

CITY OF HOUSTON
REQUEST FOR PROPOSALS (RFP)
AREA AGENCY ON AGING FOOD SERVICE
PROVIDER IN HARRIS COUNTY AND THE 12
SURROUNDING COUNTIES
SOLICITATION NO.: S60-T29414

Date Issued: September 11, 2020

Pre-Proposal Teleconference: September 23, 2020 @ 10:00 A.M
Teleconference no: 936-755-1521
Access Code: 449-509-140#

**Pre-Proposal Questions
Deadline:** September 30, 2020 @ 4:00 P.M

Solicitation Due Date: October 22, 2020 @ 10:00 A.M., CST

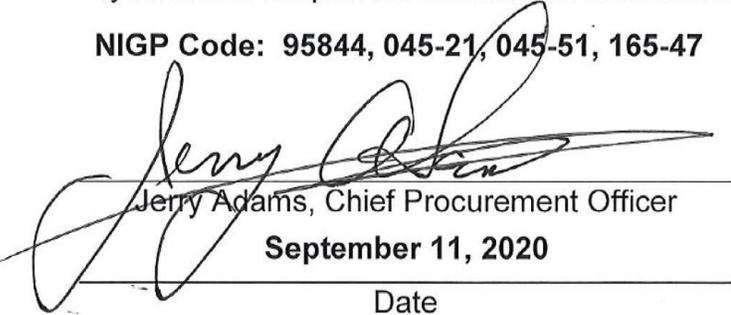
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Project Summary: This is for a three (3) year contract with two (2) one-year options to renew annually, for a maximum five-year contract term for Nutrition & Transportation Services for the Houston Health Department, Harris County Area Agency on Aging.

Project Description: This RFP is to secure an effective and diverse preparation and delivery system that will provide nutrition services meeting all city and state requirements.

NIGP Code: 95844, 045-21, 045-51, 165-47

MWBE Goal: 0%



Jerry Adams, Chief Procurement Officer

September 11, 2020

Date

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PART I – General Information

A. General Information

The City of Houston (“City”) is currently seeking proposals from qualified **Food Service Provider/Contractor(s) in the Harris County and the 12 Surrounding Counties** for the Houston Health Department (HHD), Harris County Area Agency on Aging (HCAAA) and the Houston-Galveston Area Agency on Aging (HGAAA).

During the contract period, the Contactor shall establish a close working relationship with the City and shall provide services to prepare and deliver meals that will meet the City and State requirements.

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of all work services, to include all labor, supplies, materials, parts, transportation, insurance, and incidentals.

B. Proposer Minimum Requirements

Offerors must be able to provide documentation of:

- 1) 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.
- 2) Demonstrate ability to adequately meet the daily meal capacity enough to supply the needs set forth in this RFP.
- 3) USDA Requirement: All meals must comply with the United States Department of Agriculture (USDA), State of Texas Department of Health, Retail Food Regulations, Health Human Services Commission pursuant to the Nutrition Services rules in Chapter 40, Section 85 of the TAC requirements.
- 4) 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.
- 5) Qualifying providers 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 **Addendum F**.
- 6) Free from government fund debarment or suspension.
- 7) Maintain facilities and personnel policies that meet the Americans with Disabilities Act.
- 8) Maintain insurance that protects the health and safety of consumers and employees and provide valid certificate(s) of insurance upon request. (Refer to the Template Contract, Insurance Section.
- 9) Maintain bonding of all employees.
- 10) Provide an independent audit for the past fiscal year.
- 11) Maintain at least 90 days operating revenue.
- 12) Subcontracting for any of the approved meals is permissible and shall be subject to the standard Dietary Reference Intake (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.

- 13) Provider submissions shall include a description of provider's ability to maintain compliance with the requirements of the Texas Health and Human Services Commission 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, Sections 85.301 and 85.302 of the Texas Administrative Code General Service.

C. City of Houston Background

The City is the fourth largest City in the United States and is composed of 23 departments with multiple physical locations throughout the geographical boundaries of the City. The City has approximately 23,000 employees with approximately 500 employees involved in the procurement and/or contracting process. Contracts where the City must pay in excess of \$50,000 are routed to City Council for approval. The annual volume of contracts and purchase orders issued by the City in the last five years has ranged from 19,000 to 23,000.

D. Solicitation Schedule

Listed below are the important dates for this Request for Proposals (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	September 11, 2020
Pre-Proposal Conference	September 23, 2020
Questions from Proposers Due to City	September 30, 2020
Proposals Due from Proposers	October 22, 2020
Notification of Intent to Award (<i>Estimated</i>)	November 13, 2020
Council Agenda Date (<i>Estimated</i>)	December 16, 2020
Contract Start Date (<i>Estimated</i>)	December 18, 2020

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PART II –INTRODUCTION TO SCOPE OF WORK

Introduction

The HCAAA and the HGAAA issue this Request for Proposals (RFP) on behalf of the approved Nutrition in the 13-county region. For purposes of this document the following counties will be referred to as the 13-county region: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Waller, Walker, and Wharton. For purposes of this document, HCAAA and the HGAAA 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 HGAAA 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 must be approved by the Health and Human Services Commission (HHSC) prior to the beginning of service delivery.

HCAAA and HGAAA seeks a prospective qualified and experienced provider 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 Health and Human Services Commission (HHSC), 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.

The City intends to award a contract to responsible provider (s) whose proposal, conforming to this RFP, is most advantageous to the City with the initiative.

A. Purpose:

The City seeks proposals from qualified 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 to designated congregate meal sites, and home delivered meal nutrition sites for HCAAA and HGAAA.

The awarded provider(s) shall be responsible for preparing, dispensing and delivery of all meals for congregate and/or home delivered meal nutrition sites in the 13-county region services to the congregate meal sites as described in the scope of work, and all other terms established in this solicitation resulting in a contract.

B. Authorization and Responsibility of the Agency

The City of Houston, as designated by Health and Human Services Commission (HHSC), has full authority and responsibility for funds and services authorized under Title III of the Older Americans Act (OAA) of 1965, and as amended. These funds are disbursed by the U.S. Department of Health and Human Services through the Texas Health and Human Services Commission and administered by the HCAAA and HGAAA Senior Programs. The HCAAA and HGAAA Senior Programs assist older adults, who reside in the 13-county region with procurement of preparing, dispensing and delivery of all meals for congregate and/or home delivered meal nutrition sites.

C. Funding Available

Primary funding is available through the OAA of 1965 and its subsequent amendments to include Title III of the OAA administered through Administration for Community Living (ACL) through the Health and Human Services Commission (HHSC), 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, matching funds, and additional fiscal sources related to nutrition.

Available Funding for Senior Nutrition Program - Funding is provided under the authority of Administration for Community Living (ACL).

D. Administration

The Harris County and Houston-Galveston Area Agencies on Aging are responsible for the solicitation, review and approval of the RFP:

Harris County Area Agency on Aging (HCAAA)
8000 North Stadium Drive, Third Floor
Houston, Texas 77054
And

Houston-Galveston Area Agency on Aging (HGAAA)
3555 Timmons Lane, Suite 120
Houston, Texas 77027

- E. Nutrition Provider Complaint and Appeals** – The Provider shall ensure that the provider has written complaint procedures established for use by the provider 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. Provider(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 provider 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.

- G Confidentiality** - Provider 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 85.201 of the TAC, and 45 CFR 1321.51 for service requirements.

- H. **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.

PART III SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.0 Service Areas

Include approved sites in Harris, Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. A provider 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.

Refer to Addendums:

- o A-1 HCAAAA Senior Citizens map
- o A-2 Providers Center Locations
- o A-3 HCAAAA Service Boundaries
- o A-4 HCAAAA List of Service Boundaries
- o B-1 HGAAA Senior Citizens map
- o B-2 HGAAA Senior Citizens List of Locations

2.0 Service Categories: (A provider may bid on one or more service categories listed in the RFP)

- a) Congregate meals
- b) Home delivered meals
- c) Dietetic meals
- d) Shelf stable emergency meals
- e) Holiday meals (Thanksgiving Day)

3.0 Proposal Conditions:

The Area Agencies on Aging:

- a) Are not obligated to contract with any respondent to this RFP.
- b) May change any part of this RFP at any time prior to the submission deadline.
- c) Reserves the right to award none, all, or portions of this RFP, as deemed appropriate.
- d) Portions of this RFP may be awarded at different times or stages.
- e) May require providers to participate in negotiations and submit supporting cost data, technical information, or other revisions as may result from negotiations.

- f) 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.
- g) 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.
- h) 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 provider.
- i) Lead providers assume full responsibility for ensuring that work that is subcontracted is complete and delivered on-time.
- j) All materials submitted to Area Agencies on Aging, including any attachments, addendums, 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.
- k) 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.
- l) Will negotiate any contract approved as a result of this request and may alter any part of a proposal in negotiating the contract.
- m) Funds available for contracts authorized from this request are federal funds passed through the State of Texas. Providers are required to adhere to requirements of the Governor's Unified Grant and Contract Management Standards and all applicable federal administrative and cost circulars.
- n) No employee, member of a Board of Directors or other governing body, or representative of a provider 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.

4.0 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 Recommended Dietary Allowance (RDA) / Dietary Reference Intakes (DRI) nutritional requirements or other specifications as determined by HHSC. The provider must also include the

provision to develop an annual nutrition education curriculum and provide an annual training to HCAAA and HGAAA subcontractors. Available services include:

4.1 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 – Chilled Meals

Standard American Refrigerated Chilled Meals with no less than 10-day refrigeration (41 ° below) life from delivery.

Type G - Demand Response Meals

Provision of temporary meals due to short term exigent circumstance.

4.2 Details

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

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

4.2.3 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.

4.2.4 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 entree, vegetable entree, etc. Options in the menu choices will be considered value added and have the potential to increase the bidder's score.

5.0 Meal Packaging Requirements Include:

Packaging of all meals must be in accordance with the Nutrition Standards set forth in Title 40, Chapter 85, Title 25, Chapter 229, 431,434 and 438 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 Evaluation Committee 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).

5.1 Congregate Program Preparation Delivery (Culturally Diverse)

- 5.1.2. Food items shall be packaged in bulk containers suitable for congregate serving.
- 5.1.3. 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.
- 5.1.4. The trays shall be stored in a suitable container that will ensure that safe food temperatures are maintained throughout transport to the nutrition sites.
- 5.1.5. Value added services could include a minimum of one entree option/choice.

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

- a) Disposable plastic/latex gloves
- b) 13 mil, 55-gallon garbage bags as needed
- c) Disposable eating utensil serving pack
- d) 1 Salt and pepper
- e) Condiments to include hot sauce, if requested

5.2 Home Delivered Meals (Culturally Diverse)

- 5.2.1. Packaged meals shall be provided in individually sealed containers suitable for delivery to older individually homebound participants.
- 5.2.2. 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.
- 5.2.3. Cold food items shall be portioned in individually sealed serving cups that are leak proof and sanitary.
- 5.2.4. Menus and/or containers for all meal categories should include meal labels that detail meal contents.

5.3 Frozen Meals - must be packaged with materials suitable for storage and heating in a microwave and a conventional oven.

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.

5.4 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.

5.5 Thanksgiving Day Holiday Meal for the HCAAA

- 5.5.1 These meals are the only exception to meals required to meet the 1/3 DRI. The meal must be nutritious and appealing.
- 5.5.2 Distribution includes delivery of an estimated 4,000 meals delivered between 8-10 designated locations on Thanksgiving morning.
- 5.5.3 Meals shall be packaged in individually sealed containers suitable for delivery to eligible older individuals.
- 5.5.4 Hot food items shall be portioned in individual sectional trays with covers suitable for heating in the microwave and conventional ovens.
- 5.5.6 Cold items shall be portioned in individually sealed packaging that is leak proof and ensures a safe temperature.
- 5.5.7 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.

5.6 Chilled

- 5.6.1 These meals must be held at temperatures at or below 41 degrees until served, packaged for delivery or until cooked, and are usually intended to be consumed on a day other than the day delivered.
- 5.6.2 Includes chilled plated meals, Modified Atmosphere Packaging or Reduced Oxygen Packaging chilled meals.
- 5.6.3 Does not refer to cold sides in a hot meal, such as a salad.

6.0 **Service Description**

6.1 Meal Preparation

- 6.1.1 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.
- 6.1.2 Provider shall provide the facility and all meal preparation equipment.
- 6.1.3 Provider shall provide adequate building insurance for the food preparation area/commissary.
- 6.1.4 Provider shall adhere to health and safety inspections.

6.2 Administrative Management

- 6.2.1 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 Subcontractors' meeting(s) and address problems and issues related to the food service. If 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 HHSC, HCAAA, HG-AAA, City of Houston and Harris County Health Departments.

- 6.2.1.1 Provider will be responsible for all food service employees' payroll, workman's compensation insurance, social security, and other appropriate benefits.
- 6.2.1.2 Provider will be responsible for all food and packaging products used in preparation of meals.
- 6.2.1.3 Provider will purchase all required menu ingredients and keep all necessary records of inventory and menu ingredients.

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

- 6.3.1 All meals must incorporate the dietary guidelines of the United States Department of Agriculture (USDA) and HHSC. Should these guidelines change, the 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
- 6) Adequate fluid

- 6.3.2 Provider must provide meals that meet the minimum HHSC Nutrition Standards and the following Area Agencies on Aging requirements:

- 1) 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 to meet 1/3 of their Dietary Reference Intake (DRI) per meal.
- 2) Standardized menus and recipes will take into consideration the special needs, preferences, and dietary requirements of older citizens to meet 1/3 of their Dietary Reference Intake (DRI) per meal, as noted in the Nutrition Standards Dietary Reference Intakes and Dietary Guidelines for Americans (AAA-PI 314).

- 3) Provider must have a registered dietician who is licensed by the Texas State Board of Examiners of Dietitians or has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.

6.4 Menus

- 6.4.1 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. 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 HHSC'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.
- 6.4.2 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 HHSC standards and requirements. A list of approved substitutions can be developed and approved during the menu meeting(s).
- 6.4.3 Menu items must be descriptive of food served and strictly prepared according to standardized recipes.
- 6.4.4. Menu items must be apportioned according to the appropriate portion sizes.
- 6.4.5 Portion Size Guidelines are as follows:

Meat/Entree	Poultry, meat, fish, Casseroles (including 3 oz. meat)	3 ounces (cooked) 1 cup total per person
Bread or Starches	Pasta & Rice	½ cup
	Bread	1 slice
	Biscuit, Dinner roll, or 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), Beans (dried), Corn Peas Potatoes, Fruit (canned)	½ cup
	Sliced Tomatoes	½ cup or 4 ounces
	Fresh Fruit	1 medium Grade A
	Dried Fruit	½ cup or 4 oz. (weight) (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, Brownie,	1"x 2-½" x 2½" square
	Plain or Oatmeal Cookies	3 (2" diameter)
	Ginger snaps	4
	Vanilla Wafers	5
	Graham Crackers	1 individual pkg. (two 2½" squares)
	Jell-O, pudding	½ cup

6.5 Quality Standards Apply to All Meal Types

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 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 always be maintained at a minimum of 140 degrees Fahrenheit. 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.
- 6.5.4 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).
- 6.5.5 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.

6.5.6 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.

6.5.7 Hot meals must be packaged separately and remain segregated from cold foods.

6.6 Food Quality Specifications apply to all meal

6.6.1 Types of Bread and Alternates

- a) Enriched whole grain breads
- b) 100% whole wheat

6.6.2 Dairy Products

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

6.6.3 Eggs

- a) Grade A or Grade AA

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

- a) Fortified margarine made from vegetable oil
- b) Polyunsaturated liquid oil
- c) 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.
- d) Sulfides should be kept at a minimum and natural gravies are preferred.

6.6.5 Meat, Fish and Poultry

6.6.5.1 Purchased from State or Federally inspected sources with inspection stamped on carcass. There shall be no use of any organ meats.

6.6.5.2 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.
- 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° 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° F.
- 6) Individually quick frozen (IQF) - Processed chicken products a quick frozen individually to approximately 0°-5° F within 60 minutes or less. IQF chicken has a 12-month shelf life if maintained at 0°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 has a 10 to 14-day shelf life when maintained at 32° F.

C) Fish Definition of allowable marker forms of fish.

- a) Deboned vertebrate fish or shell fish.
- b) Fresh or frozen freshwater or saltwater varieties.
- c) Stakes, fillets, or sticks. Sticks cut from fillets or steaks.
- d) 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.
- e) Canned fish varieties, or fish packed in flexible retort packing as an alternate method is acceptable.

6.6.5.3 Specifications on any meat or poultry roll must be approved by the Area Agencies on Aging or designated dietitian.

6.6.5.4 All fish products must be purchased from vendors who follow FDA-approved seafood processing, packing, and warehousing regulations for both domestic and foreign exports.

- 6.6.5.5 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.
- 6.6.5.6 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 entree recipes.
- 6.6.5.7 Meat salads (e.g., chicken salad) will not contain hard cooked egg.
- 6.6.5.8 Chicken quarters (breast and/or leg quarters) shall be included on the menu cycle at least once in a 15-day planning period.
- 6.6.5.9 Fish shall be included on the menu cycle at least once in a 20-day planning period.

6.6.6 Vegetables and Fruits:

- a) Grade A or Fancy - Excellent in flavor, tenderness and appearance.
- b) 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.
- c) 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.

6.6.7 Special Meal Requirements and Arrangements

- a) 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.
- b) 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, not-with-standing fresh fruit. In the latter case, both shall be served. The birthday cake shall be provided on the third Thursday of the month.
- c) Holiday Meal(s) - Special holiday meals should be prepared for the following six official federal holidays:
 - o New Year's Eve (December 31)
 - o Independence Day (July 4)
 - o Thanksgiving
 - o Christmas Eve (December 24)
 - o Christmas Day (December 25)

7.0 Service Area Definition

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 2019 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	1,400	350,000	35-40
HGAAA Standard Cong. Meals Total	700	160,000	30
	2,100	510,000	70
<u>Home Delivered Meals</u>			
HCAAA Standard HDM Meals	4,000	1,004,000	18
HGAAA Standard HDM Meals Total	4,400	1,100,000	20
HCAAA Frozen HDM Meals	Not Standard		
HGAAA Frozen HDM Meals	900	237,000	9
Total			
Shelf Stable Meals			
HCAAA 5pack		30,000	
HGAAA 5pack		35,250	
Thanksgiving Holiday Meals (HCAAA)		4,600	

8.0. Content and Operation

- 8.1. 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 Price Proposal/Rate Quote Form. The cost of the meal should be quoted on a unit rate basis Refer to the **Price Proposal, Attachment 1**.
- 8.2. The qualifying providers may submit a proposal for one type of meal service or any combination of meal types.
- 8.3 **Menu and Instructions-** Congregate and Home Delivered Meals
- 8.3.1 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 congregated and/or home delivered, on any given day will be comprised of the same food items when prepared by the same Provider unless Provider proposed a different meal schedule. 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.

8.3.2 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 25, Section 229.163 of the TAC.

8.4 Facility, Vehicle(s) and Inspection

- 1) 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.). **Refer to Addendum H**
- 2) 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.
- 3) The successful provider will have a kitchen dedicated to food preparation with vehicles dedicated to transporting the meals to specific geographic area(s).
- 4) Site Inspection - 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 providers who do not have a local facility, an inspection of the closest geographical facility(ies) may be conducted or additional information may be requested.

8.5 Meal Delivery Documentation

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

8.5.1 Kitchen Facilities Meal Delivery Receipt

- A) Two (2) copies of the meal delivery receipt 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:
 - 1) Number of meals ordered
 - 2) The temperatures of the food items at the time of packaging
 - 3) 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):
 - 1) Number of meals received
 - 2) Number of meals served
 - 3) Number of meals short of quantity ordered
 - 4) Time of day the food was delivered

- 5) Temperature of food at the time meal is delivered to the nutrition site (Does not apply to frozen meals)
 - 6) 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 (In triplicate) to include all necessary information as required by state, city or local regulations as well as the terms of the executed agreement. **Refer to Addendum C**

8.5.2 Shelf stable meal delivery receipt must be prepared in triplicate and contain the following information:

- a) Delivery location and address
- b) Date of delivery
- c) Number of meals ordered
- d) Number of meals delivered
- e) Signature line for person receiving the meals
- f) Shelf stable life date stamped on product

8.6 Meal Delivery Recommendation

A) Delivery Specifications

- 1) **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. ****Restricted by current nutrition policy** (COVID-19 Restrictions may require plating of congregate meals).**
- 2) **Home Delivered Meals** - Meals must be appropriately delivered to all distribution sites no later than 11:00 a.m. Monday through Friday. ****Restricted by current nutrition policy****
- 3) **Commissary Pickup** - If a Nutrition Contractor opts for commissary pick up, the Food Service provider shall have sufficient staff to load meals at the commissary/kitchen beginning at 10:00 am.

8.7 Meal Replacement and Substitution

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

- 8.7.2 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).**
- 8.7.3 **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.**

9.0. Monitoring

- 9.01 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.
- 9.02 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 (HHSC), 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.

10.0 Compliance With Authorities/Access to Records

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

- 10.1 The Texas Department of State Health Services, Retail Food Division Regulations, the Nutrition Service Standards of the Health and Human Services Commission under Title 40, Chapter 85 of the TAC, City and County Food Ordinances/Orders and other applicable regulations.
- 10.2 The Area Agencies on Aging and designated personnel shall review of the food service contract to ensure compliance with local, state, and federal regulations.
- 10.3 The Area Agencies on Aging's representatives or designated agents shall have the right and authority to:

- a) Inspect food and supplies to determine compliance with specifications.
 - b) 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.
 - c) Inspect and determine the adequacy of the Provider's storage and record keeping practices to ensure proper accountability for all food supplies.
 - d) Have access to all related food and equipment inventory control records upon request.
- 10.4 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.
- 10.5 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.
- 10.6 The Provider shall be required to conduct and/or participate in:
- a) Quarterly Menu Meetings
 - b) Quarterly Nutrition In-services

11.0. Addendums

The following documents are provided as an aid in responding to this solicitation:

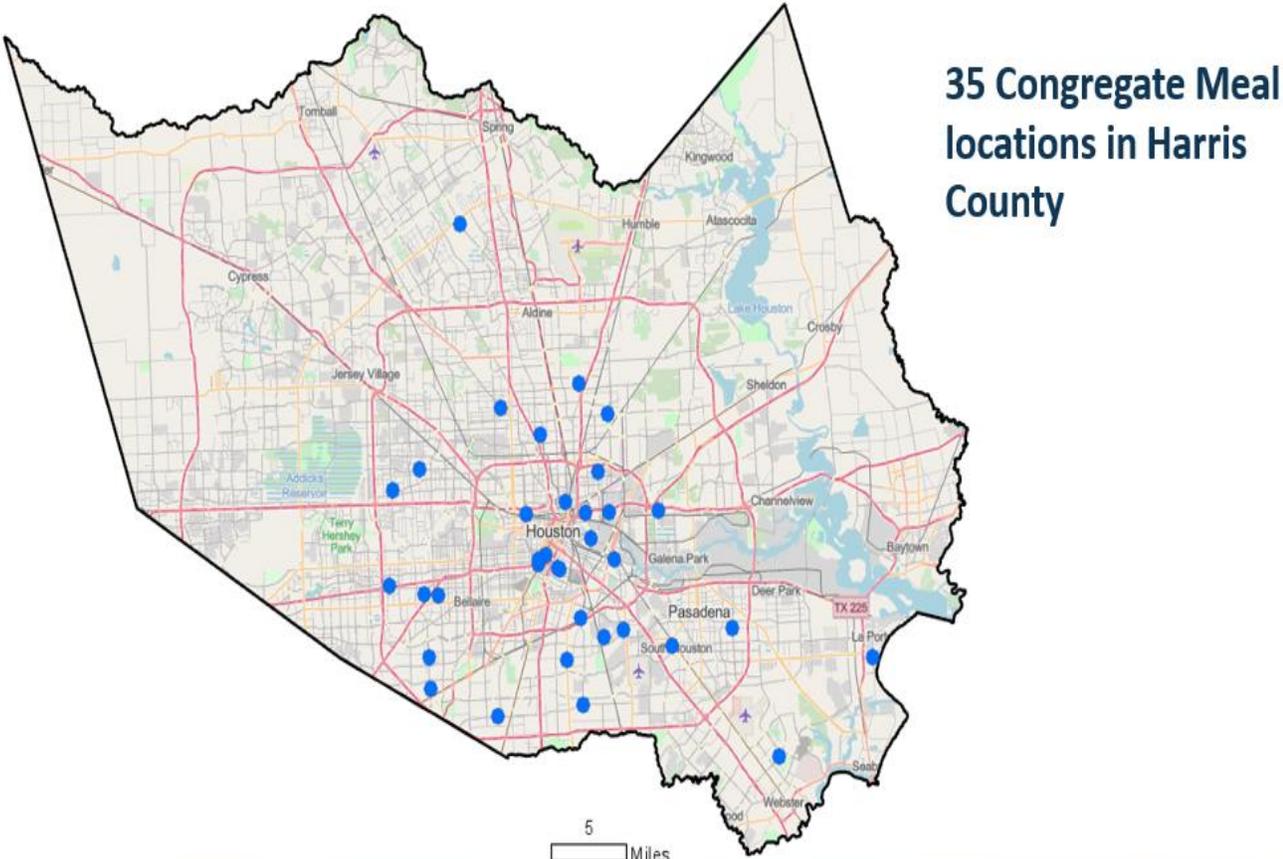
- Addendums A1-A4; HCAAA Senior Citizens map, Providers Center Locations, HCAAA Service Boundaries map and .HCAAA Service Boundaries (List).
- Addendum B1-B2; HGAAA Senior Citizens map & HGAAA Provider Center Locations
- Addendum C; Meal Delivery Receipt Form
- Addendum D1-D2; Contractor Information Form and Primary Contact Information
- Addendum E1-E2; Agency Board Member Information & 911 After Hrs. Contactor Information
- Addendum F; List of Meal Preparation Kitchen
- Addendum G; Emergency Preparedness Plan
- Addendum H; Unanticipated Events
- Addendum I; Vehicles & Proposed Equipment

Addendums

Addendum A1

HCAAA SENIOR CITIZEN SITES

Update Map



Addendum A-2

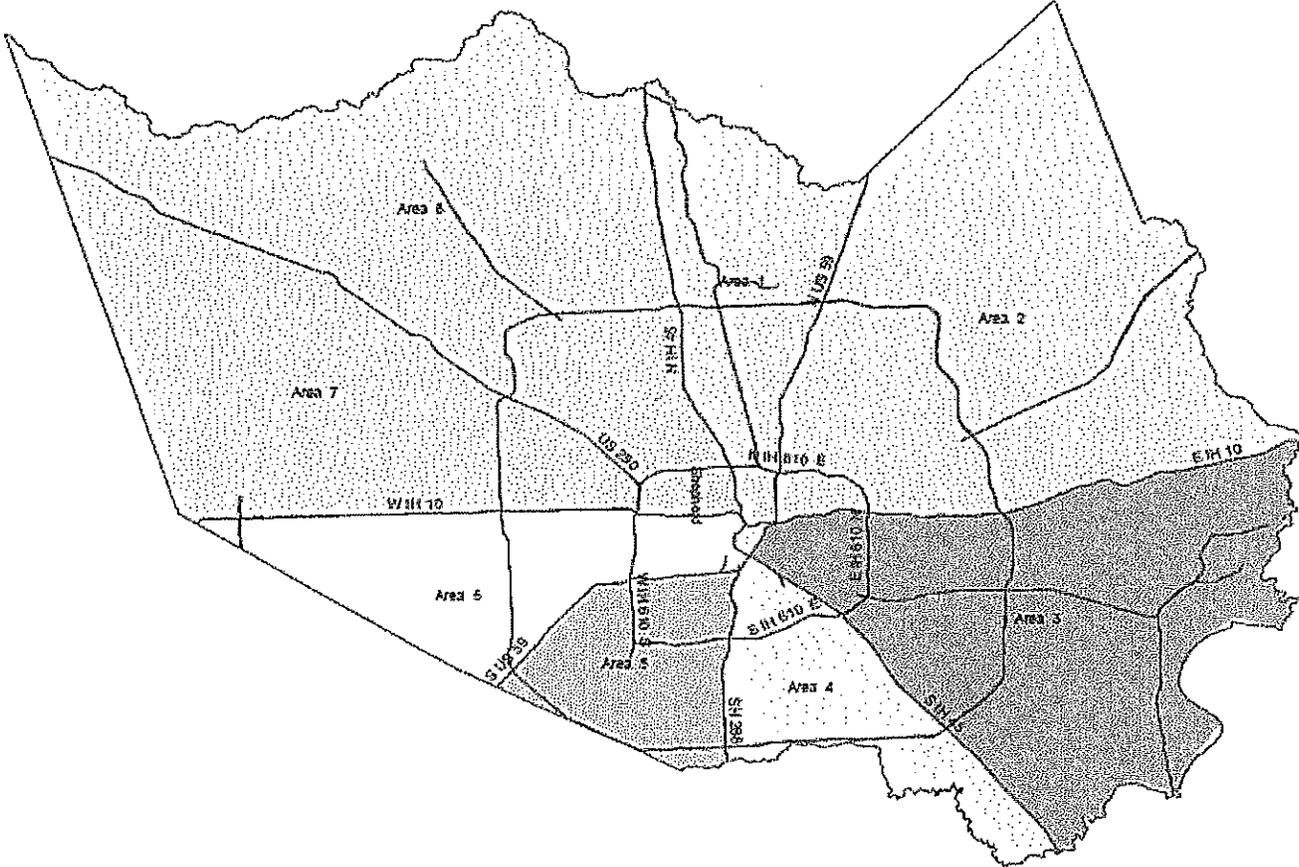
HARRIS COUNTY AREA COUNCIL AREA AGENCY ON AGING PROVIDER CENTER LOCATIONS

SENIOR CENTER	ADDRESS	CONTRACTOR
Acres Home	6719 W Montgomery Rd., 77091	BakerRipley
Bellerive	7225 Bellerive, 77036	YWCA
City of Jacinto City	1025 Oates Jacinto City 77029	CoJC
City of La Porte	1322 S. Broadway St. 77571	CoLP
City of South Houston	1018 Dallas South Houston 77587	CoSH
Goldberg Towers	10909 Fondren 77096	BakerRipley
Clear Lake Presbyterian Church	1511 El Dorado Blvd., 77062	BakerRipley
Denver Harbor Multi-Service Ctr.	6402 Market St., 77020	BakerRipley
Gateway Center	6309 Martin Luther King 77021	YWCA
Golden Age Hobby House	2805 Winbern, 77004	BakerRipley
Harbach-Ripley	6225 Northdale, 77087	BakerRipley
Hiram Clarke Multi-Service Ctr.	3810 West Fuqua, 77045	COH
Indochinese Cultural Center	3333 Fannin St., 77004	BakerRipley
JW Peavy Senior Ctr.	3814 Market, 77020	BakerRipley
Kashmere Multi-Service Ctr.	4802 Lockwood, 77026	BakerRipley
Lakeview	8950 Hammerly Blvd., 77080	YWCA
Lagacy Center for Senior Life	4640 Main St., 77002	YWCA
Longhorn	1414 Longhorn, 77080	YWCA
Lyerly Senior Center	75 Lyerly, 77022	YWCA
Magnolia Multi-Service Ctr.	7037 Capitol, 77011	BakerRipley
Montrose Counseling Center	401 Branard, 2nd floor, 77006	BakerRipley

SENIOR CENTER	ADDRESS	CONTRACTOR
New Life	4828 Alameda Genoa Rd, 77048	BakerRipley
Northeast Community Center	10918 Bentley, 77093	
Northeast Multi-Service Ctr.	9720 Spaulding, 77016	COH
Northwest Assistance Ministries	15555 Kuykendahl Rd., 77090	NAM
Oak Tree	14603 Fonmeadow, 77035	YWCA
Ripley House	4410 Navigation, 77011	NCI
Salvation Army	2732 Cherrybrook Ln. 77502	Salvation Army
Southwest Multi-Service Ctr.	6400 High Star, 77074	BakerRipley
Sunnyside Multi-Service Ctr.	9314 Cullen, 77051	COH
Telephone Road Apt - Senior Center	6000 Telephone Rd., 77087	YWCA
Third Ward Multi-Service Ctr.	3611 Ennis, Suite 118, 77004	BakerRipley
Wesley Community Center	1410 Lee, 77009	BakerRipley
West End Multi-Service Ctr.	170 Heights, 77007	BakerRipley
West Office	10303 West Office, 77042	YWCA

Addendum A-3

HCAAA SERVICE AREA BOUNDARIES



Addendum A-4

Area Agencies on Aging Boundaries of Service Areas

Area 1

- North-Harris County line
- East-U.S. 59 (Eastex Freeway) to
- West/South-1-45 (North Freeway)

Area 2

- North-Harris County line
- East-Harris County line
- South-1-10 (East Freeway)
- West-U. S. 59 (Eastex Freeway)

Area 3

- North-- 1-10 (East Freeway)
- East-Harris County line
- South-1-45 (Gulf Freeway)
- West-U. S. 59

Area 4

- North/East-- 1-45 (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-JO (Katy Freeway)
- East-1-45
- South-U.S. 59 (Southwest Freeway)
- West-Harris County line

Area 7

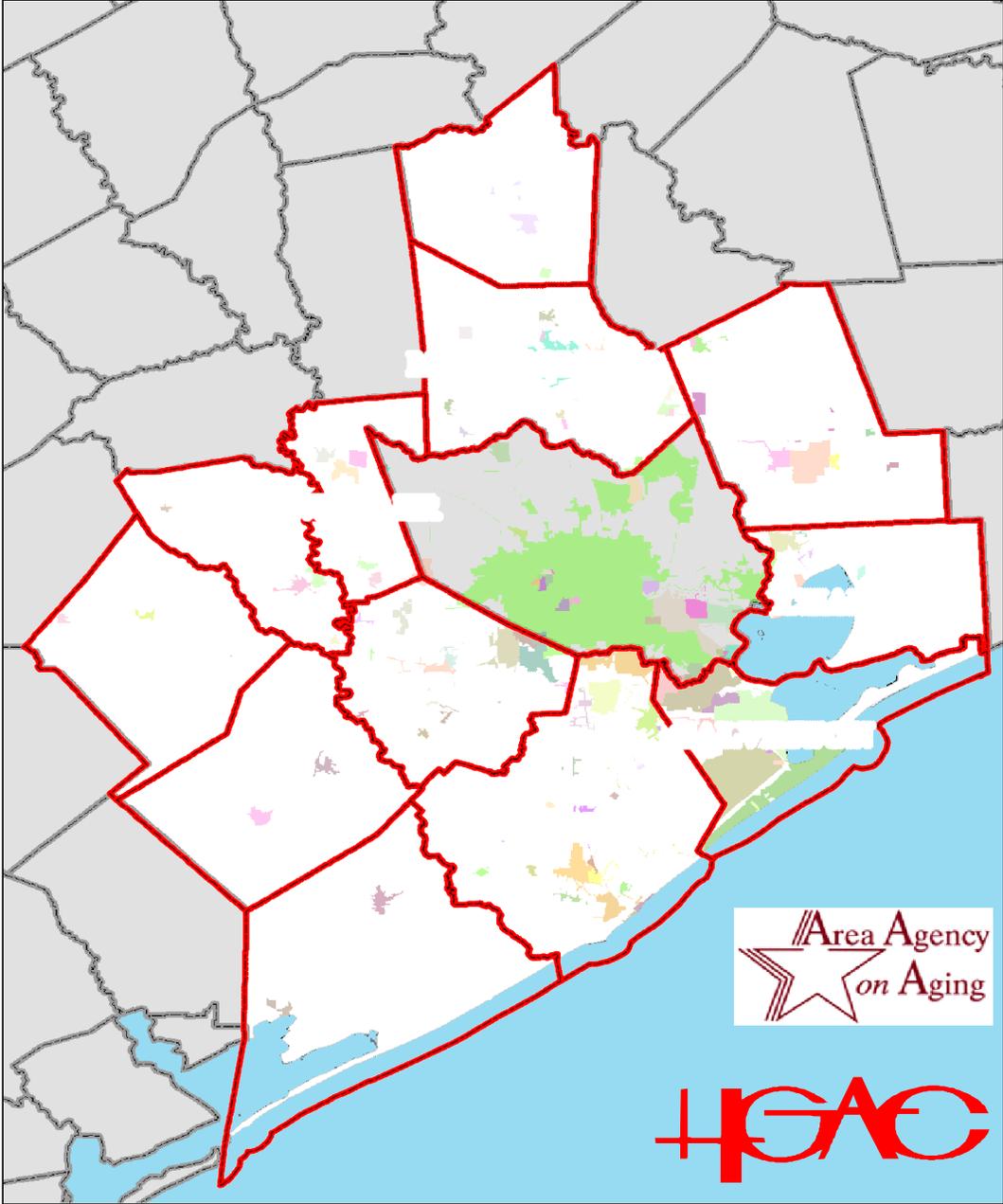
- North-U.S. 290 (Northwest Freeway); 1-610 (North Loop)
- East--Shepherd
- South-1-10 (Katy Freeway)
- West-Harris County Line

Area 8

- North-Harris County line
- East-1-45 (North Freeway)
- South--1-10 (Katy Freeway); Shepherd; 1-610 (North Loop)
- West-- U.S. 290 (Northwest Freeway)

Addendum B-1

HGAAA Senior Citizens map



Addendum B-2

HOUSTON-GALVESTON AREA COUNCIL AREA AGENCY ON AGING PROVIDER CENTER LOCATIONS

AGENCY NAME	LOCATION
ActionS of Brazoria	Alvin location 309 West Sealy Alvin, TX 77511
ActionS of Brazoria	Angleton location Calvary Baptist Church 212 West Miller Angleton, TX 77515
ActionS of Brazoria	Brazoria location First Presbyterian Church 310 S. Virginia Brazoria, TX 77422
ActionS of Brazoria	Lake Jackson location Lake Jackson Civic Ctr 333 Hwy. 332 E Lake Jackson, TX 77566
ActionS of Brazoria	Pearland location Melvin Knapp Building 2424 S. Park Avenue Pearland, TX 77581
ActionS of Brazoria	Sweeny location 205 N. Oak Drive Sweeny, TX 77480
Catholic Charities Mamie George Community Center - Fort Bend County	1111 Collins Road Richmond, TX 77469
Cleveland Senior Citizens Organization	220 Peach Ave Cleveland, TX 77328
Economic Action Committee of the Gulf Coast	904 Whitson Bay City, TX 77414
Fort Bend Meals on Wheels and Much, Much More	1330 Band Road Rosenberg, TX 77471
Fort Bend Meals on Wheels and Much, Much More	Brookshire location United Way 531 FM 359 Rd S Brookshire, TX 77423
Fort Bend Meals on Wheels and Much, Much More	Fresno location 4521 FM 521 Fresno, TX 77545

AGENCY NAME	LOCATION
Fort Bend Meals on Wheels and Much, Much More	Fulshear location 6920 Katy-Fulshear Rd Fulshear, TX 77471
Fort Bend Meals on Wheels and Much, Much More	Hometown location 10888 Huntington Estates Houston, TX 77082
Fort Bend Meals on Wheels and Much, Much More	Katy location 443 Danover St Kathy, TX 77450
Fort Bend Meals on Wheels and Much, Much More	Katy YMCA location 22807 Westeimer Pkwy Katy, TX 77494
Fort Bend Meals on Wheels and Much, Much More	Kendleton location 109 Guess Kendeton, TX 77451
Fort Bend Meals on Wheels and Much, Much More	Tri-City location 3310 5 th St. Stafford, TX 77459
Galveston County Department of Parks & Senior Services	4102 Main Street (FM519) La Marque, TX 77568
Galveston County Department of Parks & Senior Services	4102 Main Street (FM519) La Marque, TX 77568
Galveston County Department of Parks & Senior Services	Bacliff Community Center location 4501 11 th St. Bacliff, TX 77518
Galveston County Department of Parks & Senior Services	Dickinson Community Center location 2714 Hwy 3 Dickinson, TX 77539
Galveston County Department of Parks & Senior Services	Friendswood location 416 Morningside Friendswood, TX 77546
Galveston County Department of Parks & Senior Services	Nessler location 5 th Ave. N Texas City, TX 77590
HOA (Helping One Another) Incorporated of Austin County	915 Frydek Rd Sealy, TX 77474

AGENCY NAME	LOCATION
Interfaith Ministries for Greater Houston	3303 Main St. Houston, TX 77002
Interfaith Ministries for Greater Houston	4102-B Main St. La Marque, TX 77568
Montgomery County Committee on Aging, Inc.	1202 Callahan Ave. Conroe, TX 77301
Montgomery County Committee on Aging, Inc.	New Caney location 21679 McCleskey Road New Caney, TX 77357
Montgomery County Committee on Aging, Inc.	The Woodlands location 2235 Lake Robbins Drive The Woodlands, TX 77380
Senior Center of Walker County	340 F Hwy. 75 North Huntsville, TX 77320
Senior Citizens Project of Chambers County	509 Washington Ave. PO Box 683 Anahuac, TX 77514
Senior Citizens Project of Chambers County	509 Washington Ave. PO Box 683 Anahuac, TX 77514
Wharton County Junior College Senior Citizen Program	911 Boling Hwy. Wharton, TX 77488
Wharton County Junior College Senior Citizen Program	El Campo location 1915 North Wharton St. El Campo, TX 77437

Addendum D-1

FY2021

CONTRACTOR INFORMATION FORM

(PLEASE FILL OUT IN ITS ENTIRETY)



CONTRACTOR'S NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EXECUTIVE DIRECTOR'S CONTACT INFORMATION

NAME: _____

PREFERRED TITLE: _____

MAILING ADDRESS: _____

DIRECT TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

OFFICE ASSISTANT: _____

DIRECT TELEPHONE NUMBER: _____

PERSON (S) AUTHORIZED TO SIGN FOR CONTRACT RENEWALS, AWARD LETTERS, INVOICES, RATE SETTING FORMS, ETC.

****Two names are required.**

NAME/TITLE: _____

NAME/TITLE: _____

NAME/TITLE: _____

Addendum D-2



FY2021 CONTRACTOR INFORMATION FORM (PLEASE FILL OUT IN ITS ENTIRETY)



PRIMARY CONTACT PERSON (S) AS APPLICABLE

PROGRAM MANAGER: _____
(Staff person responsible for managing operations of program)

PREFERRED TITLE: _____

ADDRESS: _____

DIRECT TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

OFFICE HOURS: _____

FISCAL MANAGER: _____
(Staff person responsible for accounting, preparing invoices and reviewing audit exceptions)

PREFERRED TITLE: _____

ADDRESS: _____

DIRECT TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

OFFICE HOURS: _____

DATA MANAGER: _____
(Staff person responsible for data input, review, and reporting)

PREFERRED TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

OFFICE HOURS: _____

Addendum E-1

FY 2021

AGENCY BOARD MEMBER INFORMATION

Agency: _____

BOARD MEMBER NAME (First and Last Name)	BOARD MEMBER POSITION <i>(President, Vice-President, Secretary, and Treasurer)</i>	RESIDENCE ADDRESS (Street Number, Street, City, State and Zip code)	RESIDENCE TELEPHONE NUMBER	BUSINESS ADDRESS (Street, City, State and Zip code)	BUSINESS TELEPHONE NUMBER
	<i>President</i>				
	<i>Vice-President</i>				
	<i>Secretary</i>				
	<i>Treasurer</i>				

Addendum E-2



FY2021 EMERGENCY CONTACT AFTER BUSINESS HOURS

PRIMARY CONTACT PERSON (S) AS APPLICABLE:

****Two staff persons must be listed**

ORGANIZATION NAME: _____

1) NAME: _____

TELEPHONE NUMBER: _____

2) NAME: _____

TELEPHONE NUMBER: _____

3) NAME: _____

TELEPHONE NUMBER: _____

Addendum G

Emergency Preparedness Plan for Congregate and/or Home Delivered Meals

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.

Addendum H

Unanticipated Events

Provide 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.

Addendum I

Proposed Vehicle & Equipment

List Vehicles and the type of equipment that will be used to deliver meals to congregate and home distribution centers.

Type of Vehicle	Number of Vehicles	Equipment	Kitchen Location

PART IV – EVALUATION AND SELECTION PROCESS

A. Evaluation Committee

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Item E below. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation committee will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

B. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

C. Selection Process

The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

D. Best and Final Offer (“BAFO”)

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary. At minimum, the BAFO shall include 1) a final Fee Schedule with associated costs; 2) address any outstanding items previously identified during the evaluation of Proposals; and 3) any other issue the City requires to make an informed decision.

E. Evaluation Criteria

1. Responsiveness of Proposal (Pass/Fail)

The Proposer must provide a list of relevant experience as a Prime on at least one (1) similar project at a similar scope and magnitude of at least one or more of the local size geographic size areas identified in this RFP within the past five (5) years. Proposer must be compliant with all the “**material**” submission requirements of the RFP, e.g. a) submission of Proposer's specifications; b) Demonstrate ability to adequately meet the daily meal capacity enough to supply the needs set forth in this RFP and c) submission of a signed Offer & Submittal Forms and Addendums forms.

Proposer must pass the above criteria to be evaluated by the Evaluation Committee. Proposers that fail to meet the criteria shall be removed from further consideration, and no further scoring of their submittal will take place. Therefore, Offerors meeting the “Responsiveness”

qualifications above and the “Proposer Minimum Requirements” outlined on pages 4 and 5 of this RFP document shall be evaluated the following manner:

2. Technical Competence/Requirements (100 Points)

- 2.1 Qualifications and specialized experience of the firm to successfully provide food service provider for the 13-county service area. **(20 Points)**
- 2.2 Quality and specialized experience of Key Personnel to successfully implement the project as evidenced by experience in a similar role with a previous project. **(15 Points)**
 - 2.2.1 Manager must demonstrate knowledge of nutrition programs.
 - 2.2.2 Registered dietician who is licensed by the Texas State Board of Examiners of Dieticians or has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management on staff.
- 2.3 Qualifications and requirements related to the food service provider for the 13-county service area as evidence by experience with a project of similar scope of magnitude **(25 Points)**.
 - 2.3.1 Demonstrated experience on projects similar in size and scope to this RFP
 - 2.3.2 Company track record
 - 2.3.3 Quality of proposed plan of action to meet HCAAA and HGAAA food service provider
 - 2.3.4 Level of quality of the detail contained in the Proposal
- 2.4 Creative Menu with providing options in serving meals, (culturally diverse menu) i.e. salad on Mon-Tues, Taco Bar etc. **(15 Points)**
 - 2.4.1 All meals must incorporate the dietary guidelines of the United States Department of Agriculture (USDA) and HHSC. Should these guidelines change, Provider will make the necessary changes to meet the new nutritional standards.
 - 2.4.2 Meet 1/3 of their Dietary Reference Intake (DRI) per meal.

3. Price Proposal/Rate Quote (25 Points)

THE PRICE PROPOSAL/RATE QUOTE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE that is clearly marked with the RFP title and solicitation number and the label “Price Proposal/Rate Quote”.

4. FINANCIAL STABILITY OF PROPOSER (Pass/Fail)

- 4.1 Proposer must provide audited financial statements for the past two (2) years. At minimum, Proposer must include the letter of opinion, balance sheet, schedules, and related auditor's notes.

F. Additional Related Services

In submitting its Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the food service provider for Older Adults in the Harris County and the surrounding counties, as provided herein, or deemed necessary and/or desirable by the City.

G. Interlocal Agreement:

Under the same terms and conditions, the resulting contract may be expanded to other government entities through inter-local agreements between the City and the respective government entity that encompasses all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

PART V – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. Number of Copies. Submit **Six (6)** printed copies of the Technical Proposal, including one-1 printed original signed in BLUE ink, and **Six (6)** electronic copies of the Technical Proposal on **Six (6) thumb drives** sealed in a separate single envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

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

Submit **two (2)** printed copies of the Price Proposal/Rate Quote in a separate single sealed envelope bearing the assigned solicitation number (located on the first page of this RFP document) and clearly identifying to content as the Price Proposal/Rate Quote/ Fee Schedule to the location provided above.

The City 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. Time for Submission. Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. Format. Proposals must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs and shall be securely bound. Submission materials will not be returned to Proposers.

4. Complete Submission. Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.
5. Packaging and Labeling; Submission of Price Proposal/ Rate Quote. The outside wrapping/envelope of the printed Technical Proposal shall clearly indicate the RFP title, date, time for submission, and the name of the Proposer. The required number of thumb drives containing the Technical Proposal shall be submitted in a separate sealed envelope and marked in the same manner as the printed Technical Proposal. The outside wrapping/ envelope of the Price Proposal/ Rate Quote shall clearly identify the content as "Price Proposal/ Rate Quote" and shall clearly indicate the RFP title, date, time for submission, and name of the Proposer. All other submission requirements shall be included with the Proposer's Technical Proposal.
6. Delivery of Proposals. The Proposal, including the Technical Proposal, all required forms, and the Rate Quote must be delivered by hand or mailed to the address shown on the cover sheet of this RFP. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
7. Proposers Responsible for Timely Submission. Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.

B. Submission Requirements

1. Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.
2. Offer and Submittal Form: Refer to Exhibits Section (page 54)
3. Executive Summary: The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation, and the key personnel who will be responsible for seeing the project through completion.
4. General Company Information: Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, and fax number.
 - a) Key Personnel: Identify the key personnel that will be committed to the project. The City reserves the right to reject any key personnel proposed if it is determined in the City's best interest. All key personnel must be committed to the project at the appropriate time level. Proposer understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the approval of the City. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this project.
 - b) Provide names and titles of key personnel and an organizational chart of your proposed project team. Provide professional resumes of all key personnel. At a minimum, key personnel must possess current professional certifications:
 - Manager(s) must have a working knowledge of nutrition programs.

- Provider must have a registered dietician who is licensed by the Texas State Board of Examiners of Dietitians or has a baccalaureate degree with major studies in food and nutrition, dietetics or food service management.

5. Organizational Capacity, Knowledge and Experience:

Provide detailed relevant information about Proposer's knowledge and experience, including:

- a) Company track record: Provide a brief summary of company's background history, number of years in business, total number of employees, key personnel and their availability to be deployed on this project for a 13-county area.
- b) Summarize three or more deployments (in similar size and scope to this RFP), with brief descriptions that demonstrate Proposer's experience as a food service provider for a major 13-county area.
- c) Portfolio: Provide a detailed portfolio including detail description of samples of past deployments, examples of food service provider applications, methodology, and the total number of meals provided in a similar capacity as the 13-county area.
- d) 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.
Refer to Addendum F.

6. Propose Strategy and Operational Plan:

- a) Provide a detailed description and methodology of the proposed plan for the RFP requirements, which should include, but not be limited to the following:
 - 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.
 - A Description of the **Proposed** Meal Preparation with the opportunity of inclusion of culturally diverse Meal Menus and Service Delivery Plan: (An offeror may bid on one or more service categories listed in the RFP)
 - Congregate meals
 - Home delivered meals
 - Shelf stable emergency meals
 - Frozen meals
 - Holiday meals (Thanksgiving Day)
 - Chilled meals
 - Demand response meals
 - Narrative Description of **Congregate Meal** Preparation and Delivery Service.
 - Narrative Description of **Home Delivered Meal** Preparation and Delivery Service.
 - List of Contracted Services.
 - Narrative Description **of Frozen Meal Preparation** and Delivery Service.

- A copy of the proposed delivery schedule must be included in all eight (6) copies of the proposal for committee review.
 - Description of **Holiday Meal Program** to congregate sites.
 - A sample of the meal packaging containers to be used for any home delivered meal service must be submitted with the proposal.
- b) A brief statement of the Proposer understanding of the work to be done.
- c) 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.

7. Proposed Vehicles and Equipment:

The successful provider 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.

Addendum I

8. Emergency Preparedness Plan (Narrative)

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. **Addendum G.**

- b) 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.). **Addendum H**

9. Menu

- a) Eight (6) six of the menu shall be submitted as part of the proposal. The menu will become a part of the qualifying bid package and will be the cycle menu for the first six weeks of fiscal year 2021 (October 1, 2020 through September 30, 2021)
- b) 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.**

10. Client References:

Provide reference name and contact information for three (3) clients for whom Proposer has provided similar services to municipalities within the past three (3) years. Provide size and scope of each project with brief descriptions of the projects. Specifically, provide the following: **Exhibit II.**

- a) Name and location of project(s);

- b) "CURRENT" reference contact name, telephone numbers, and e-mail addresses;
- c) Total number of spaces managed (off-street and on-street);
- d) Deployment completion date(s) or current status;
- e) List any key Senior Program features that may distinguish your company from the competition.

11. Financial Stability:

11.1 If Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

11.1.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

11.1.2 If applicable, last two years of consolidated statements for any holding companies or affiliates;

11.1.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

11.1.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

11.2 If Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

11.2.1 Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;

11.2.2 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

11.2.3 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

11.2.4 Other financial information sufficient for the City, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

12. Exceptions to Template Contract:

Provide any exceptions to the template contract and include the rationale for taking the exception. Such exceptions will be considered when evaluating the Proposer's response to this RFP. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.

13. Legal Actions:

Provide a list of any pending litigation and include a brief description of the reason for legal action.

14. Conflict of Interest:

Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

15. Other:

Provide any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations, documents, examples, etc.

16. Forms and Certifications:

Complete all forms and certifications attached, as appropriate.

17. Contract:

Submit two (2) originals of the completed and signed Contract if no exceptions are noted. Refer to **Attachment 2**.

17.1 Each Contract submitted must bear an original signature and date.

17.2 Include copy of license agreement(s) that Proposer would want to include in the contract.

18. Price Proposal/Rate Quote:

Please separately submit a Price Proposal/ Rate Quote with the level of detail. Refer to **Attachment 1**.

Part VI – EXCEPTIONS TO TERMS AND CONDITIONS

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 Chief Procurement Officer or designee, 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.

Part VII – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(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, 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.

With the exception of Proposer's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or

elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of 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. 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.

B. Protests

Protests should be filed in accordance with the City of Houston Administrative Policy No. 5-12 <http://www.houstontx.gov/adminpolicies/5-12.pdf>

C. Cancellation

The City has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.

D. Anti-Boycott of Israel

Proposer certifies that Proposer is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

E. Executive Order 1-56 Zero Tolerance for Human Trafficking in City Service Contracts and Purchasing

The City has a zero tolerance for human trafficking and, per Executive Order 1-56, City funds shall not be used to promote human trafficking. City vendors are expected to comply with this Executive Order and notify the City's Chief Procurement Officer of any information regarding possible violation

by the vendor or its subcontractors providing services or goods to the City. The Executive Order is available on the City's website: <http://www.houstontx.gov/execorders/1-56.pdf>

H. PRESERVATION OF CONTRACTING INFORMATION

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

PART VIII – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the first page of the RFP document. Interested Proposer(s) are encouraged 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.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division, Senior Procurement Specialist, Raquel S. Rosa preferably by e-mail to Raquel.Rosa@houstontx.gov by telephone at (832) 393-8798 no later than 4:00, CST by **Wednesday, September 30, 2020**. The City shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and made available to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

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. Only information supplied by the City in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and 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.

E. Post-Proposal Discussions with Proposer(s)

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).

PART IX – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References (Exhibit I, Page 55).
- B. All Forms Attached to E-bid Website Under Solicitation No. T29414 as, "Required Forms File"—
 - a) City of Houston Ownership Form (<http://purchasing.houstontx.gov/forms.html>)
 - b) Pay or Play Forms
 - (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf>,
 - (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf>.

- c) References (Exhibit II, Page 56)
- d) Anti-Collusion Statement (Exhibit, III Page 57)
- e) Conflict of Interest Questionnaire (Exhibit IV, Page 58)

PART X – REQUIRED FORMS TO BE SUBMITTED BY RECOMMENDED VENDOR ONLY

Required forms shall be supplied to the Provider after the award recommendation:

- A. Insurance Requirements and Insurance Certificate
- B. Drug Policy Compliance Agreement (Exhibit “B”); Contractor’s Certification of No Safety Impact Positions in Performance of a City Contract (Exhibit “C”); Drug Policy Compliance Declaration (Exhibit “D”)
- C. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.
- D. Texas Ethics Commission, Certificate of Interested Parties (Form 1295). Download a copy at <https://www.ethics.state.tx.us/tec/1295-Info.htm>
- E. Resolution of Contractor (download at <https://purchasing.houstontx.gov/forms.html>).

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PART XII –PRICE PROPOSAL/RATE QUOTE

Price Instructions: 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 attached as **Attachment 1**.

TYPE OF MEALS: _____

Average Daily Meals	Rate Per Meal
Below 1,000	
1,000 - 1,999	
2,000 – 2,999	
3,000 – 3,999	
4,000 and above	

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EXHIBITS

**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED 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 II
REFERENCES
List of Contracted Meal Services Customers
(Please print or type information in below.)

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Email: _____
Project Description: _____

**EXHIBIT III
ANTI-COLLUSION STATEMENT**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

**EXHIBIT IV
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Finance Department, Strategic Procurement Division, ATTN: Jerry Adams, Chief Procurement Officer; 901 Bagby; Concourse Level; Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT V
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p style="text-align: center; margin-top: 0;">Date Received</p> </div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-top: 20px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

