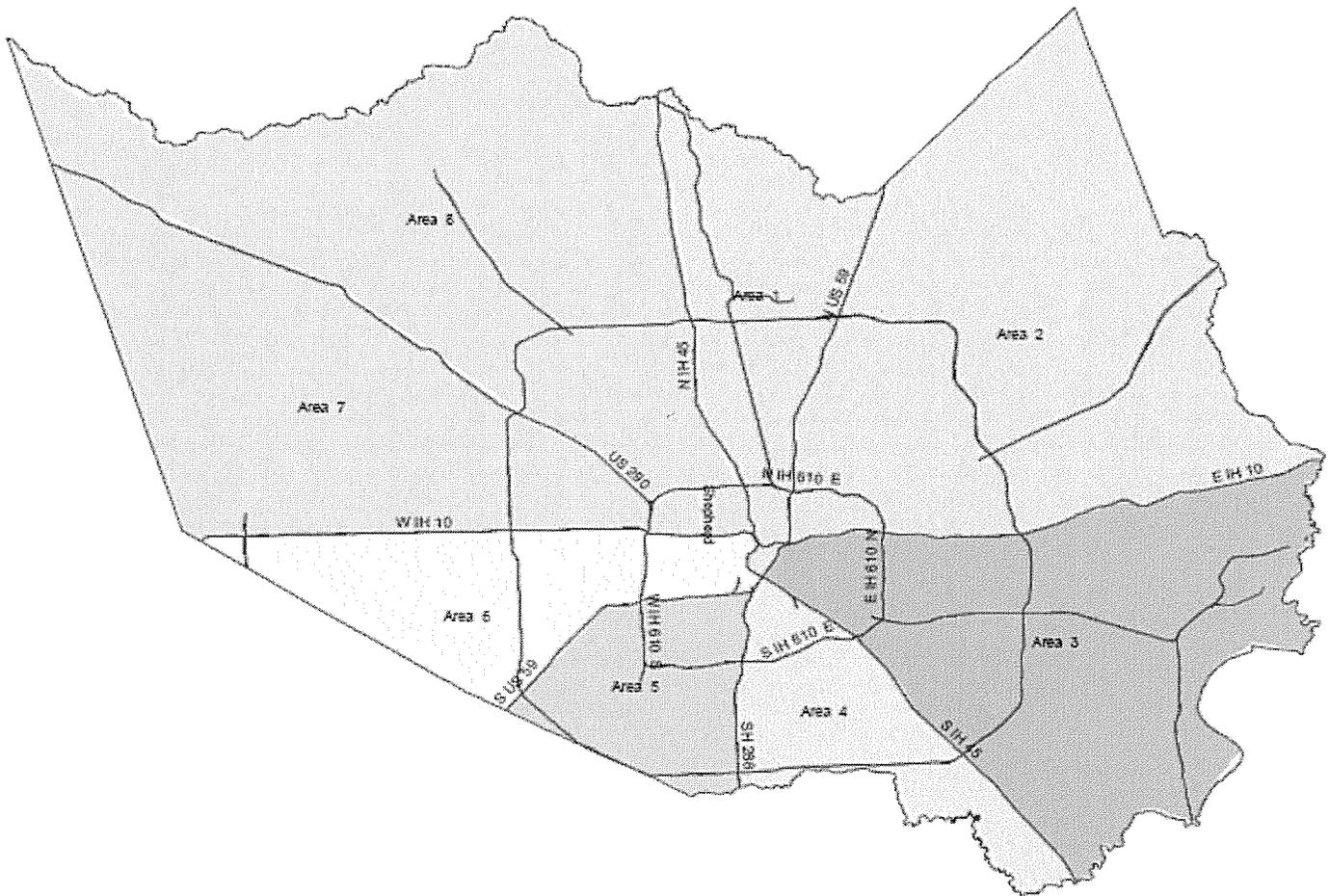
SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

SENIOR CITIZEN SITES BY COUNCIL DISTRICT



SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

BOUNDARIES OF SERVICE AREAS



SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

Area Agencies on Aging
Boundaries of Service Areas

Area 1

- North—Harris County line
- East—U.S. 59 (Eastex Freeway) to
- West/South—I-45 (North Freeway)

Area 2

- North—Harris County line
- East—Harris County line
- South—I-10 (East Freeway)
- West—U.S. 59 (Eastex Freeway)

Area 3

- North-- I-10 (East Freeway)
- East—Harris County line
- South—I-45 (Gulf Freeway)
- West—U.S. 59

Area 4

- North/East-- I-45 (Gulf Freeway)
- South—Harris County line
- West—State route 288 (South Freeway)

Area 5

- North/West—U.S. 59 (Southwest Freeway)
- East-- State route 288 (South Freeway)
- South—Harris County line

Area 6

- North—I-10 (Katy Freeway)
- East—I-45
- South—U.S. 59 (Southwest Freeway)
- West—Harris County line

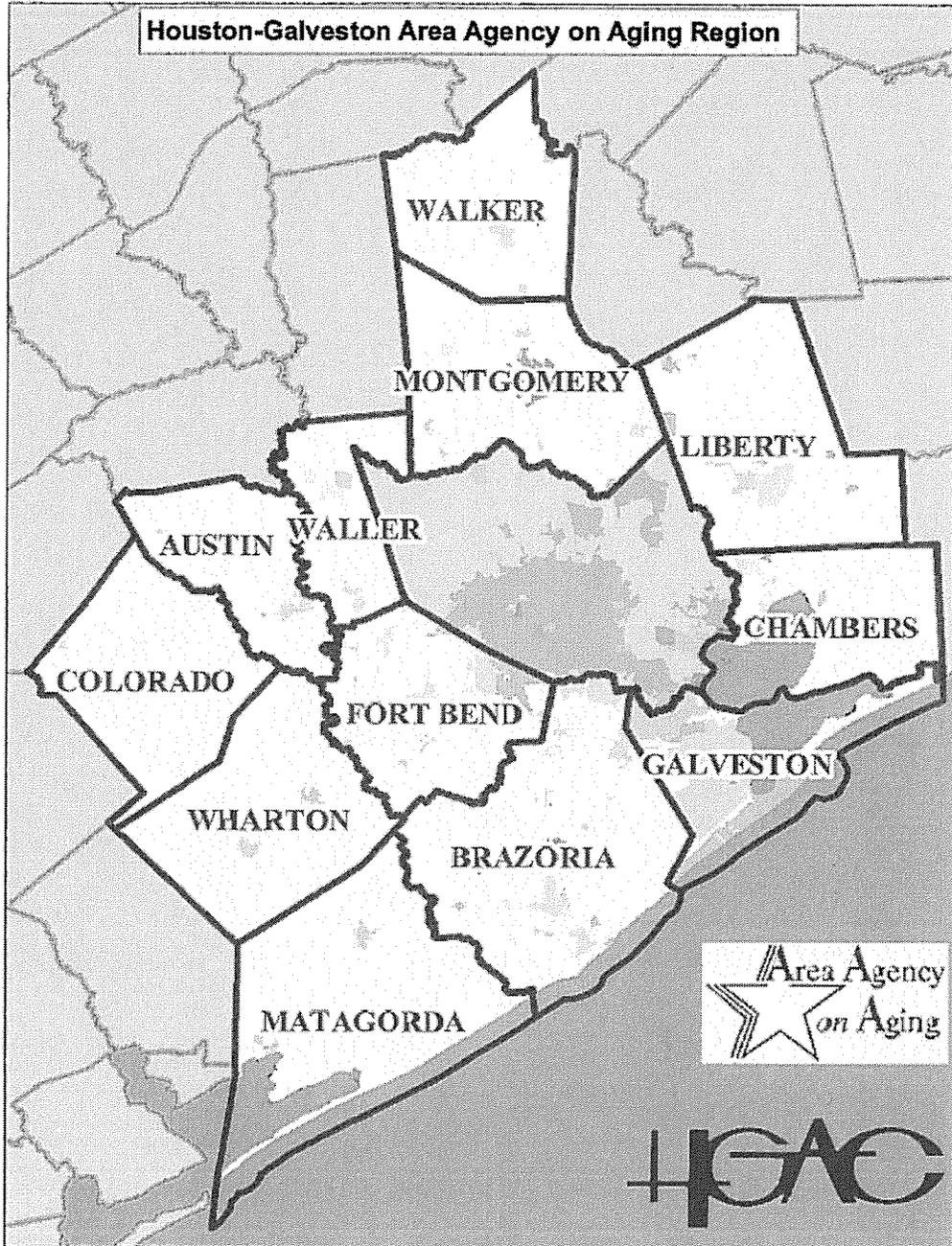
Area 7

- North—U.S. 290 (Northwest Freeway); I-610 (North Loop)
- East--Shepherd
- South—I-10 (Katy Freeway)
- West—Harris County Line

Area 8

- North—Harris County line
- East—I-45 (North Freeway)
- South--I-10 (Katy Freeway); Shepherd; I-610 (North Loop)
- West-- U.S. 290 (Northwest Freeway)

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052



SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

E. Service Categories: Include congregate, home delivered meals, emergency meals, and demand response nutrition services. An offeror may bid on all or any service category listed in the RFP.

IV. Available Funding for Senior Nutrition Program - Funding is provided under the authority of Title III of the OAA through the Department of Aging and Disability Services (DADS), Texas Department of Agriculture (TDA), State General Revenue funds, and the City of Houston's Department of Housing and Community Development Program. The compensation of authorized Provider(s) is contingent upon receipt of adequate funding and Provider resources.

V. Proposal Conditions:

The Area Agencies on Aging:

- Are not obligated to contract with any respondent to this RFP.
- May change any part of this RFP at any time prior to the submission deadline.
- Reserves the right to award none, all, or portions of this RFP, as deemed appropriate.
- Portions of this RFP may be awarded at different times or stages.
- May require offerors to participate in negotiations and submit supporting cost data, technical information, or other revisions as may result from negotiations.
- This RFP is not a contract and does not obligate Area Agencies on Aging to pay for costs incurred prior to the effective date of a written contract or Notice of Obligation, or any expenses incurred after the termination date of the contract.
- Bidders' proposal submission is not a contract and does not obligate Area Agencies on Aging to pay for costs incurred prior to the effective date of a written contract or Notice of Obligation, nor any expenses incurred after the termination date of the contract.
- Consortiums, joint ventures, or teams submitting a proposal will not be considered responsive to this RFP unless they have demonstrated in the proposal narrative that all contractual responsibility rests solely with a lead contractor.
- Lead contractors assume full responsibility for ensuring that work that is subcontracted is complete and delivered on-time.
- All materials submitted to Area Agencies on Aging, including any attachments, appendices, or other information submitted as a part of a proposal, are considered public information, unless otherwise noted in the proposal itself as a trade secret or proprietary information, and become the property of Area Agencies on Aging upon submission and may be reprinted, published, or distributed in any manner by Area Agencies on Aging according to open records laws, requirements of the U.S. Department of Health and Human Services and the State of Texas, and Area Agencies on Aging policies and procedures. Area Agencies on Aging is not responsible for the return of creative examples of work submitted.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

- Reserves the right to require specific modifications to proposals accepted for funding before agreeing to contract, including the increase or decrease in specific line items of cost, modifications to project design, or other modifications, to bring the proposal into compliance with the Act, the Regulations, requirements of this request, and/or Area Agencies on Aging policies.
- Will negotiate any contract approved as a result of this Request and may alter any part of a proposal in negotiating the contract.
- Funds available for contracts authorized from this Request are federal funds passed through the State of Texas. Contractors are required to adhere to requirements of the Governor's Unified Grant and Contract Management Standards and all applicable federal administrative and cost circulars.
- No employee, member of a Board of Directors or other governing body, or representative of an offeror who submits a proposal under this Request may offer any favor, gratuity, inducement, or anything of monetary value to any employee of Area Agencies on Aging or any member of the Area Agencies on Aging Board of Directors for purposes of influencing the evaluation of a proposal submitted under this Request. Area Agencies on Aging will reject the proposals of those bidders who violate this condition.

VI. Available Services – Priority funds under this RFP are for services to prepare and deliver nutritional congregate and/or home delivered meals for the Area Agencies on Aging nutrition providers. All meals must meet the required USDA RDA/DRI's nutritional requirements or other specifications as determined by the Texas Department of Aging and Disability Services. The provider must also include the provision of daily nutrition education information. Available services include:

A. Preparation and Delivery of Congregate and Home Delivered Meals

Type A - Congregate Meals

Standard American Menus with the opportunity for inclusion of culturally-diverse Meal Menus

Type B - Home Delivered Meals

Standard American Menus with the opportunity for inclusion of culturally-diverse Meal Menus

Type C - Shelf Stable Emergency Meals

Standard American Shelf Stable Menus

Type D - Frozen Meals (Home delivered only)

Standard American Menus with the opportunity for inclusion of culturally-diverse Meal Menus

Type E - Holiday Meals (Thanksgiving Day)

Standard American Meal Menu with the opportunity for inclusion of culturally-diverse Meal Menus

Type F - Demand Response Meals

Provision of temporary meals due to short term exigent circumstance

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

Details

A RFP bidder may bid on any **or** all of the above noted meal types.

A **separate** budget must be submitted for **each** meal type for which the bidder intends to bid.

The culturally diverse menu shall be reflective of the Area Agencies on Aging's diverse population.

All menus shall be based on a six week cycle, unless otherwise approved and must include provisions to serve holiday meals during each menu cycle. Holiday meals are designed to be served in accordance with holidays observed by the State of Texas and the Area Agencies on Aging. Holiday Meals should be scheduled for the service day prior to the holiday observance.

A Provider preparing both congregate and home delivered meals may serve the same meal for both congregate and home delivered meals each service day or may provide **options for congregate** meal service to include different choices in the meat entrée, vegetable entrée, etc. Options in the menu choices will be considered **value added** and have the potential to increase the bidder's score.

VII. Meal Packaging Requirements Include:

Packaging of all meals must be in accordance with the Nutrition Standards set forth in Title 40, Chapter 85 of the TAC and other state and local health food ordinances. Samples of the proposed containers/materials are subject to review as a part of the panel review process and during the on-site visit, where applicable. **(A sample of the meal packaging containers to be used for any home delivered meal service must be submitted with the proposal.)**

- A. **Congregate Program Preparation Delivery (Culturally Diverse)** - Food items shall be packaged in bulk containers suitable for congregate serving. Hot food items will be transported in four-inch bulk stainless steel tray pans covered with a transparent film and aluminum foil and a lid to maintain heat. The trays shall be stored in a suitable container that will ensure that safe food temperatures are maintained throughout transport to the nutrition sites. Value added services could include a minimum of one entrée option/choice.

The Provider shall make available the following items for each congregate meal site unless otherwise noted:

- Disposable plastic/latex gloves
- 3 mil, 55 gallon garbage bags as needed
- Disposable eating utensil serving pack
- Salt and pepper
- Condiments to include hot sauce, if requested

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

- B. **Home Delivered Meals (Culturally Diverse)** – Packaged meals shall be provided in individually sealed containers suitable for delivery to older individually homebound participants. Hot food items shall be portioned in individual sectional trays that provide sectional spill proof assurances that are suitable for heating in microwave and conventional ovens. Cold food items shall be portioned in individually sealed serving cups that are leak proof and sanitary. Menus and/or containers for all meal categories should include meal labels that detail meal contents.
- C. **Frozen Meals** - must be packaged with materials suitable for storage and heating in a microwave and a conventional oven.

Note: These meals must comply with the United States Department of Agriculture and State of Texas, Department of Health Retail Foods Division regulations. Confirmation of compliance and content, by weight, must be printed on the label of each meal purchased.

- D. **Shelf Stable Meals** are to be packaged as individual meals suitable for storage having a shelf life of no less than one (1) year. A minimum of five-day supply per estimated number of daily participants (8000) of shelf stable meals must be available and on hand, accessible on demand, in the event of an emergency.
- E. **Thanksgiving Day Holiday Meal for the HCAAA** – These meals are the only exception to meals required to meet the 1/3 DRI. The meal must be nutritious and appealing. Distribution includes delivery of an estimated 4,000 meals delivered between 8-10 designated locations on Thanksgiving morning. Meals shall be packaged in individually sealed containers suitable for delivery to eligible older individuals. Hot food items shall be portioned in individual sectional trays with covers suitable for heating in the microwave and conventional ovens. Cold items shall be portioned in individually sealed packaging that is leak proof and ensures a safe temperature. A disposable eating utensil packet must accompany each meal that includes a moist wipe/sanitation hand wipe. This meal is currently provided only on Thanksgiving morning but could extend to other major holidays.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

VIII. SERVICE DESCRIPTION

A. Meal Preparation

1. Food service shall be prepared in a central kitchen(s) of appropriate size to prepare at least the minimum number of meals set forth in the agreement.
2. Provider shall provide the facility and all meal preparation equipment.
3. Provider shall provide adequate building insurance for the food preparation area/commissary.

B. Administrative Management

The food service provider(s) shall have an on-site manager. The manager must have a working knowledge of nutrition programs. The manager shall be available to participate in Area Agencies on Aging Contractors' meeting(s) and address problems and issues related to the food service. In the event that the dedicated manager is absent or unavailable to perform his/her duties, the Provider shall designate an experienced substitute manager.

The manager will hire appropriate food service staff necessary to prepare and deliver meals. The food service staff are required to comply with the standards of the DADS, Area Agencies on Aging, City and the County Health Departments.

1. Provider will be responsible for all food service employees' payroll, Workman's Compensation Insurance, Social Security, and other appropriate benefits.
2. Provider will be responsible for all food and packaging products used in preparation of meals.
3. Provider will purchase all required menu ingredients and keep all necessary records of inventory and menu ingredients.

C. Meal Requirements - Provider will prepare standardized meals and other food items in accordance with the following requirements:

1. All meals must incorporate the dietary guidelines of the United States Department of Agriculture (USDA) and DADS. Should these guidelines change, Provider will make the necessary changes to meet the new nutritional standards.

The following dietary guidelines are most appropriate to meal requirements:

- 1) prepare a variety of foods; 2) limit fat, saturated fat, and cholesterol; 3) avoid too much sugar; 4) avoid too much sodium; 5) prepare foods with adequate starch and fiber such as fruits and vegetables; and 6) adequate fluid.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

2. Provider must provide meals that meet the minimum DADS Nutrition Standards and the following Area Agencies on Aging requirements:
 - a. The sodium content of each meal will not exceed a total of 1,200 mg. per week or an average of 240 mg. per day. Therefore, a minimum amount of salt and margarine is to be used in food preparation. Herbs and spices may be used to enhance flavor. Salt free products are encouraged as often as possible.
 - b. Standardized menus and recipes will take into consideration the special needs, preferences, and dietary requirements of older Americans to meet 1/3 of their Dietary Reference Intake (DRI) per meal, including the DRI's for macronutrients 2002.
3. Provider must have a registered dietician who is licensed by the Texas State of Board of Examiners of Dieticians or has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.

D. Menus

1. The Provider shall host or attend quarterly menu planning meetings as required. Menus for all meals will be prepared by a registered dietitian, contracted or employed by the Provider. A six (6) week menu cycle will be prepared four (4) times a year. A sample of a six (6) week cycle should be submitted with each proposal. No meal menu will be repeated more than twice in any menu cycle. Each cycle will run for three (3) months. These menus will comply with the guidelines set forth by the DADS's Title III Nutrition Standards, as amended. Should these guidelines change, the Food Service Provider shall make the necessary changes to meet the new nutritional standards.
2. The approved menus must be followed. Any substitutions must have prior approval of Area Agencies on Aging or its designee and should comply with the DADS standards and requirements. A list of approved substitutions can be developed and approved during the menu meeting(s).
3. Menu items must be descriptive of food served and strictly prepared according to standardized recipes.
4. Menu items must be apportioned according to the appropriate portion sizes.
5. Portion Size Guidelines are as follows:

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

Meat/Entree

Poultry, meat, fish,	3 ounces (cooked)
Casseroles (including 3 oz. meat)	1 cup total per person

Bread or Starches

Pasta & Rice	½ cup
Bread	1 slice
Biscuit	1 (2" diameter)
Dinner roll	1 (2" diameter)
Muffin	1 (2" diameter)
Crackers	3 individual pkgs. of 2
Cornbread	1 piece (1" X 2.5" X 2.5" square)

Vegetables and Fruits

Vegetables (fresh frozen / canned)	½ cup
Beans (dried)	½ cup
Corn	½ cup
Peas	½ cup
Potatoes	½ cup
Tossed Salad	½ cup
Sliced Tomatoes	½ cup or 4 oz. (weight)
Fruit (canned)	½ cup
Fresh Fruit	1 medium Grade A
Dried	½ cup or 4 ounces (1 box raisins)
Melon	1/8 (7" diameter honeydew or cantaloupe)
Jell-O w/fruit	½ cup
Tossed salad	1 – ½ oz. salad mix (Minimum of 4 ingredients – lettuce and carrots mandatory)
Lettuce & Tomato	½ cup shredded lettuce/1 oz. tomato (Cocktail juice for digestion related issues may be provided with medical documentation on file)

Desserts (low sugar deserts)

Plain Cake or brownie	1"x 2-½" x 2½" square
Plain or oatmeal Cookies	3 (2" diameter)
Jell-O, pudding	½ cup
Ginger snaps	4
Vanilla wafers	5
Graham crackers	1 individual pkg. (two 2½" squares)

<p style="text-align: center;">SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052</p>

E. Quality Standards apply to all meal types

1. The Provider will purchase all food items from an accepted source and in accordance with the quality standards set forth in the Title 40 of the TAC.
2. Each day that a meal is served, one sample meal will be kept by the Provider at the kitchen for a seventy-two (72) hour period so that a check can be made against a reported incident of bacterial contamination. The meal may be discarded after the seventy-two (72) hour period.
3. Cooked foods must be served within four (4) hours of preparation. Cold food temperatures must remain below forty-one (41) degrees and hot foods must be maintained at a minimum of 140 degrees Fahrenheit at all times. Thermometers used will be certified as calibrated against the National Institute of Standards and Technology Traceable Instrumentation and comply with requirements of ISO 9000 certification.
4. The Provider shall prepare, package, and deliver meals in such a manner as to ensure that foods are maintained at appropriate temperatures while transported. This includes use of a heating element for hot foods and ice or other appropriate cooling devices for cold foods. The Provider will maintain an updated and effective food safety and self-inspection system that identifies potentially hazardous foods and proper handling procedures based on the Hazard Analyses and Critical Control Point System (HACCP).
5. Meals will be evaluated by the Area Agencies on Aging or its' designee for nutrient composition, appearance and consumer acceptance. The food service provider will be notified of, and required to make all recommended adjustments by the end of the cycle in which adjustments are recommended.
6. The Provider must ensure that written instructions are on each frozen meal box provided to a participant for frozen and/or chilled meals describing proper heating and storage procedures.
7. Hot meals must be packaged separately and remain segregated from cold foods.

F. Food Quality Specifications apply to all meal types

Bread and Alternates

1. Enriched whole grain breads.
2. 100% whole wheat.

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

Dairy Products

1. Fortified, homogenized, canned, or dried milk.
2. 2% low fat and skim milk fortified with both vitamins A and D.
3. A choice of milk products is **required** for participants. These choices shall include 1% low fat, skim milk, yogurt, chocolate milk, and buttermilk.
4. In consideration for lactose intolerant participants the milk requirement **must** include a substitution of fortified orange juice or yogurt to replace milk options.

Eggs

1. Grade A or Grade AA.

Fats – (Foods containing hydrogenated and or trans fatty acids must be identified and a nutrient analyses provided.) Allowable items include:

1. Fortified margarine made from vegetable oil.
2. Polyunsaturated liquid oil.
3. Low fat alternatives (low-fat plain yogurt, low fat mayonnaise/salad dressing) should be used in the preparation of salads. Low-fat versions of pre-made food products should be used.
4. Sulfides should be kept at a minimum and natural gravies are preferred.

Meat, Fish and Poultry

1. Purchased from State or Federally inspected sources with inspection stamped on on carcass. There shall be no use of any organ meats.
2. Grades of meat selected must be appropriate for the use of which it is intended.
 - a. Beef/Pork - Choice grade for roasts, chops, and steaks. Choice or above grade for ground and stew meat. Stew meat portions should be not be larger than 1/4".
 - b. Poultry - Grade A

Definitions of allowable market forms of chicken:

1. Ready-to-cook chicken – a dressed and eviscerated chicken with head and feet removed.
2. Boneless chicken breast portions – broiler breast segments that have been deboned, sized, and trimmed within narrow weight portions.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

3. Breast half – a broiler or fryer breast quarter with wing removed. It may or may not include a back portion.
 4. Chicken quarters – a breast quarter includes the wing attached to a breast half with ribs and back portion. A leg quarter is a drumstick and thigh portion without rear back portion attached.
 5. Chill pack – a form of refrigeration in which raw chicken products are chilled to 28-32 degrees F and packed in containers without ice or solid carbon dioxide. There may be some ice crystal formation of the surface but the flesh can be depressed by slight pressure with the thumb. Product has a shelf life of 10 to 14 days when maintained at approximately 32 degrees F.
 6. Individually quick frozen (IQF) – Processed chicken products a quick frozen individually to approximately 0-5 degrees F within 60 minutes or less. IQF chicken has a 12 month shelf life if maintained at 0 degrees F.
 7. Vacuum packed – a form of refrigeration in which processed raw chicken products are chilled, packed in synthetic bags, and all environmental air is removed from inside the bag. Carbon dioxide gas or nitrogen gas may be introduced into the package. Vacuum packed chicken have a 10 to 14 day shelf life when maintained at 32° F.
- c. Fish - Definition of allowable market forms of fish.
1. Deboned vertebrate fish or shell fish.
 2. Fresh or frozen freshwater or saltwater varieties.
 3. Stakes, fillets, or sticks. Sticks cut from fillets or steaks.
 4. Breaded frozen fish sticks or fillets made from minced fish may be used if 3 ounces of fish, excluding the bread is provided as a portion.
 5. Canned fish varieties, or fish packed in flexible retort packing as an alternate method is acceptable.
3. Specifications on any meat or poultry roll must be approved by the Area Agencies on Aging or designated dietitian.
 4. All fish products must be purchased from vendors who follow FDA-approved seafood processing, packing, and warehousing regulations for both domestic and foreign exports.

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

5. All meats are to be USDA Prime or Choice, whether prefabricated or cut on the premises. Frozen prepared entrees may be used if the quality is acceptable and 3 oz. of meat is provided.
6. Casseroles shall contain 3 oz. of meat per serving (1 cup total portion size) and served not more than once every 15 days. Meat alternates (cheese or beans) may be used in entree recipes but may not be used to meet the protein requirement. Imitations cheeses are not to be used in any entrée recipes.
7. Meat salads (e.g., chicken salad) will not contain hard cooked egg.
8. Chicken quarters (breast and/or leg quarters) shall be included on the menu cycle at least once in a 15 day planning period.
9. Fish shall be included on the menu cycle at least once in a 20 day planning period.

Vegetables and Fruits:

1. Grade A or Fancy - Excellent in flavor, tenderness and appearance.
2. Frozen vegetables should be first choice in order to provide more nutrient dense and lower sodium meals. Exceptions for large food service operation are canned sweet potatoes, beans, tomatoes and other vegetables that are not sold in a frozen state. If canned vegetables must be used (emergency substitutions), liquid should be drained and product cooked in fresh water and prepared as directed. Vegetables should not be overcooked in order to prevent loss of nutrients. Fresh green vegetables shall be included on the menu cycle at a minimum of every 15 days.
3. Fresh fruit will be served at least two times per week. Canned fruit should be packed in its own juice or water packed. Canned fruit packed in syrup is not acceptable.

G. Special Meal Requirements and Arrangements

1. **Assembled *Boxed Lunch*** - Congregate nutrition subrecipients may order a boxed lunch to be delivered on the day it is to be consumed based on prior notification to the commissary. Each lunch is to be packaged in individual containers.
2. ***Cake for Birthday Parties*** – Each nutrition site is to be provided a decorated sheet cake one day each month as a substitution for the approved dessert item, notwithstanding fresh fruit. In the latter case, both shall be served. The birthday cake shall be provided on the third Thursday of the month.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

3. **Holiday Meal(s)** – Special holiday meals should be prepared for the following six official federal holidays:
- New Years' Eve (January 31st)
 - Independence Day (July 4th)
 - Labor Day
 - Thanksgiving
 - Christmas Eve (December 24th)
 - Christmas (December 25th)

H. USDA Requirement

All meals must comply with the United States Department of Agriculture, State of Texas Department of Health, Retail Food Regulations and DADS requirements.

IX. SERVICE AREA DEFINITION

For the purpose of this proposal, a proposer should submit proposals for all of the defined service areas. Service areas include the following 13 counties: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. The following table reflects the approximate number of meals utilized per Area Agency on Aging based on current utilization levels.

Approximate Number of Meals Served Fiscal Year 2013 by Area Agencies on Aging were:

<u>Congregate Meals</u>	<u>Daily Average</u>	<u>Total for Year</u>	<u>Potential Locations</u>
HCAAA Standard Cong. Meals	1,600	401,600	40
HGAAA Standard Cong. Meals	700	160,000	30
Total	2,300	561,600	70
<u>Home Delivered Meals</u>			
HCAAA Standard HDM Meals	4,000	1,004,000	18
HGAAA Standard HDM Meals	5,800	1,267,500	20
Total			
HCAAA Frozen HDM Meals	Not standard		
HGAAA Frozen HDM Meals	900	237,000	9
Total			
<u>Shelf Stable Meals</u>			
HCAAA 5 pack		30,000	
HGAAA 5 pack		35,250	
Thanksgiving Holiday Meals (HCAAA)		4,000	

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

X. CONTENT AND OPERATION

A. Meal preparation and delivery of hot or other approved meals are to be at a reasonable cost per meal according to projected quantities by type of meal as noted in the attached Meal Preparation Cost Analysis (Rate Quote) Form. The cost of the meal should be quoted on a unit rate basis. See **Exhibit XXII**.

B. Qualifying offerors may submit a proposal for one type of meal service or any combination of meal types.

C. Menu and Instructions (Congregate and Home Delivered Meals)

The qualified bidder(s) shall prepare a six-week menu cycle in accordance with Title 40, Chapter 85 of the TAC setting forth the Nutrition Services requirements for each type of meal. A five day menu is required for shelf stable meals. All meals, congregate and/or home delivered, on any given day will be comprised of the same food items when prepared by the same Provider unless it is value added and includes an entrée option. Eight (8) copies of this menu shall be submitted as part of the proposal. This menu will become a part of the qualifying bid package and will be the cycle menu for the first six weeks of fiscal year 2014 (October 1, 2013 through September 30, 2014). The Area Agencies on Aging or its' designated agent will send approval notification or request for revisions to meal service provider prior to the beginning of the menu cycle.

The Provider shall purchase all food items required in the meal service operation in accordance with the Nutrition Services standards set forth in Title 40, Chapter 85 of the TAC and the Management and Personnel rules for Texas Food Establishments in Title 225, Section 229.163 of the TAC.

Qualifying offerors shall submit a list with the name of the contact person, title, address and phone number of all meal preparation kitchens in which your organization currently prepares meals using the form and instructions attached as **Exhibit XXIII**.

1. Emergency Preparedness
2. In the event of a natural or man-made disaster all meal preparation and delivery must resume within 24 to 48 hours after event. Provide in detail your organization's emergency operations plan to resume service delivery to include evidence of back up location, staffing options, generator with adequate capacity, back up food supply, transportation options etc. See **Exhibit XXV**.

SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.:S55-T25052

3. **Facility and Vehicle(s)**

Provide, in detail, your organization's day to day management plan in the event of unforeseen staffing, facility, and/or vehicle problems (i.e., emergency meal delivery system in the event of delivery truck break down, kitchen production problems, weather related circumstances, etc.) See **Exhibit XXV**.

An inspection of the proposed food preparation area(s) and food transportation vehicles may be conducted by the Area Agencies on Aging or its' designated agent as an integral part of the qualifying process. For offerors who do not have a local facility, an inspection of the closest geographical facility(ies) may be conducted or additional information may be requested.

The successful offeror will have a kitchen dedicated to food preparation with vehicles dedicated to transporting the meals to specific geographic area(s). Please describe the type of equipment that will be used to deliver meals to congregate and home distribution centers. See **Exhibit XXVI**.

A communication device (i.e., cellular phone, radio, etc.) must be in each vehicle during delivery to keep meal nutrition providers abreast of unexpected delivery difficulties.

D. Meal Delivery Documentation

For the purpose of documenting meal delivery, the qualifying Provider shall be responsible for the following:

1. **Kitchen Facilities Meal Delivery Receipt**

- a. Meal delivery receipt (in triplicate) shall be provided to the authorized on-site designee at the time of delivery of the congregate and/or home delivered meals.
- b. The Provider must indicate on the delivery receipt the following:
 - Number of meals ordered
 - The temperatures of the food items at the time of packaging
 - The time of day the meals were placed on or in the delivery vehicle at the production kitchen
- c. The receipt must also include the following (for completion by the nutrition meal provider):
 - Number of meals received
 - Number of meals served
 - Number of meals short of quantity ordered
 - Time of day the food was delivered

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

- Temperature of food at the time meal is delivered to the nutrition site (Does not apply to frozen meals)
 - One additional meal per each home delivered meal route per quarter must be included at no additional charge to the nutrition meal provider for the purpose of internal monitoring. See Title 40 of the TAC.
- d. The Provider shall be responsible for designing and printing the meal delivery receipt to include all necessary information as required by state, city or local regulations as well as the terms of the executed agreement.
2. **Shelf stable meal** delivery receipt must be prepared in triplicate and contain the following information:
- Delivery location and address
 - Date of delivery
 - Number of meals ordered
 - Number of meals delivered
 - Signature line for person receiving the meals
 - Shelf stable life date stamped on product

E. Meal Delivery

1. A copy of the proposed delivery schedule must be included in all eight (8) copies of the proposal for committee review.
2. **Delivery Specifications**
 - a. **Congregate Meals** – Meals to **all** congregate nutrition sites must arrive daily in bulk containers to designated sites no later than 11:30 a.m. Monday thru Friday.
 - b. **Home Delivered Meals** – Meals must be appropriately delivered to all distribution sites no later than 11:00 a.m. Monday through Friday.
 - c. **Commissary Pickup** – If a Nutrition Contractor opts for commissary pick up, the Food Service provider shall have staff sufficient to load meals at the commissary/kitchen beginning at 10:00 a.m.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

F. Meal Replacement and Substitution

1. **Meal Replacement/Substitution** - In the event that the Provider fails to deliver meal(s) or any portion of the meal(s) or other food items as specified below, the Director(s) of the Area Agency on Aging or his/her designee may authorize the nutrition provider to procure a reasonably equivalent meal or meals or other food items from another source.

The costs of such replacement of food items shall be deducted from any payments due to the Provider plus any expense incurred in procuring such replacement. The following percentage reduction formula will be used:

<u>Item</u>	<u>Percent</u>
Meat Item	100
Vegetable	50
Vegetable/Fruit/Salad	50
Bread	25
Butter, if on menu	25
Dessert	50
Milk	25

The Provider will not be penalized for more than 100% of the total meal cost if any of the above-referenced items are missing. **The Provider will be required to compensate the nutrition provider(s) for costs of replacing/substituting the missed meal(s).**

Neither party shall be held responsible to the other for any losses resulting from the delay or failure to perform to the extent that said party is delayed or prevented by Federal, State, or Municipal action; war, revolution, riot, fire, flood, Act of God; or any other cause proven not to be within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, the party is unable to prevent.

XI. MONITORING

The Area Agency on Aging or its' designated agent will conduct annual on-site visits of the qualified bidder's operation in accordance with the Texas Department on Aging pursuant to the Nutrition Services rules in Chapter 40, Section 85 of the TAC and the Area Agency on Aging's Policies and Procedures Manual. Monitoring for compliance with the Texas Department of Health Retail Food Division Regulations and the approved City Food Ordinance Policy will be conducted in consultation with the City and County Health Departments or other regulating entities.

The Area Agencies on Aging's, their authorized agent(s), the representative of the Administration for Community Living (ACL), the Department of Agriculture, the Texas Department on Aging and Disability Services (DADS), the City and County Health officials, (where applicable) shall have the right to conduct on-site monitoring visits of the service operation, including food preparation facilities and delivery equipment.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.:S55-T25052

XII. COMPLIANCE WITH AUTHORITIES/ACCESS TO RECORDS

The following provisions shall apply to the operation of the nutrition service program:

- A. The Texas Department of Health, Retail Food Division Regulations, the Nutrition Service Standards of the Texas Department of Aging and Disability Services under Title 40, Chapter 85 of the TAC, City and County Food Ordinances/Orders, , and other applicable regulations.
- B. The Area Agencies on Aging and designated personnel shall review of the food service contract to ensure compliance with local, state, and federal regulations.
- C. The Area Agencies on Aging's representatives or designated agents shall have the right and authority to:
 - 1. Inspect food and supplies to determine compliance with specifications.
 - 2. Inspect the Provider's meal preparation, packaging, and storage areas, the food carriers, and the vehicles used in transporting prepared meals and other food to the nutrition and distribution sites at any time.
 - 3. Inspect and determine the adequacy of the Provider's storage and record keeping practices to ensure proper accountability for all food supplies.
 - 4. Have access to all related food and equipment inventory control records upon request.
- D. The Provider may be asked to provide an Accounts Receivable Aging Report to the Area Agencies on Aging or his/her designee on a quarterly basis.
- E. The Provider will be required to conduct an annual client satisfaction survey. Client satisfaction survey results are due to the Area Agencies on Aging on or before April 30th for each year.
- F. The Provider shall be required to conduct and/or participate in:
 - ♦ Quarterly Menu Meetings
 - ♦ Quarterly Nutrition In-services

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.S55-T25052

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

5.1 Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:

5.1.1 A brief statement of the Proposer understanding of the work to be done; and

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP's intended Scope of Work.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.S55-T25052

6.0 **PROPOSED EQUIPMENT:**

6.1 Provide complete equipment description, design, functions, and technical specifications that are being proposed for usage.

7.0 **FINANCIAL STATEMENTS:**

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 **CONTENTS:**

8.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:

8.1.1 Title Page, including the Solicitation Number.

8.1.2 Signed and Notarized Offer and Submittal Form (**Exhibit I**)

8.1.3 Proposal Summary (Please use **Exhibit XI** and the instructions included thereon to provide this information).

8.1.4 Letter of Transmittal

8.1.5 Expertise/Experience (Organizational Capacity/Experience)/Reliability Statement (Please use **Exhibit XII** and the instructions included thereon to provide this information).

8.1.6 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel

8.1.6.1 A statement regarding your Personnel's Experience (Please use **Exhibit XIII** and the instructions included thereon to provide this information).

8.1.7 Proposed Strategy/Operational Plan, including:

- A Description of the Proposed Meal Preparation and Service Delivery Plan (Please use **Exhibit XIV** and the instructions included thereon to provide this information).
- A Description of Home Delivered Meal Preparation and Delivery Service to Geographically Isolated Consumers (Please use **Exhibit XV** and the instructions included thereon to provide this information).
- List of Contracted Services – (Please use **Exhibit XVI** and the instructions included thereon to provide this information).
- Narrative of Delivery of Services – (Please use **Exhibit XVII** and the instructions included thereon to provide this information).
- Narrative of Home Delivered Meal Preparation and Delivery Service to Geographically Isolated Consumers – (Please use **Exhibit XVIII** and the instructions included thereon to provide this information).
- Narrative Description of Frozen Meal Preparation and Delivery Service to Geographically Isolated Consumers – (Please use **Exhibit XIX** and the instructions included thereon to provide this information).
- Description of holiday meal program to congregate sites. (Please use **Exhibit XX** and the instructions included thereon to provide this information). Proposed 6-Week Cycle Menus with analysis (Please use **Exhibit XXI** and the instructions included thereon to provide this information).
- Proposed Food Delivery Schedule (Please use **Exhibit XXII** and the instructions included thereon to provide this information).

8.1.8 Description of Value Added Services (Please use **Exhibit XXIII** and the instructions included thereon to provide this information).

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.S55-T25052

- 8.1.10 Proposed Equipment, including Vehicles – (**Exhibits XXIV and XXVI**)
- 8.1.11 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
- 8.1.12 Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, and Attachment “B” Letter of Intent (**Exhibit II**)
- 8.1.13 List of References, List of Previously Contracted Meal Services, List of All Meal Preparation Kitchens and List of Proposed Subcontractors (**Exhibit I**)
- 8.1.14 Meal Preparation Bid Form (Please use **Exhibit III** and the instructions included thereon to provide this information).
- 8.1.15 Provide proof of insurance. (See requirements and sample attached as **Exhibit IV**)
- 8.1.16 Fair Campaign Ordinance Form “A” (**Exhibit V**)
- 8.1.17 Affidavit of Ownership or Control (**Exhibit VI**)
- 8.1.18 Drug Compliance Agreement Attachment “A” and Contractor’s Certification of No Safety Impact Positions Attachment “C” (**Exhibit VII**)
- 8.1.19 Anti-Collusion Statement (**Exhibit VIII**)
- 8.1.20 Conflict of Interest Questionnaire (**Exhibit IX**)
- 8.1.21 City Contractors’ Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (**Exhibit X**)
- 8.1.22 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952) or submit copy with proposal.
- 8.1.23 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals
- 8.1.24 Please detail the cost per meal for the expense associated with preparing and delivering the meal(s) you are bidding on using the Meal Preparation Unit Cost Analysis form(s) attached as **Exhibit XXII**.
- 8.1.25 Please provide the contact information, including facility name, contact name, address, etc., for all meal preparation kitchens for whom your organization prepares meals on the form attached as **Exhibit XXIII**.
- 8.1.26 An Emergency Preparedness narrative (Please use **Exhibit XXV** and the instructions included thereon to provide this information).
- 8.1.27 Attach a Sample of Packaging Container

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.S55-T25052

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EVALUATION AND SELECTION PROCESS

SOLICITATION NO.:S55-T25052

1.0 EVALUATION SUMMARY:

1.1 The evaluation committee will develop a short list of Proposer(s) based upon the initial review of each Proposal received. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. The review will consist of proposal submission, evaluation committee review, on-site visit(s), the scoring process, recommendation to director, and City Council approval and award. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed below:

2.1.1 **Level One – Completeness of Submission.** This phase will include the review of all required submission information of the proposal as noted in the Proposal Submission Format. Any required documents not included or not signed by the authorized officer or an authorized representative shall deem the proposal ineligible for further review.

Level one shall include a technical review of proposal submission:

1. Required documentation for completeness of submission
2. Administration Requirements
3. Program/Delivery Plan
4. Narrative Summary

Every proposal submission must meet the first level of evaluation prior to being considered for additional evaluation levels. Once a proposal has met the requirements of Level One of evaluation, it will be reviewed during each of the remaining five (5) levels of evaluation.

2.1.2 **Level Two – Evaluation Committee.** The evaluation committee will consist of, but not limited to, members of the Area Planning Advisory Council (APAC), licensed, registered dieticians of the State of Texas, and representatives of the Houston Department of Health and Human Services. The proposal evaluation committee members will review the content of each proposal in the area of administration, program and service delivery, and budget. Panel members will score proposals independently. At this time, the evaluation committee members may submit written questions to the bidder based on the review of their proposal. Responses to the written questions are to be addressed at the presentation to the evaluation committee.

EVALUATION AND SELECTION PROCESS
SOLICITATION NO.:S55-T25052

Level two shall include a panel review of the bidder by the evaluation committee.

1. Each bidder will be given an opportunity to present its proposal, in person, to the review committee and respond to any questions the committee members may have. The review process will be held in Houston, Texas.
2. Bidder meeting the qualifications of Level Two will be scheduled for the committee to conduct an on-site visit of the facility.

2.1.3 **Level Three - On-site visit.** A site visit of the proposed kitchen(s) will be made by members of the evaluation committee.

1. The on-site visit will be for the purpose to tour the facility, inspect appearance and condition of commissary/kitchen, vehicles, equipment, and property. This review could also include a City of Houston health department inspector.

2.1.4 **Level Four** - The evaluation committee will score proposals based on a point system and submit the final scores with recommendations for contract award to the Director of the Area Agency on Aging and the Director of the Department of Health and Human Services.

2.1.5 **Level Five** - On the recommendation of the Director, contracts will be forwarded to City Council for consideration.
The Mayor and City Council maintain final authority in awarding or denying contracts for aging services.

2.1.6 **Level Six** – All bidders shall receive official notification of the award status.

Please note the scoring category weights below:

EVALUATION AND SELECTION PROCESS SOLICITATION NO.:S55-T25052

<u>Item Scored</u>	<u>Maximum Score</u>
I. Responsiveness to RFP	<u>20</u>
A. Meal delivery system and vehicle	
B. Packaging	
C. Communication system(s)	
D. Emergency Preparedness	
II. Organizational Capacity	<u>20</u>
A. Facility Capacity	
B. Personnel Experience	
C. Staffing	
D. Kitchen equipment capacity	
III. Organizational History	<u>25</u>
A. Length of time in business	
B. Length of time in direct meal service	
C. Financial statement	
D. Size of previous contracts	
E. References – Exhibit I	
IV. Meal Preparation Package	<u>20</u>
A. Type of meals in bid	
B. Proposed unit price	
C. Unit cost – Exhibit XXII	
D. Inclusive of all meals and areas	
V. Menus	<u>30</u>
A. Nutrition analyses	
B. Meal diversity as related to target population	
C. Frequency of menu being repeated	
D. Nutrition education resources	
E. Quality of food types	
F. Value Added (5 points)	
VI. Meal Preparation Facility Inspection	<u>30</u>
A. Dedicated Kitchen	
B. Cleanliness	
D. Routing system	
E. Vehicle Inspection - Exhibit XXIV	
F. Meal production capacity	
G. Equipment appropriateness, maintenance – Exhibit XXVI	
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/>
TOTAL	145

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.:S55-T25052**

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.:S55-T25052

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO.:S55-T25052

LIST OF CONTRACTED MEAL SERVICES CUSTOMERS

(Please print or type information in below.)

1. Customer's Name: _____ Phone No.: _____
 Address: _____
 Contract Award Date: _____ Contract Completion Date: _____
 Contract Name/Title: _____
 Contract Value: _____
 System Description: _____

2. Customer's Name: _____ Phone No.: _____
 Address: _____
 Contract Award Date: _____ Contract Completion Date: _____
 Contract Name/Title: _____
 Contract Value: _____
 System Description: _____

3. Customer's Name: _____ Phone No.: _____
 Address: _____
 Contract Award Date: _____ Contract Completion Date: _____
 Contract Name/Title: _____
 Contract Value: _____
 System Description: _____

4. Customer's Name: _____ Phone No.: _____
 Address: _____
 Contract Award Date: _____ Contract Completion Date: _____
 Contract Name/Title: _____
 Contract Value: _____
 System Description: _____

**LIST OF MEAL PREPARATION KITCHEN(S) LOCATIONS FOR WHOM YOUR ORGANIZATION
 PREPARES MEALS**

(Please print or type information in below.)

Name of Kitchen Location Facility	Contact's Name	Street Address	City	State	Zip Code	Phone No.	Max. Capacity (No. of Meals/Day)

EXHIBIT I – REFERENCES
SOLICITATION NO.:S55-T25052

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.:S55-T25052**

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EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S55-T25052

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S55-T25052

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE