

Town of Huachuca City



Request for Proposals
For Senior Citizen Services

INVITATION FOR PROPOSAL

The Town of Huachuca City has recognized you as a potentially interested vendor for a contracted service that we are currently accepting proposals for. This packet was sent to you in order to provide you with the essential information, requirements, and important dates for this particular bid request. The Town of Huachuca City will receive sealed bids on a general contract for Senior Citizen Services, until Friday, February 22, 2019; 4:00 p.m. MST. Bids will be opened and read aloud at 4:00 p.m. MST on February 22, 2019 at the Huachuca City Town Hall. Any bids received after that time will be held unopened and will not be accepted. All bids must be presented as described within this document.

Please review the documents included in this packet. We hope that you will take the opportunity to offer a bid proposal for this service.

Thank you for your time.

Publish Dates: January 23, 2019

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**The Town of Huachuca City
Request for Bid Proposals
For Senior Citizen Services**

1 STATEMENT OF WORK

- 1.1 SUMMARY.** The Town of Huachuca City is soliciting proposals from interested vendors to furnish Senior Citizen Services per the requirements in section 3.
- 1.2 COVERAGE AND PARTICIPATION.** The intended coverage of this proposal document and any Agreement resulting from this solicitation shall be for the use of Senior Citizen services for the Town.

The Town of Huachuca City reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

2 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 2.1 ORIGINAL BID DOCUMENT.** The Town Clerk will keep all documents, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 2.2 SCHEDULE OF EVENTS.** The following is the tentative schedule that will apply to this bid process.

1-23-19	Issuance of bid request
2-15-19	Questions/Inquiries due by 10:00 a.m. MST
2-22-19	Due date for all Proposals to be received by 4:00 p.m. MST

Proposal Contact

Jennifer Fuller, Town Clerk
Town of Huachuca City, AZ
500 N. Gonzales Blvd
Huachuca City, AZ 85616

Phone 520-456-1354

jfuller@huachucacityaz.gov

2.3 PROPOSAL PREPARATION INSTRUCTIONS

- 2.3.1 Vendor's Understanding of the Proposal Process.** In responding to this proposal document, the vendor accepts the responsibility fully to understand the document in its entirety, and in detail, including making any inquiries to the Town as necessary to gain such understanding. The Town reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the Town reserves the right to determine, at its sole discretion, whether the

vendor has demonstrated such understanding. Related to this, the Town's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Town.

2.3.2 Town Provides Information in Good Faith without Liability. All information provided by the Town in this bid process is offered in good faith. Individual items are subject to change at any time. The Town is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

2.3.3 Verbal versus Written Communication. Verbal communication shall not be effective unless formally confirmed in writing by the specified Town official in charge of managing this bid process. In no case shall verbal communication override written communication.

2.3.4 Questions, Communications and Inquiries. All Vendor inquiries, questions and requests for clarification related to this bid process are to be directed, in writing (e-mail and facsimile are also acceptable), **ONLY to Jennifer Fuller.** Once this bid document has been sent out, Vendors **are not to contact any other city employees/officials**, concerning this bid process, **or risk disqualification (see 2.4.1 above):**

- Questions concerning this document must be submitted in writing (e-mail is also acceptable), and be received **no later than February 15, 2019; 10:00 a.m. MST**
- Errors and omissions in this document. Vendors shall bring to the Town's attention any discrepancies, errors, or omissions that may exist within this bid document. Vendors shall recommend to the Town any enhancements in respect to this bid document, which might be in the Town's best interests. These must be submitted in writing (e-mail is also acceptable), and be received **no later than February 8, 2019; 10:00 a.m. MST**

2.3.5 Response to Communications from Vendor. The Town will make a good-faith effort to provide a written response to each question or request for clarification within three (3) business days. Other vendors will be notified of any changes/clarification resulting from these communications.

The Town will not respond to any questions / requests for clarification, if received by the City after February 15, 2019; 10:00 a.m. MST

2.3.6 Attention to Requirements. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Requirements section of this bid document.

2.3.7 Required Signatures. The Town may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this bid document.

2.3.8 Proposal Organization. Vendors shall ensure that their proposals include all requirements listed in Section #3, page numbers, and are organized in a manner that will facilitate the Town's evaluation of them. **The Town reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.**

2.3.9 Collusion Prohibited. In connection with this bid, vendor collusion with other vendors or employees thereof, or with any employee of the Town, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the Town.

2.4 PROPOSAL SUBMISSION AND SUBSEQUENT OPENING

Proposals must be: **delivered sealed; be received; and be date/time stamped at the Town of Huachuca City, City Clerk's Office, which is located at 500 N. Gonzales Blvd, Huachuca City, AZ 85616, no later than, February 22, 2019; 4:00pm MST.**

For U.S. Mail:

Town of Huachuca City
500 N. Gonzales Blvd
Huachuca City, AZ 85616

The Town of Huachuca City **shall not accept proposals received by facsimile or by e-mail.** The Town shall, at the specified opening date and time, accept all proposals that are otherwise in order. The Town will allow interested parties to be present for purposes of identifying which vendors have responded. The Town will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this bid document.** The Town will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The Town reserves the right to retain or dispose of such proposals at its discretion; however, the Town may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the Town of Huachuca City.

The Town of Huachuca City reserves the right to delay the opening if an insufficient number of proposals have been received to ensure competition.

2.4.1 Proposal Costs. The Town of Huachuca City is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this bid document.

2.4.2 Number of Proposal Copies to be furnished. Vendors are to submit **one (1) original**, in hardcopy form, and two (2) copies.

- 2.4.3 Marking of Envelopes.** Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

**Sealed Senior Citizens Services Bid
Due by February 22, 2019; 4:00pm MST
Attention: Jennifer Fuller, Town Clerk**

2.5 EVALUATION PROCESS AND AWARD

- 2.5.1 Contractual Intent/Right to Terminate and Recommence The Bid Process.** The Town intends to contract with one vendor whose proposal is considered to be in the best interests of the Town. However, the Town may terminate this bid process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the Town reserves the right to commence one or more subsequent bid processes seeking the same or similar products or services covered hereunder.
- 2.5.2 Effective Period of Proposals.** Under this bid process, the Town shall hold that vendors' responses to this bid shall remain in effect for a period of thirty (30) days following the opening date, in order to allow time for evaluation, approval, and award of the contract. No bid received may be withdrawn for a period of thirty (30) days from date of opening. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the Town, along with any proposed alternatives. The Town may accept or reject such proposed alternatives without further notification or explanation.
- 2.5.3 Proposal Acceptance/Rejection.** The Town reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the Town. The Town shall not accept any proposal that the Town deems not to be in its best interests. The Town shall reject proposals submitted after the due date and time.
- 2.5.4 Errors and Omissions in Vendors Proposals.** The Town may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The Town may decide upon the materiality of such errors, omissions, or other problematic information.
- 2.5.5 Determination of and Information Concerning Vendor's Qualifications.** The Town reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this bid. The Town may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder.
- 2.5.6 Method of Award.** The evaluation of each response to this bid document will be based on its overall competence, compliance, format, and organization. The award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town of Huachuca City, taking into consideration the following evaluation criteria listed in the relative descending order of importance. The Town is under no obligation whatsoever to select, as

most responsive the proposal that demonstrates the lowest pricing, but not necessarily the one receiving the highest overall score.

Evaluation Criteria

- Qualifications and experience of the firm and project team
- Understanding of project requirements
- References
- Overall quality of proposal

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the Town and the selected proposer or when the Town rejects all proposals.

2.5.7 Pre-Award Presentations. The Town reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

2.5.8 Pre-Award Negotiations. The Town reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor differences and errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing

2.5.9 Public Record. After the award and execution of a contract resulting from this bid process, vendors' proposals become public record and are available for review during the Town's regular business hours.

3 SCOPE OF WORK, REQUIREMENTS, PRICING, TERM OF AGREEMENT

Vendors responding to this bid request shall base their offer on the following requirements, and at a minimum, propose how each of the following requirements shall be accomplished. Vendors may provide other services not specified in this document. These added services will be considered when determining which proposal is selected.

3.1 SCOPE OF WORK. The Town is seeking responses to this document for vendor-provided Senior Citizen services at the Town's Senior Center for a three (3) year period beginning July 1, 2019-June 30, 2022; with the Town's option to renew the contract for two (2) additional one year periods. The following services shall be performed by the vendor:

The Town is undertaking a project to re-brand and update the Senior Center to appeal to a broader senior audience. The Center offers seniors nutritious meals and social interaction. This combination is vital to their ability to avoid isolation, and to live independently with confidence and vitality. The Town is seeking a Provider who is willing and committed to being a working partner in efforts to enhance the lunch program and the overall Center experience. It is important the Provider understand the

dietary needs of seniors, as well as their taste, and can offer flavorful meals while considering the dietary restrictions required by the County grant.

The lunch program consists of on-site daily service at the Huachuca City Senior Center (Center), three days per week, with the option for the provider to add additional days of service, EXCLUDING most major holidays. The provider must provide the lunch program at least three days per week, the provider may choose to provide additional days or meals if desired by the provider. The selected Provider will work with Town staff to design meals and menus in accordance with the nutritional guidelines established by the Arizona Department of Economic Security (DES) - Area Agencies on Aging and the standards established by SEAGO for Senior Citizens, and the health and safety standards and regulations of Title II of the Older Americans Act, the Food & Nutrition Board, National Academy of Sciences-National Research Council and the USDA and the U.S. Dept. of Health & Human Services to prepare meals.

3.1.2 Service Provider Responsibilities. The Service Provider shall use the Senior Center to provide the Local Government with the services described in Attachment A, below, and shall also be responsible for the following expenses:

Check which Party is responsible for the following:

- Local Government Service Provider - Air Conditioning
- Local Government Service Provider - Cable
- Local Government Service Provider - Electricity
- Local Government Service Provider - Gas
- Local Government Service Provider - Heat
- Local Government Service Provider - Internet
- Local Government Service Provider - Sewer
- Local Government Service Provider - Water
- Local Government Service Provider - Insurance (Rental)
- Local Government Service Provider – Maintenance and Repairs

The Service Provider shall be responsible for a repair event whose cost is less than \$5,000. A repair event exceeding \$5,000, and which is not attributable to the negligent or intentional acts of Service Provider or its volunteers, invitees or guests, shall be the responsibility of the Local Government.

3.1.3 Compensation

In lieu of compensation to the Service Provider for its provision of the services described in attachment A, below, the Local Government will provide use of the Senior Center without license charge or rental payment.

In the event that Service Provider fails to provide the services, then Service Provider shall pay a license fee to Local Government. The license fee shall be based upon fair market value of \$2,494 per month, which is \$29,930 per year. The fee shall be provided as an in-kind contribution and shall be due by August 30th of each year during the term of this Agreement. See Attachment C for market comparison of rents.

3.1.4 Scope of Work—Use of Property

The Service Provider shall use the Senior Center for the sole purpose of providing services to the Local Government's senior residents, which services are identified in Attachment "A" incorporated herein by reference ["Senior Citizens Services"]. At all relevant times, the

Local Government shall retain ownership of the Senior Center and the Service Provider may only use it for the Senior Citizens Services:

Provider shall provide meals three days weekly, except for designated holidays, for the congregate meals. The provider may provide extra meals and extra days of service if they choose to do so.

Provider may be required to prepare and provide at least 100 congregate meals monthly. All meals shall be prepared onsite and be ready for serving at 11:45am for congregate meals. The Senior Center is expected to be open three days weekly from 10am-2pm except for holidays. The provider should understand that the amount of grant funding available is directly related to the number of meals served. The provider may provide extra meals and extra days of service if they choose to do so.

The first priority of Provider will be to prepare and serve meals for the Huachuca City Senior Nutrition Program. Once that obligation is met, the Center Kitchen Facility could have other uses as negotiated between the Town and the Provider.

If the Service Provider proposes to use one of Local Government's vehicles or other equipment items in providing the Senior Citizens Services, fill in the identification numbers or other government inventory numbers here,

Check which Party is responsible for the following expenses associated with the above vehicles or equipment:

- Local Government Service Provider – Maintenance and Repairs
- Local Government Service Provider - Insurance
- Local Government Service Provider - Fuel
- Local Government Service Provider – Other

The Service Provider shall report quarterly on April 15, July 15, October 15 and January 15, the services provided in the immediately preceding quarter on a form as attached on Attachment C ("Reporting Form for Services Provided"), incorporated herein by reference:

Provider and Town will jointly establish a monthly record and reporting system to compile program information and documentation for the purpose of facilitating internal and external monitoring and evaluation of Provider's obligations under this RFP. Records must be retained by provider for a minimum of three (3) years, unless otherwise advised by the Town. Reporting will include, but is not limited to, the following:

- *Daily recording of the temperature of food items as they leave the kitchen*
- *Daily and monthly recording of the number of meals served by the Program;*
- *Documentation of all costs, receipts and invoices, inventory, time records and other official records.*

The Service Provider may only use the Senior Center for providing Senior Citizens Services. These services may not include religious or medical services. No one is permitted to sleep overnight at the Senior Center. The Interim Service Provider shall keep the premises neat, clean and safe at all times.

3.1.5 Town Grant Umbrella-The Town is willing to serve as the grant umbrella for a non-profit group to run the Senior Center. The Town would be willing to write a letter of support, however this would hold the Town to no financial obligations and no legal obligations for grant requirements.

3.1.6 Provider Employees/Volunteers- Any employees employed by the provider shall be employees of the provider and in no way receive benefits or pay from the Town of Huachuca City. Any provider volunteers are volunteering for the provider, and are not attached to the Town in anyway. All provider employees and volunteers shall be background checked before working with the public at the Senior Center facility.

3.2 TERM OF AGREEMENT The term of the award resulting from this bid will be from the date of the execution of the Agreement through the completion of services as described herein July 1, 2019 thru June 30, 2022 with options to renew for two additional one (1) year terms.

In the event either Party seeks termination of this Agreement at the end of any annual renewal period, such terminating Party must provide a 30-day written notice to the other Party. In addition, for use of Property, upon termination of this Agreement, the possession of the Property shall revert back to the Local Government, which shall either use the Property or dispose of it pursuant to the requirements set forth in the Huachuca City Town Code. Under no circumstances may the Service Provider or its designee continue to use the Property after the termination of this Agreement or benefit from its sale or disposition in any way.

3.2.1 Maintenance and Right of Entry-During the term of the Agreement, the Local Government shall retain the following rights:

- To enter and inspect the Premises; and
- To exercise its discretion for the use of the Premises for all other activities.

All building maintenance will be up to current Town building codes. The Local Government building inspector shall approve all facility repairs before they are made. The Service Provider agrees to maintain the inside of the building in good condition and state of repair, and surrender it the same. The Local Government agrees to maintain the outside of the building in good condition and state of repair at its cost. The Local Government will determine what reasonably justifies what meets good condition and state of repair standards.

Service Provider shall not assign, re-lease, sublet, encumber, mortgage, lease or transfer the whole or any part of the premises without first obtaining the prior written consent of the Local Government. Any act or deed purporting to assign, re-lease, sublet, encumber, mortgage, lease or transfer all or part of the premises without prior written consent of the Local Government will be null and void. The Local Government reserves the right to withhold said consent for any reason.

The Local Government owns the Senior Center facility, including the walk-in cooler, kitchen sink, stove, fire extinguisher & stainless steel table. Other furnishings & decorations not attached to the building belong to the Service Provider and may be

removed upon termination of this Agreement. Removal of non-attached items may in no way do damage to the Senior Center.

3.2.2 Duty to Report- It is the responsibility of the provider to inform the Town of any major facility issues they are aware of. Facility conditions that worsen due to negligence on the part of the provider shall be at the cost of the provider not the Town.

3.2.3 Natural Disasters-The Town reserves the right to use the facility for community safety in the event of a natural disaster or community emergency. These disasters would be an act of God event or forced evacuation.

3.2.4 Community Events- the Town would request the provider would work with the Town on (3) community events per year. This creates connectivity with the seniors in the community and connects the Senior Center to the Town. The amount of involvement by the provider in these events is open to negotiation.

3.2.5 Move In-Move out Inspection- The provider along with a Town representative will do a move in inspection of the facility and note any damages to the facility before any provider equipment or furnishings are moved in. Upon move out or termination of lease the provider along with the Town representative shall do a walk thru move out inspection. The provider will be responsible for properly repairing any damages to the facility that was noted on the move-in inspection.

3.2.6 Independent Contractor Service Provider is acting as an independent contractor in providing the Senior Citizen Services under this Agreement, not as an employee. The Parties agree that this Agreement does not create a joint venture or a partnership between them.

3.2.7 Alcohol Licensing- If the service provider intends to offer the sale of alcohol at a public event the provider shall obtain a special event alcohol license thru the state of Arizona thru the Town Council approval of application.

4.0 CERTIFICATION OF PROPOSAL (vendor to complete and return with proposal)

Explanation. This certification attests to the vendor's awareness and agreement to the content of this bid proposal and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to the Request for Senior Citizen Services, issued by the Town of Huachuca City, Arizona. The undersigned, as a duly authorized officer, hereby certifies that

_____ (Vendor's Name), located
at _____ (address),

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced bid proposal in the event of an award. Exceptions are to be noted as stated in the bid proposal. The proposal shall remain in effect for a period of thirty- (30) calendar days as of the Due Date for responses to the bid.

The undersigned certifies that to the best of his/her knowledge: **(please check one)**

There is no officer or employee of the Town of Huachuca City who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the Town of Huachuca City who have, or whose relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The vendor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel, pursuant to A.R.S. 35-393.01.

The vendor is not currently engaged in, and agrees for the duration of the contract to not engage in, any discrimination against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out its duties pursuant to this engagement.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this bid proposal.

Name: _____ Title: _____

Signature: _____ Date: _____ E-Mail: _____

Telephone #: _____ Facsimile #: _____ F.E.I.N: _____

ATTACHMENT A SCOPE OF SERVICES

Arizona Department of Economic Security (DES) - Area Agencies on Aging

CONGREGATE MEALS

Purpose Statement

The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

Service Description

Taxonomy Definition - A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training.

The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

Service Requirements - The Contractor shall provide:

Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more-week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Guarantee a mechanism is in place to solicit the advice and expertise of:
 - a. A dietician or other qualified individual
 - b. Meal participants and
 - c. Other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000, Section 3200
4. Compose menus in the dominant language or languages of the participant group for each
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual (2008)" and as amended.

7. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science - National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
8. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
9. Plan menus considering the availability of foods during seasons when they are most plentiful.

Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, 1/2 cup carrots for 1/2 cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.
2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Document the number of meals provided each month.
5. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

Staff Training

1. Provide food safety and sanitation training for all new food service personnel/volunteers within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.
2. Require that all food handlers pass a course in food safety and sanitation within one month of employment/volunteer. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.

3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff certification and training in personnel files.

Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the scope of work.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.

Performance Measures

Number of congregate meals served annually.

Reporting Unit

One unit of service equals one meal.

Make annual report to Town Council every January on status of senior services, number of congregate meals served, etc.

Attachment B INSURANCE REQUIREMENTS

Insurance Requirements Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, person.1 injury and broad form contractual liability.

- General Aggregate \$ 2,000,000
- Products - Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Blanket Contractual Liability -Written and Oral \$ 1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$ 1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The Town of Huachuca City, Arizona and the Department of Economic Security (*if DES funding is awarded*) shall be named as additional insureds with respect to liability arising out of the activities performed on behalf of the Contractor."
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- d. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease - Each Employee \$ 500,000
 - Disease - Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under ARS. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 1,000,000
- Annual Aggregate \$ 2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. Fidelity Bond or Crime Insurance Bond or Policy Limit \$ 100,000

- a. The bond or policy shall be issued with minimum limit of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Named Insured

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability-purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available resources.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be superseded, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Co e 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M.Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insure rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approve insurance pool is exempt from the A.M. Best's rating requirements listed in this Contract If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

E. Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project

Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson SL Site. Code 8052, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements, the Contractor may request that the insurance requirements be modified provided that such request be delivered in writing to Town of Huachuca City at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modification have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth.

ATTACHMENT C FEE DETAIL

Please prepare this report monthly for public distribution.
(Submitted to Town by 15th of month, monthly for Town report.)

Congregate Meals Lease of Center Kitchen Facility and prepare meals onsite

# of Congregate Meals served monthly	
# of Congregate Meals served annually	
# of Citizens who received commodities	
Monthly meal costs	
# of citizens who attended events	