



City of Phoenix

REQUEST FOR PROPOSAL - GOODS AND SERVICES  
RFP-25-SID-0450  
SENIOR NUTRITION MEAL PROGRAM

City of Phoenix  
Human Services  
200 W. Washington St. 18th Floor  
Phoenix, AZ  
85003

RELEASE DATE: January 31, 2025  
DEADLINE FOR QUESTIONS: February 21, 2025  
RESPONSE DEADLINE: March 14, 2025, 3:00 pm

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REQUEST FOR PROPOSAL - GOODS AND SERVICES  
RFP-25-SID-0450  
Senior Nutrition Meal Program

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Exhibits

- A- Scope of Work
- B- Senior Center Locations
- C- Sample Menus
- D- Sample Menus
- E- FY 2024 Congregate Meals and Home Delivered Meals 2024
- F- Fee Schedule
- G- Sack Lunch Menu
- H- Menu Portion Quality Control Form
- I- Lunch Service Schedule
- J- Meal Report
- K- Area Agency on Aging Contract
- L- Senior Center Kitchen Equipment List
- M- Sample Invoice
- N- Document Retention

**Attachments:**

- A – Years in Business Form
- B – Emergency 24-Hour Service Contact
- C – Conflict of Interest and Transparency Form
- D – Cost and Payment Form
- E- Contractor Licensing Form
- F- Certification Regarding Debarment
- G – Certification of Proposer’s Ability to Obtain Required Insurance
- H – Confidential Information Form
- I – Offer Form
- J – Place of Business
- K - Authority to Sign Documents
- L – Affidavit of Lawful Presence
- M – Proposal Submittal Affidavit
- N – Financial Responsibility Questionnaire
- O – Cost Proposal
- P – Fiscal Recovery Fund Letter

# 1. Introduction

## 1.1. Summary

1. Pursuant to Chapter II, Section 2, Paragraph (1) of the Phoenix City Charter, the City of Phoenix (City), Human Services Department (HSD), makes funding available to provide for Senior Nutrition Meal Program Services (SNMP), to include meal services at up to sixteen (16) senior center sites located within the boundaries of the City of Phoenix, and home delivered meal services to persons age sixty (60) and over and adults with disabilities.
2. The City of Phoenix is seeking a qualified Contractor to provide these services in accordance with the contract requirements. The resultant Contract will be in effect for an initial period of three (3) years with the option to renew for an additional two (2) year period thereafter, up to a maximum term of five (5) years based upon Contractor performance and meeting the requirements of the Contract. It is the City's intent to administer the Senior Nutrition Meal Program in the most efficient and cost-effective manner.

## 1.2. Background

1. The City currently operates various senior programs and provides a congregate lunch at fifteen (15) Senior Centers. Logistically, these centers are situated nearly thirty-five (35) miles apart from the farthest north senior center to the farthest south senior center and cover a geographic range of approximately 500 square miles. Four (4) of the Senior Centers house commercial production kitchens where meals can be prepared. It is anticipated that during the term of this contract an additional production kitchen will be added at the Cesar Chavez senior center.
2. The Contractor must serve congregate meals at all Senior Centers and perform all necessary cleanup. The City will not be providing vehicles or equipment to transport the meals. For locations and maps of Senior Centers for the congregate meal services, refer to Exhibit B - Senior Center Locations. It is anticipated that during the term of this contract the City will open the Cesar Chavez senior center and take the McDowell center offline for remodeling.
3. The congregate lunch menu includes one daily meal choice offered up to 5 days a week, If the meal is not already vegetarian, a second, vegetarian option must be made available. Congregate meals at the Chinese Senior Center must be deemed appropriate and acceptable to the Chinese Senior Center Supervisor. Tofu in lieu of protein for Chinese meals will be an option daily. Sample menus are included in Exhibits C and D. Contractor agrees to adhere to all food regulations as directed by the City.
4. The Contractor must prepare and deliver meals to eligible homebound seniors and disabled persons for the Home Delivered Meal Program (HDM) weekly Tuesday

through Friday. Some clients qualify for up to 7 meals per week, so a combination of hot and frozen meals are delivered Tuesday - Friday, HDM clients are generally provided the same meal that is served to the Congregate meal participants.

5. Low sodium, diabetic, and a combination of low sodium diabetic meals are provided to HDM clients when authorized by case management.
  - i. Currently, the incumbent Contractor prepares standard meals at three (3) of the City's commercial kitchen sites for both congregate and HDM. Meals for the Chinese Senior Center are prepared at that location. Congregate meals are then delivered to the satellite Senior Centers that do not have commercial production kitchens. For the HDM Program, Meal Delivery Aides employed by the Contractor utilize personal vehicles for delivery. Meals are transported using warming and cooling containers to maintain required temperatures.
  - ii. In total, the Contractor prepares approximately 350,000 meals each year for both congregate and HDM. For a list of meals served annually in fiscal year (FY) 2023 and 2024, refer to Exhibit E - FY 2024 Congregate Meals and Home Delivered Meals 2024.
  - iii. All requirements outlined in the Area Agency on Aging, Inc. (AAA) Contract the City must be met by the Contractor. See Exhibit K.
  - iv. The City will make available its commercial production kitchens for the Contractor's use in preparing congregate and HDM. The Contractor may utilize the City's commercial production kitchens or may prepare meals at another location(s) of its choosing.

### 1.3. Contact Information

**Nancy Harrison**

Contracts Specialist II Lead  
200 W. Washington St. 18th Floor  
Phoenix, AZ 85003  
Email: [nancy.harrison@phoenix.gov](mailto:nancy.harrison@phoenix.gov)  
Phone: [\(602\) 262-4037](tel:6022624037)

**Department:**

Human Services

## 1.4. Timeline

### Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local time. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Nancy Harrison) at (602) 262-4037/Voice or 711/TTY, or nancy.harrison@phoenix.gov, no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	January 31, 2025
<b>Pre-Offer Conference and Site Visit (Non-Mandatory)</b>	<b>February 12, 2025, 1:30 pm</b> Desert West Community Center 6501 W. Virginia Avenue Phoenix, AZ 85035-1500
<b>Site Visit</b>	<b>February 13, 2025, 2:30 pm</b> McDowell Place Senior Center 1845 E. McDowell Road Phoenix, AZ 85006-3052  <b>February 14, 2025, 9:30 am</b> Pecos Community Center 17010 S. 48 <sup>th</sup> Street Phoenix, AZ 85048-1201
<b>Written Inquiries Due Date</b>	February 21, 2025, 3:00pm
<b>Offer Due Date</b>	March 14, 2025, 3:00pm

## 2. Instructions

### 2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Senior Nutrition Program Services (SNMP) for a three (3) year contract with two (2) one year options to renew for a possible 5 year contract period commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

### 2.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

### 2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included, or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

## 2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

## 2.5. Delivery

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order (ARO) must be stated in definite terms. Should there be variations in delivery times by item, the submittal should be clear concerning these variations.

## 2.6. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Human Services Department, 200 W. Washington Street, 18th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

## 2.7. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the



requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

## 2.8. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

## 2.9. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

## 2.10. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

## 2.11. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

## 2.12. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

## 2.13. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. For electronic submittals the prevailing clock will be the Email time stamp.

Offers must be submitted in one of the following ways:

1. Offeror's Name
2. Offeror's Address (as shown on the Certification Page)
3. Solicitation Number
4. Solicitation Title
5. Offer Opening Date
6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
7. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

## 2.14. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

## 2.15. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

## 2.16. Offer Evaluation Criteria

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation factors are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

### **Evaluation Criteria (maximum 1000 points)**

Evaluation Criteria #1 – Experience, Expertise and Reliability of Offeror's Organization and Key Personnel	300 pts
Evaluation Criteria #2 – Price Proposal	275 pts
Evaluation Criteria #3 – Meal Operations Plan – Method of Approach	250 pts
Evaluation Criteria #4 – Financial Capacity	100 pts
Evaluation Criteria #5 – Transition Plan	75 pts

## 2.17. Pre-Award Qualifications

Offeror must have been in operation a minimum of 5 years. The Offeror's normal business activity during the past 5 years will have been for providing the goods or services in this solicitation.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

## 2.18. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **14 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

## 2.19. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

- A. Factors that may be considered by the City include:
  - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
  - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
  - 3. Safety record; and,
  - 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

## 2.20. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the

scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

## 2.21. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;

- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

## 2.22. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

## 2.23. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

## 2.24. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by

the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

## 2.25. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to award multiple contracts.

## 2.26. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

**Responsiveness:** Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer non-responsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be non-responsive.

**Responsibility:** To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

## 2.27. Equal Low Offer

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be

given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

## 2.28. Evaluation of Competitive Sealed Offers

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

## 2.29. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which offers are within the Competitive Range, when appropriate.

## 2.30. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

## 2.31. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or



otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### 2.32. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

### **3. Scope of Work**

See Exhibit A.

## **SCOPE OF WORK – EXHIBIT A**

### **OVERVIEW OF PROGRAM SERVICES**

#### **1. PURPOSE**

- 1.1 Pursuant to Chapter II, Section 2, Paragraph (1) of the Phoenix City Charter, the City of Phoenix (City), Human Services Department (HSD), makes funding available to provide for Senior Nutrition Meal Program Services (SNMP), to include meal services at up to sixteen (16) senior center sites located within the boundaries of the City of Phoenix, and home delivered meal services to persons age sixty (60) and over and adults with disabilities.
- 1.2 The City of Phoenix is seeking a qualified Contractor to provide these services in accordance with the contract requirements. The resultant Contract will be in effect for an initial period of three (3) years with two (2) one-year options to renew for a possible 5-year contract period commencing on or about July 1, 2025; based upon Contractor performance and meeting the requirements of the Contract. It is the City's intent to administer the Senior Nutrition Meal Program in the most efficient and cost-effective manner.

#### **2. BACKGROUND**

- 2.1 The City currently operates various senior programs and provides a congregate lunch at fifteen (15) Senior Centers. Logistically, these centers are situated nearly thirty-five (35) miles apart from the farthest north senior center to the farthest south senior center and cover a geographic range of approximately 500 square miles. Four (4) of the Senior Centers house commercial production kitchens where meals can be prepared. It is anticipated that during the term of this contract an additional production kitchen will be added at the Cesar Chavez senior center.
- 2.2 The Contractor must serve congregate meals at all Senior Centers and perform all necessary cleanup. The City will not be providing vehicles or equipment to transport the meals. For locations and maps of Senior Centers for the congregate meal services, refer to Exhibit B - Senior Center Locations. It is anticipated that during the term of this contract the City will open the Cesar Chavez senior center and take the McDowell center offline for remodeling.
- 2.3 The congregate lunch menu includes one daily meal choice offered up to 5 day a week. If the meal is not already vegetarian, a second vegetarian option must be made available. Congregate meals at the Chinese Senior Center must be deemed appropriate and acceptable to the Chinese Senior Center Supervisor. Tofu in lieu of protein for Chinese meals will be an option daily. Sample menus are included in Exhibits C and D. Contractor agrees to adhere to all food regulations as directed by the City.

The Contractor must prepare and deliver meals to eligible homebound seniors and disabled persons for the Home Delivered Meal Program (HDM) weekly Tuesday through Friday. Some clients qualify for up to 7 meals per week, so a combination of hot and frozen meals are delivered Tuesday - Friday, HDM clients are generally provided the same meal that is served to the Congregate meal participants.

- 2.4 Currently, the incumbent Contractor prepares standard meals at three (3) of the City's commercial kitchen sites for both congregate and HDM. Meals for the

Chinese Senior Center are prepared at that location. Congregate meals are then delivered to the satellite Senior Centers that do not have commercial production kitchens. For the HDM Program, Meal Delivery Aides employed by the Contractor utilize personal vehicles for delivery. Meals are transported using warming and cooling containers to maintain required temperatures.

- 2.5 In total, the Contractor prepares approximately 350,00 meals each year for both congregate and HDM. For a list of meals served annually in fiscal year (FY) 2023 and 2024, refer to Exhibit E - FY 2024 Congregate Meals and Home Delivered Meals 2024.
- 2.6 All requirements outlined in the Area Agency on Aging, Inc. (AAA) contract with the City must be met by the Contractor. See Attachment K.
- 2.7 The City will make available its commercial production kitchens for the Contractor's use in preparing congregate and HDM. The Contractor may utilize the City's commercial production kitchens or may prepare meals at another location(s) of its choosing.

### **3. CITY EQUIPMENT AND CITY NON-FOOD SUPPLIES**

- 3.1 If the Contractor utilizes the City of Phoenix Senior Center kitchens, all property, kitchen equipment and non-food supplies at the senior centers shall remain the property of the City. See Exhibit L for list of equipment available for contractor use.
- 3.2 If the Contractor opts to utilize City-owned equipment, Contractor is solely responsible for the preventative maintenance and repair of City equipment utilized by the Contractor. Contractor preventative maintenance and repair schedules and standards must be consistent with manufacturer recommendations and industry best practices. Contractor shall maintain records of inspection and repair and provide service records to the City bi-annually or upon request. Contractor is responsible for cleaning steam tables after meal service and descaling weekly. In addition, contractor is responsible for quarterly steam cleaning of production equipment. Contractor is also responsible for maintenance as defined in paragraph 19. of the Special Terms and Conditions.
- 3.3 The City is not responsible for replacing equipment that is not City-owned. The City will provide for National Fire Protection Association (NFPA) hood inspections, but maintenance and repair at commercial kitchens will be the responsibility of the contractor.

## **CONGRAGATE MEAL SERVICES**

### **4. SERVICE DESCRIPTION**

- 4.1 Congregate Meal Services provide a nutritious hot meal containing at least one third of the Dietary Reference Intakes (DRI) for an individual in a congregate meal setting. One unit is equal to one meal.
- 4.2 Contractor will adhere to all City regulations as it relates to healthy procurement, and plan menus accordingly.
- 4.3 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. Congregate meals are provided daily to all eligible participants at the City of Phoenix senior centers. This service also links older adults with community-based services and provides resources that give participants choices for physical and health interventions, where available. In addition to nutritious meals, congregate meal participants are provided an opportunity for socialization and nutritional education.

## 5. CONTRACTOR SERVICE REQUIREMENTS

The Contractor shall perform the following services:

### 5.1 Standard Requirements

The Contractor shall be responsible for the food supplies and service for the Congregate Meals at all locations listed in Exhibit B.

5.1.2 Each meal must contain at least one-third of the current Dietary Reference Intakes (DRI's) for nutrients, as established by the Food and Nutrition Board of the National Academy of Science - National Research Council. Refer to: <https://www.nationalacademies.org/our-work/summary-report-of-the-dietary-reference-intakes>.

5.1.3 All meals shall be prepared in compliance with all standards of municipal, county, state, and federal requirements related to the food service operation.

5.1.4 The Department of Economic Security (DES) Division of Aging and Adult Service (DAAS) policies and procedures manual defines the following requirements for each meal.

Number of calories

Sodium range

Mean Pattern standards

Refer to: <https://des.az.gov/services/aging-and-adult/partners/daas-policy-and-procedure-manual>

5.1.5 Meal Plans shall follow the current Dietary Guidelines for Americans. Refer to: [Current Dietary Guidelines | health.gov](https://www.health.gov/dietary-guidelines).

The Contractor will be required to plan, prepare, provide and serve meals in accordance with the most recent version of the DES DAAS "Nutrition, Food Service and Wellness Manual". Refer to:

<https://des.az.gov/sites/default/files/legacy/dl/AAA-1182A.pdf?time=727906043578>.

contractor should provide one meal option daily at all locations, unless the meal is not vegetarian. Then a second vegetarian option will be provided. Refer to Exhibits C and D.

5.1.6 The Chinese Senior Center requires a meal deemed appropriate and acceptable to the Asian Community. The Contractor will be required to create a unique cycle menu to be served at this location, consulting with the Chinese Center Supervisor. Refer to Exhibits E and F. The B option will be the same as the A meal choice with a protein substitution of tofu.

5.1.7 Contractor shall obtain and utilize the expertise of a registered dietician to ensure all nutritional requirements are met. Documentation will be in the form of a nutritional analysis for each meal which will include values for the following: calories, protein, carbohydrates, fiber, fat, saturated fat, calcium, magnesium, potassium, sodium, zinc, vitamin B6, folate, vitamin B12, vitamin C. Refer to Exhibit F - Example of Nutritional Meal Analysis.

5.1.8 If more than half of a day's meal components are replaced for the duration of the cycle, a revised nutritional analysis must be submitted to the HSD Contract Manager via email within two (2) weeks of the first occurrence. This does not apply to one-time substitutions.

5.1.9. Contactor will be required to develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a three-day emergency menu with supplies on hand for implementation.

## 5.2 Special Implementation

Contractor shall provide sack lunch options for senior center events and field trips. Refer to Exhibit G – Standard Sack Lunches.

- 5.2.1 Sack lunches are cold meals provided in individual portable containers.
- 5.2.2 Sack lunch meals must meet the congregate meal requirements unless previously approved by the HSD Contract Manager.
- 5.2.3 Contractor will be required to provide Special Event Meals for center celebrations and holidays which coincide with the theme of the event and/or holiday. Holiday meals will be incorporated into the regular menu cycle. Holiday meals will include St. Patrick's Day, Juneteenth, Independence Day, Fiestas Patrias, Oktoberfest, Thanksgiving, and Christmas. Special events outside of the specified holidays will be discussed with Contractor and Contract manager before approval.
- 5.2.4 Special events by center will require notification to the contractor in advance. The HSD Contract Manager will notify the Contractor of a special event meal request at least six (6) weeks prior to the date of the special event.
- 5.2.5 Special meals outside of the specified holidays will need to be approved by contractor and Contract manager before implementing.
- 5.2.6 On occasion, the City and Contractor will work together to develop and implement a meal contribution campaign to increase revenues for the congregate meal program. This work may include, but is not limited to, aiding, developing and distributing promotional materials, surveys, and collection systems. The work performed by the Contractor will be considered contracted responsibilities and does not include additional fees or payment.

## 6. **LICENSURE/CERTIFICATION REQUIREMENTS**

The Contractor shall ensure that:

- 6.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the American Dietetic Association; have successfully completed the examination for registration and meet continuing education requirements.
- 6.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.
- 6.3 Ensure that Certified Dietary Managers meet the requirement for certification as identified by the Certifying Board of the Dietary Managers Association, meet continuing education requirements and are in good standing with the Board.
- 6.4 Certified staff person(s) shall be responsible for complying with the Maricopa County Health Department Environmental Standards.
  - 6.4.1 The City requires an "A" rating on all Maricopa County Health Inspections. Any rating below an "A" is unacceptable and requires immediate attention. Immediate notification of the violation(s) shall be made to the HSD Contract Manager, at which time the Contractor shall provide a corrective action plan to correct the deficiencies and return to full Health Inspection compliance.
- 6.5 The City will ensure that the Maricopa County Environmental Services Department Permit to Operate is renewed yearly and posted in each kitchen if the Contractor chooses to use the City's facilities.
- 6.6 Volunteers who handle food must obtain Food Handler Card/ Certificates.

## 7. **MENU PLANNING**

- 7.1 A cycle menu is an eight (8) week menu that will be rotated on a biannual basis (every 6 months). Contractor shall solicit input from meal participants to develop cycle menus. Contractor will be required to attend semi-annual Nutrition Council

Meetings to review feedback on meal satisfaction. Meals shall be primarily hot meals with occasional cold meals.

- 7.2 Food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption. Menus shall be planned to reduce the frequent use of foods high in sugar, salt, and saturated fats. The entree protein may not be repeated more than two (2) times in the same service week, none of which shall be on the same day. The entire meal may not be repeated within the same cycle menu. The Contractor will incorporate ethnic, cultural and religious preferences when planning cycle menus.

- 7.2.1 Each week of the cycle shall include at least one of each of the following meal types: Vegetarian, Mexican Inspired, and Asisan Inspired meals.

The number of processed main entrees (e.g. hot dogs, bratwurst, pressed lunch meats, etc.) must be limited to no more than 10% of the main entrée choices per cycle. The Contractor will plan menus considering the availability of foods during seasons when they are most plentiful. The Contractor will plan meals considering a variety of color, flavor, texture and appearance.

7.3 Menu and Nutritional Analysis Submittal and Approval

- 7.3.1 The contractor shall submit the biannual Congregate and Chinese cycle menus in an approved format to the HSD Contract Manager on or before the following dates: January 15 - Spring Cycle Menu for the months of April through September. July 15 - Fall Cycle Menu for the months of October through March.

- 7.3.2 The HSD Contract Manager will submit any comments or changes to the contractor within 15 calendar days of submittal. Contractor shall submit final menus signed and certified by a Registered Dietitian (RD), Nutritionist, Dietetic Technician Registered (DTR) or Certified Dietary Manager (CDM) and a cycle menu nutritional analysis for each approved meal on or before the following dates: February 15 – Spring Cycle Menu, August 15 – Fall cycle Menu.

- 7.3.3 Contractor shall submit approved monthly menus to the HSD Contract Manager for posting by the 10<sup>th</sup> of the month the menu becomes effective. Contractor must have a record on file of the menu "as served" for each meal should there be a question or issue about the food. Menu items must be specific and include the detail of the food item. For example; instead of "Chicken", identify "Lemon Baked Chicken", instead of "Potato" identify "Baked or Mashed Potato". Contractor shall identify any allergens such as nuts or legumes.

- 7.4 All substitutions or menu changes shall be documented and available on site for review. Contractor shall notify the HSD Contract Manager as soon as the decision to substitute a product has been made. Substitutions shall only be made because of a temporary inability to obtain certain foods and must be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. All substitutions including menus for holidays and special occasions must meet menu requirements unless otherwise approved by the City.

7.5 Meal Reservations System

The City utilizes an electronic meal reservation process in the HSD Case Management System (CMS). The City will identify the number of meals to be

ordered daily. A meal projection report will be sent to the Contractor every Wednesday. This will provide the estimated number of meals for the following week. The final order will be determined by HSD and a final order report will be sent to the Contractor by 12:00 p.m. two business days prior to the day of service.

#### 7.6 Meal Preparation

All foods shall be prepared to retain maximum nutritive value, color flavor and texture. Food donation may be utilized, but only from a source approved by the City.

- 7.6.1 The following items cannot 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.
- 7.6.2 Hair nets and beard guards must be worn by kitchen staff.
- 7.6.3 Gloves must be worn by kitchen and serving staff when handling ready-to-eat foods.
- 7.6.4 Contractor shall maintain a frozen meal, for at least seven (7) calendar days, which contains a sample of each food item for potential lab testing of food borne illness. Contractor shall label each food sample with the name of the food item and date prepared.
- 7.6.5 Meals must be eaten in the senior center; no food may be removed from the site. Exceptions include only intact fresh fruit, cookies and cakes from the participant's own place. The City may decide to allow additional meals to be produced for members to purchase.

#### 7.7 Meal Delivery to Satellite Kitchens

Contractor shall verify meal quantities and match the final order report prior to food leaving the City's production kitchen or Contractor's kitchen. Contractor shall deliver meals to the satellite kitchens Monday through Friday except for designated holidays, special events, emergencies, etc. as specified by the City. Occasional off-site deliveries may be required when associated with a center special event.

- 7.7.1 Contractor (server) at satellite kitchen(s) shall verify quantities upon arrival and document temperature at time of delivery.
- 7.7.2 Upon food inspection of meals, if meals are burnt, raw or do not meet the temperature requirement, or servings are incomplete or products are missing, the meals will not be served, and the City will not be charged.
  - 7.7.2.1 When the City determines there is a missing meal item or unacceptable meal item (including but not limited to burned food or raw food that should have been cooked), the City will, within a reasonable period, notify the Contractor of the missing or unacceptable meal item. Contractor shall immediately prepare and deliver the missing or unacceptable item to the site and provide or replace missing or unacceptable item prior to serving time on the day the meal is to be served. The City will not reimburse the Contractor for the meal from which an item was missing or unacceptable; nor will the City reimburse the Contractor for the replacement meal if received prior to serving time. The acceptable portions of the meals already delivered will not be returned to the Contractor.

#### 7.8 Congregate Meal Service

The Contractor will provide meal service at the service window at all locations at designated lunch times per center (See Exhibit I). The Contractor will provide, at



minimum, three (3) extra meals daily to allow the City to record temperatures, taste test, and to substitute for an unsatisfactory member meal or to compensate for a kitchen error. These meals will not be charged to the City. The City will consider an option for meals to be dropped off in sealed or covered containers by Contractor before scheduled lunch service without providing service at the service window. Containers must be sufficient to hold temperatures and safely be stored in a warmer or refrigerator.

- 7.8.1 The Contractor shall document on the Menu Portion /Quality Control (MPQC) form (refer to Exhibit H) the number of meals delivered to each site, the temperature upon arrival and the temperature at service if providing service Contractor will staff appropriately to ensure meal service is completed within 30 minutes from the time the service window is opened to closed. City staff will not assist to meet service times.

Hot foods must be served at **140° F** or above and cold foods at **40° F** below. Temperatures must be met at the time of meal service and must be maintained throughout the meal serving time. The food must arrive at the senior centers **hot** between **140° F** and **180° F**, and **cold** at or below **40° F**. Meals must be served at the scheduled time every day unless approved by the City. The satellite kitchens may not store or re-use leftover cooked food. Portion control is to be carefully monitored to ensure compliance with the Meal Pattern Standards.

- 7.8.2 Following meal service, Contractor will be required to clean and sanitize the meal area. This includes sweeping and mopping areas utilized by the contractor. The kitchen is to be left in the condition in which it was found or better and ensure the level of cleanliness is suitable for kitchen operations consistent with industry standards. Contractor may utilize the City dumpster for trash, and all boxes must be broken down prior to placement in the dumpster or recyclable receptacle.
- 7.8.3 Contractor shall provide prepackaged heavyweight utensils for all meals, which shall contain a fork, spoon, knife, heavyweight 2 ply 12"x12" napkin, salt and pepper packet. The City will approve contents prior to distribution. Contractor will also provide condiments necessary with all meals, and all foods will be garnished when practical. The City strongly encourages the Contractor to use recycled material whenever possible.
- 7.8.4 Contractor shall develop a written emergency/contingency plan for meal delivery in case of fire, flood, natural catastrophe, or facility problem. The plan will be kept on file with the City and the Contractor. This should include a three-day emergency menu with supplies on hand for implementation. The emergency/contingency plan will be reviewed and updated continually to ensure that the plan may be implemented when needed.

## 7.9 Food Service Forms

MPQC form (Exhibit H). The Contractor shall complete this report daily and maintain copies at the meal sites. The City will regularly review this report.

- 7.9.1 Any catered meal site (satellite and HDM) must maintain a record of the food temperatures from the preparation kitchen, upon delivery, and at the time of packaging and/or service. Food temperature reports should be monitored regularly by the kitchen staff to ensure compliance with temperature standards. City staff may observe or record temperatures along with the

Contractor staff. If food received does not meet standards, immediate action must be taken to bring temperatures to standard in accordance with subparagraph 7.8.2 prior to packaging or serving.

7.9.2 If milk is delivered separate from the catered meal (once a week rather than daily) the temperature of the milk can be measured prior to meal service. Items that do not require a temperature test include breads, cookies, cakes or other dry desserts, Ice cream (note that product is frozen), fresh fruit and gelatin, condiments (if commercially single service packaged).

7.9.3 The City will complete and sign the appropriate amended Meal Count Form once the number of meals served has exceeded three (3) over the number provided in the Daily Meal Count Report. The City will provide the request to the Contractor's Program Supervisor the day the amendment occurs. The Contractor shall provide signed amended Meal Count Forms to the HSD Contract Manager when received. The signed form verifies the information is accurate and the Contractor is aware of the change.

## **8. Optional Meals**

The City, at its discretion, may choose to seek service for alternative meal options. Contractor may bid on any, all or none of the options. If the contractor decides not to include the options, the City may seek other vendors to fulfill this need.

### **Option A: Food Trucks**

Contractor will solicit and arrange for a food truck to be available on site on the scheduled day of the event.

### **Option B – Pop Up Café (or Catered events)**

The City may host occasional pop-up cafes (or catered events) at the centers. Contractor may be asked to provide snacks, pastries and meal boxes equivalent to a congregate meal for the event (for example, a protein box with fruit, nuts, hardboiled egg and slice of cheese). No servers will be necessary for this type of event. The City provides coffee, cream, sugar, cups, napkins, stir sticks, plates, coffee lids and sleeves.

### **Option C – Private Pay Home Delivered Meals**

The City may choose to oversee private pay options for residents who do not qualify for traditional Home Delivered Meals. If the City decides to engage in this program, the Contractor will prepare and deliver the meals to paying participants. Route sheets, meal tracking, and payments will be separate from Home Delivered Meals previously referenced in this solicitation.

### **Option D - Emergency Meals**

The City may have need for emergency meals in the event of a natural disaster or other crisis requiring residents to be sheltered in City buildings and in need of meals.

## **9. STAFF TRAINING**

Contractor shall provide training to employees and food handlers in food safety and sanitation in accordance with the Maricopa County Health Department. Contractor will require a proficiency demonstration prior to a new employee being released for solo duties at satellite locations. It is recommended that the Contractor provide new cycle menu training to all cooks prior to start of a new cycle menu. The Person in Charge (PIC) at production kitchens is required to hold a Food Manager Certification and have it on file with the Contract Manager within 45 days of hire. This should include site

supervisors, as Maricopa County regulations require the PIC to be onsite during health inspections.

9.1 Contractor will provide an all staff training once a year to reiterate the program mission, goals and procedures. Contractor shall keep on file a record of all staff training(s) to include the following: employee name, type of training, date of training, training agenda, sign-in-sheet, and training reference materials, if applicable. The City, at its discretion, may request training records of Contractor staff.

## **10. MONITORING**

Contractor shall conduct monitoring visits to one or more serving sites a minimum of once every thirty (30) days and will review the following areas to ensure compliance with regulations in: 1) food handling, storage, preparation and service; 2) sanitation and safety; and 3) staff aptitude.

10.1 Contractor will generate a monitoring report that identifies any deficiencies at the senior sites and submit the monitoring report and corrective action plan to the HSD Contract Manager within five (5) business days of monitoring visit. Items to be reviewed include, but not limited to:

- Food Services Manager, Certification/Food Handler Card or Certificate are current and available for review.
- Employees' food safety and sanitation practices are in accordance with the Maricopa County Health Department.
- Meals are prepared and served as identified on approved menu.
- Completion and accuracy of documentation of food temperatures in all areas; catered, congregate, and HDM.
- Meal presentation including appearance, taste, portion control, and acceptability.
- Inventory control to ensure food on hand is appropriate to menu, planned use of overstocked items, and proper rotating of stock.
- Purchasing procedures are cost effective and deliveries are checked.
- Observe kitchen staff, storage areas, and bathrooms to ensure compliance with stands and regulations.

10.2 The City will inspect production kitchens Quarterly and will submit a report to the Contractor within ten (10) days of the inspection. Items to be reviewed include but are not limited to kitchen equipment, sanitation, supply and storage areas, kitchen personnel, food temperatures, and quality of meal service. Frequency of inspections could increase depending on the compliance of the inspections.

## **11. ACKNOWLEDGEMENT**

All advertisements, publications, and printed materials, including the Approved Monthly Menu, that are distributed by the Contractor must identify that the meal services are funded by the City of Phoenix Human Services Department.

## **HOME DELIVERED MEALS (HDM)**

### **12. SERVICE DESCRIPTION**

HDM services provide a nutritious hot or frozen meal containing at least one-third of the DRI delivered to an eligible participant to his/her place of residence and which meet the standards established by the Older Americans Act and complies with the Dietary Guidelines for Americans published by the Secretaries

of the Department of Health and Human Services and the United States Department of Agriculture. One unit is equal to one meal.

Home delivered meals are a case managed service and are within the parameters of the contract. The Contractor shall serve clients deemed eligible by the AAA and its designated case management agencies.

Home delivered nutrition meal services provide older adults, in their home or place of residence, with nutritious meals and provide resources and options, when available, that allow older adults to remain independent in their homes and communities. A "wellness check" is conducted at the time of the meal delivery to ensure the general health and well-being of the client.

### **13. ELIGIBILITY REQUIREMENTS**

For the purpose of the home-delivered meal program, persons, age sixty or over who are homebound because of illness or an incapacitating disability, or who are otherwise isolated; the spouse of an eligible participant, regardless of Age; or persons less than sixty years of age with disabilities who reside at home with an eligible HOM participant are eligible for this service. In general, persons receiving home delivered meals are not eligible to receive a congregate meal on the same day.

### **14. CONTRACTOR SERVICE REQUIREMENTS**

The contractor shall perform the following services:

#### Standard Requirements

14.1.1 Contractor shall be responsible for the food supplies and delivery of the home delivered meals.

14.1.2 When the Contractor hires new HDM employees or volunteers, Contractor must contact three (3) references from persons other than family members. Documentation of contacts must be kept on file.

14.1.3 Each meal must contain at least one-third of the current DRI's for nutrients, as established by the Food and Nutrition Board of the National Academy of Science National Research Council.

Refer to: <https://www.nationalacademies.org/our-work/summary-report-of-the-dietary-reference-intakes>.

14.1.4 All meals shall be prepared in compliance with all standards of municipal county, state and federal requirements related to the food services operation. The DES DAAS policies and procedures manual.

14.1.4.1 Number of calories

14.1.4.2 Sodium range

14.1.4.3 Meal Pattern Standards, Refer to

<https://des.az.gov/services/aging-and-adult/partners/daas-policy-and-procedure-manual>.

14.1.5 All meals provided by the Contractor shall be in accordance with the AAA menu standards and guidelines. Reference Exhibit F - Example of Nutritional Meal Analysis. All meal plans shall follow the current Dietary Guidelines for Americans. Refer to: <https://health.gov/dietaryguidelines/2015/guidelines/>

14.1.6 The Contractor will be required to plan, prepare, provide and serve meals in accordance with the most recent version of the

DES DAAS "Nutrition, Food Service, and Wellness Manual."  
Refer to: <https://www.nationalacademies.org/our-work/summary-report-of-the-dietary-reference-intakes>

- 14.1.7 Contractor shall obtain and utilize the expertise of a registered dietitian to ensure all nutritional requirements are met. Documentation will be in the form of a nutritional analysis for each meal which will include values for the following: calories, protein, carbohydrates, fiber, fat, saturated fat, calcium, magnesium, potassium, sodium, zinc, vitamin B6, folate, vitamin B12, vitamin C.
- 14.1.8 If more than half of a day's meal components are replaced for the duration of the cycle, a revised nutritional analysis must be submitted to the HSD Contract Manager via email within two (2) weeks of the first occurrence. This requirement does not apply to one-time substitutions.

## 15. Opening HDM Clients

The case manager will notify the Contractor of the new client by providing a Service Authorization Form (SAF) which details the client's information and specific delivery needs. The SAF will include, at minimum, the following client information: name, address/location, telephone number, emergency contact information, number of meals per week, days of service, and the modified diet order, if applicable.

- 15.1.1 When the SAF is received, Contractor staff should promptly verify the information for accuracy by contacting the client. Any discrepancies should be immediately directed to the case manager. The expectation is that the Contractor will start meal delivery the following day after receiving the authorization, but no longer than three (3) working days after authorization was received. The SAF may be emailed to the Contractor to expedite the start of meals.
- 15.1.2 The case manager will determine the client's need for meals and the specific need for the number of meals allocated per week. The Annual Nutrition Screening Survey shall be the sole responsibility of case management.

## 16. HDM Client File

The Contractor shall establish and maintain a working case file on each home delivered meal client and keep such files confidential. The file should contain the following:

- 16.1.1 **Serve Tracker Progress Notes & Client Information (Electronic Case File)**  
All home delivered meal operations must be conducted using the Serve Tracker software system. Contractor must document all authorizations from the case manager and all other discussions concerning the client in the client's progress notes. Documentation to include all service authorizations including the date authorized and the name of the case manager authorizing service.

Pertinent information on the client must include:

- Emergency contact person
- Physician's name and telephone number
- Health information (i.e. hard of hearing, blind, physical limitations; etc.)
- Delivery information (i.e. gate codes, animals, etc.)

- 16.1.2 Must include documentation that home delivered meal service was initiated within three (3) working days of receiving the proper authorization from case management. Emergency information must be updated in ServeTracker

biannually or as changes to this information occur. Documentation of the date client was not home to receive a scheduled meal, and all follow up action. Documentation of any reported change in the client's mental/physical condition and any subsequent action.

- 16.1.3 All notes shall include dates, names and details on every action and must end with the initials of the person entering the information. If the client is authorized for frozen meals, documentation of the client's ability to store and reheat the meal to appropriate temperatures must be maintained in the client's case file. The most current progress note should be recorded above the last entry so that it is read first.

#### 16.2 Paper File Documentation

Paper file documentation must include copies of each SAF and Arizona Standardized Client Assessment Plan (ASCAP) received from case managers; documentation of case manager authorization regarding the client's inability to sign for the receipt of a meal, if applicable, including the name(s) of the designated signatory(s) and his/her relationship to the client, in addition to record of Emergency Contact information.

#### 16.3 Senior Adult Independent Living (SAIL) to Arizona Long Term Care System (ALTCS) Transfers (Case Management Referral Agencies)

Occasionally SAIL clients will transfer to the ALTCS program and continue home delivered meals. The SAIL case manager will call the Contractor to close services; the ALTCS case manager will call the Contractor to re-start services. Do not assume that if a SAIL client is transferred to ALTCS that he/she will be authorized for home delivered meals. Contractor will be required to make the appropriate changes within the PHAROS database.

#### 16.4 Reauthorizations Changes & Closures

- 16.4.1 The case manager will notify the Contractor staff of any changes in service. Contractor shall respond promptly to any changes.
- 16.4.2 On some occasions, the Contractor may be contacted by the client or caregiver to discontinue service. The Contractors must follow up with case managers regarding the client's request and wait for case management action. The meals can be put on hold until the case manager identifies a closure or other action.

#### 17. Client Hold

Clients may be placed on hold for brief periods of time for such situations as hospitalization, emergencies, family visits, or vacations. Once a client is placed on hold, the Contractor staff must contact the case manager at least once every thirty (30) days for further instruction. If a client requests that meals be placed on hold, the Case Manager should be promptly notified by the Contractor. If a client contacts the kitchen requesting that meal delivery be resumed, but their service authorization has expired, the Contractor must receive authorization from the Case Manager to resume meal delivery. If a client has not been home to receive the regularly scheduled meals for two (2) consecutive days, the Contractor may place the client on hold until the reason for the client's -absence is discussed with the case manager. Clients may cancel meals periodically for doctor appointments or other circumstances. These one-day cancellations are not considered a hold; therefore, managers do not need to be contacted. ServeTracker S Progress Notes must be written to document these unusual situations.

## 18. Licensure/Certification Requirements

- 18.1.1 The Contractor shall ensure that Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association; have successfully completed the examination for registration and meet continuing education requirements. Nutritionists must hold a Bachelor's or Master's degree in food and nutrition. The Contractor shall also ensure that Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, meet continuing education requirements and are in good standing with the Board.
- 18.1.2 The Contractor shall ensure that a certified Food Service Manager oversees operation of the commercial kitchen(s) on the proper use of all kitchen equipment and appliances and in the proper handling of food. Certified staff person(s) shall be responsible for complying with the Maricopa County Health Department Environmental Standards. It is the responsibility of the Food Service Manager to assure that staff who handle food obtain a food handler's card and that they are posted in a conspicuous location in the kitchen. Volunteers also must obtain Food Handlers card(s), but their cards do not need to be posted due to the limited number of times they serve meals.

## 19. Menu Planning

- 19.1.1 A cycle menu is an (8) eight-week menu that will be rotated on a biannual basis (every 6 months). Contractor shall solicit input from meal participants to develop cycle menus. Meals shall be primarily hot meals with occasional cold meals. Food components are required to be fresh, ripe, edible and within date of expiration upon time of consumption.
- 19.1.2 Menus shall be planned to reduce the frequent use of foods high in sugar, salt, and saturated fats. Plan, prepare and serve meals for persons needing diabetic, sodium-restricted diets, or a combination of low sodium diabetic meals. Restricted diets will be authorized on the SAF. The entree protein may not be repeated more than two (2) times in the same service week, none of which shall be on the same day. The entire meal may not be repeated within the same cycle menu. The Contractor shall incorporate ethnic, cultural and religious preferences when planning cycle menus.

Each week of the cycle shall include at least one (1) of each of the following meal types: Vegetarian, Mexican Inspired, and Asian Inspired meals. Each month, at least two of the Friday meals shall be a fish or non-meat entree. The number of processed main entrees (e.g. hot dogs, bratwurst, pressed lunch meats, etc.) shall be limited to no more than 10% of the main entree choices per cycle. Contractor will plan menus considering the availability of foods during seasons when they are most plentiful, and will plan meals considering a variety of color, flavor, texture and appearance.

## 19.2 Menu and Nutritional Analysis Submittal and Approval

- 19.2.1 The Contractor shall submit the biannual HDM cycle menu to the HSD Contract Manager on or before the following dates: January 15 - Spring Cycle Menu for the months of April through September; July 15 - Fall Cycle Menu for the months of October through March. The HSD Contract Manager will submit any comments or changes to the contractor within 15 calendar days of submittal.

- 19.2.2 Contractor will submit final menus signed and certified by a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (COM) and a cycle menu nutritional analysis for each approved meal on or before the following dates: February 15 - Spring Cycle Menu, and August 15 - Fall Cycle Menu. Monthly menus shall be submitted in Excel format to the HSD Contract Manager by the 10th of the month preceding the month the menu becomes effective.
- 19.2.3 Contractor must have a record on file of the menu "as served" for each meal should there be a question or issue about the food. Menu items shall be specific and include the detail of the food item. For example; instead of "Chicken", identify "Lemon Baked Chicken"; instead of "Potato", identify "Baked" or Mashed Potato". Distribute monthly menus to clients two (2) weeks prior to end of the month in the dominant language of the participant. Contractor shall retain menus for one (1) full year for audit purposes.
- 19.3 Menu changes and Substitutions  
All substitutions or menu changes shall be documented and available on site for review. Contractor shall notify the HSD Contract Manager as soon as the decision to substitute a product has been made. Substitutions which must be made because of a temporary inability to obtain certain foods, must be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. All substitutions, including menus for holidays and special occasions, must meet menu requirements.
- 19.4 Meal Preparation
- 19.4.1 All foods shall be prepared to retain maximum nutritive value, color, flavor and texture. Food donations may be utilized, but only from an approved source which must be approved by the City. The following cannot 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.
- 19.4.2 Prepare and then chill or freeze meals for distribution, when appropriate, for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Hair nets and beard guards must be worn by kitchen staff. Gloves must be worn by kitchen and serving staff when handling ready-to-eat foods.
- 19.4.3 Contractor shall maintain a frozen meal, for at least seven (7) calendar days, a daily sample of each food item for potential lab testing of food borne illness. Contractor shall label each food sample with the name of the food item and date prepared.
- 19.5 Meal Packaging  
For hot or cold meals delivered, Contractor must utilize a packaging system with a perforated film sealant to prevent the growth of microbiological hazards, and to retain packaging integrity. The system must be approved by the HSD Contract Manager. Contractor must clean and sanitize the packaging system daily. Occasionally, the menu would not require the use of a compartment for a menu item; however, to provide greater eye appeal to clients and maintain food temperatures, the third compartment should be filled with an additional ¼ cup hot vegetable, hot fruit (i.e., applesauce) or hot bread. Packaged meals must be loaded into the home delivered meal carriers immediately after being individually packaged.



19.6 Meal Delivery Service

- 19.6.1 Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day. A route sheet listing all clients' names, addresses, and any special delivery instructions must be used by the driver. The ServeTracker program features a route delivery sheet called Route Lists. The Contractor shall deliver fresh or frozen meal(s) directly to the client between 10:00 a.m. - 2:00 p.m. Contractor may utilize frozen home delivered meals for non-delivery days and holidays, to accommodate a client's medical care such as dialysis, or where it is cost effective to provide service beyond the limitations of a hot meal delivery circuit.
- 19.6.2 Prior approval by the (AAA) is required and will be coordinated by the HSD Contract Manager. The frozen meal(s) must be specifically authorized by a Case Manager. Meals shall be delivered to clients within two (2) hours of being packaged. When a client is authorized to receive frozen meals and indicates they do not have the necessary equipment to properly store and/or prepare frozen meals, the Case Manager will be notified, and the file documented.
- 19.6.3 Contractor must maintain a sufficient number of meal carriers which must be equipped with an adequate heat source to transport hot and cold meals.
- 19.6.4 Meal Delivery serves the additional purpose of providing a wellness check on the client (see 19. Welfare Check). If the client is not home to receive the meal, the following must occur: HDM staff must attempt to contact the client by telephone. If the client cannot be reached by phone, HDM staff will contact client's emergency contact. If no contact is made with either the client or the emergency contact, Contractor should still plan on delivering to the client the next scheduled day. On the second consecutive day the client is not home to accept the meal, the same process above is followed and no contact is made with either the client or the emergency contact, the case manager will be notified, and the client's meals will be placed on hold until the client is located. The meal must be returned to the kitchen for disposal. Meals may not be left at the door, on the porch, in a cooler, or with a neighbor or caregiver.
- 19.6.5 Welcome packets shall be prepared in English and Spanish. Menus must be in the predominant language of the client. Contractor shall distribute written information on proper meal storage and reheating methods to all clients. A packet will be given to every new client at the first delivery including, but not limited to: 1) a welcome letter with kitchen contact information and hours of operation, a written schedule with the days of the week and approximate time of delivery, meal cancellation instructions information on how to comment on the food, and contribution rates only if the client is in the SAIL program; 2) current menu; 3) safe food handling and storage instructions.
- 19.6.6 Home delivered meals carriers, both hot and cold, must be sealed tightly immediately after packaging and must be opened only as necessary to remove individual meals. Cold foods must be packed in separate containers from hot foods. Cold foods must be packed on ice or with re-freezable ice packs. Bread items should be packaged separately from hot foods. Modified diet meals must be labeled clearly to ensure proper delivery. Each delivery driver shall take temperatures of home delivered meals twice monthly on the HDM Temperature Test Report Form for each delivery route. Temperatures must be taken of all hot and cold products except fresh fruit, breads, baked goods (i.e. cookies, cakes), and shelf-stable items. Home delivered meal temperature standards are:
- Hot Meals Placed in Containers: At or above 165° F AND Delivered: 140° F (minimum).

- Cold Meals Placed in Containers: At or below 35° F AND Delivered: 40° F (maximum).
- 19.6.7 The Contractor must review each report and shall take necessary action to ensure full compliance with home delivered meal temperature standards. Corrective action shall be documented on the temperature form. Contractor shall keep temperature reports on file and submit a copy to the HSD Contract Manager by the 10<sup>th</sup> of the following month after service.
- 19.6.8 Contractor shall provide assistance in opening the meal containers as needed or requested. Contractor shall allow time in the home to inquire as to the well-being and health of the client (see 19. Welfare Check). Contractor must obtain the clients' signature on the receipt each time meals are delivered. If a client is unable to sign his/her name, then an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, delivery person may execute a signature and initial the signature.
- 19.6.9 The Contractor shall report all unusual incidents in writing within two (2) days to the HSD Contract Manager who will notify the AAA. If the incident involves calling 911 emergency assistance, the incident must be reported by telephone or emailed within 24 hours to the AAA and the HSD Contract Manager. Unusual incidences are defined as any potentially liable circumstance that occurs within the Contractor's facility or occurs while conducting the HDM service. An unusual incident would include, but not be limited to, medical situations or accidents, fights or other major conflicts, any reasonable suspicion of any form of abuse or neglect, and any criminal actions. Subsequent to contract award, the Contractor will be provided with AAA contact information should this occur.
- 19.6.10 Report to City Staff if a client does not receive a scheduled home delivered meal. The Contractor will coordinate with client and applicable case manager and/or emergency contact. Contractor shall document the number of meals served daily. Contractor shall investigate complaints received from clients and case managers and submit a report to the City documenting the incident and how the issue was addressed. City will forward a copy of the complaint and the Contractor's written response to the appropriate case manager and AAA within fourteen (14) calendar days from receipt of complaint.

## 20. Welfare Check

- 20.1 To ensure the client's welfare, Contractor will be responsible for assessing the mental and physical status of the individual at the time of meal delivery and taking appropriate action if there are any relevant changes. Appropriate action may include immediate assistance, notifying the HOM supervisor or designee, notifying the assigned case manager, or calling 911. In addition, Contractor shall report any of these types of incidences to City staff within 24 hours.
- 20.2 There may be times that the client is not available to answer the doorbell when the meal arrives. When the delivery person does not see the client for several consecutive days for any one of these reasons, Contractor's HDM staff shall ensure that on at least one (1) calendar day each week there is visual confirmation that the client is at home. This ensures the client's welfare and protects the provider agency from fraud. If someone in the client's house is preventing contact with the client on a regular basis, report the circumstances to the HSD Contract Manager and the case manager.

## 21. HDM Signature Policy

- 21.1 All home delivered meal clients must, if possible, sign for their own meal on each

day they receive a meal. The meal signatures are the basis for the number of meals served and reported to the AAA or the designated case management agency. Audits and assessments of the signature sheets will be conducted by AAA staff to ensure that the meals reported are substantiated by individual signatures. If a participant is unable to sign his/her name then another person in the client's home must sign the client's name on the signature sheet, then initial the signature.

- 21.2 As a last resort, delivery staff may make a signature for the client who is unable to sign for him/herself. Make an indication in the Notes section on the delivery sheet regarding the client's inability to sign. In cases where a client is unable to sign, the home delivered meal supervisor must get case manager authorization for others to sign for the client. This authorization must be documented in the client's file. In the ServeTracker program, change the field "Signature Required" to "No." Each signature represents one delivery. The weekly authorization in the ServeTracker program shows which meals are weekend/frozen meals; this information is automatically transferred to the signature sheets and the posting screen each day. In this case, the signature of the client next to the number of meals received serves as verification for audit purposes. Signature sheets must be maintained on file for a minimum of five years.

## 22. Client Contributions

All SAIL home delivered meal clients must be given the opportunity to make a confidential contribution towards the cost of the meal. The process must ensure the clients will not feel pressured by staff or volunteers to contribute. If clients give cash directly to the delivery person, the delivery person should put the contribution into an envelope. The contractor shall print and distribute the monthly contribution request letters from ServeTracker by the 14<sup>th</sup> of the month following the month of service. Upon client request, Contractor shall provide a receipt for contributions. All contributions must be turned in daily by the driver, logged on the appropriate form and given to City staff for deposit by 3 pm • daily. Contributions shall be logged daily by the contractor for each route.

## 23. HDM Delivery Vehicles

Vehicles in which the meals are delivered must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance. The delivery vehicle must be kept neat and clean at all times. Individual delivering the meal must be a minimum of eighteen (18) years of age and shall clearly display an identification badge when delivering meals. Persons under eighteen (18) may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen (18).

## 24. Emergency/Contingency Plan

Contractor shall develop, implement, and maintain an emergency contingency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation. Contractor shall develop a written emergency/contingency plan for meal delivery (HDM) and congregate in case of fire, flood, natural catastrophe, or facility problem. The plan will be kept on file with the City and the Contractor. This should include a three (3) day emergency menu with supplies on hand for implementation. The emergency/contingency plan will be reviewed and updated continually to ensure that the plan may be implemented when needed.

## 25. Staff Training

- 25.1 Contractor shall provide training to employees and food handlers in food safety and sanitation in accordance with the Maricopa County Health Department. Contractor shall train meal delivery staff in communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery. This evaluation is considered a welfare check (see 19. Welfare Check). Training should include, at a minimum, and should be conducted prior to person beginning home delivery service:
- social needs of the homebound client;
  - development of observation of skills necessary to detect changes in client functioning or status;
  - appropriate methods of interacting with homebound clients;
  - appropriate responses to client medical emergencies;
  - methods of reporting changes in client's physical/mental status;
  - methods for reporting barriers to service delivery; and contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- 25.2 Contractor will provide an all staff training once a year to reiterate the program mission, goals and procedures. Contractor shall keep on file a record of all staff training(s) to include the following: employee name, type of training, date of training, training agenda, sign-in-sheet, and training reference materials, if applicable. The City, at its discretion, may request training records of Contractor employees.

## 26. Acknowledgements

All advertisements, publications, and printed materials, including the Approved Monthly Menu, that are distributed by the Contractor must identify that the meal services are funded by the AAA and the City of Phoenix Human Services Department.

## 27. Nutrition Education

The Contractor shall distribute, at least two times per quarter to all home delivered meal clients; printed nutrition education materials provided by the City, the AAA, or other organizations backed by credible research, such as but not limited to: The American Dietetic Association, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging. Copies of all distributed educational material shall be kept on file for a minimum of one (1) year.

## 28. Reporting Requirements

Contractor shall submit the monthly invoice to the HSD Contract Manager by the 7<sup>th</sup> day of the month following the month of service. Monthly Invoice must include the following:

- Invoice number and date;
- City contract number;
- Unit price, extended and totaled;
- Quantity ordered and shipped.

Contractor must submit a report to the HSD Contract Manager identifying missed meal deliveries ("no-shows") by the 5<sup>th</sup> of each month. No more than two consecutive no-shows prior to a client being placed on hold will be approved for payment. If a client is

authorized to resume service during the month and has additional no-shows in the same month, those no- shows will be billable in accordance with this section.

Contractor shall coordinate efforts with HSD Contract Manager to conduct surveys to obtain client comments for improvement efforts.

## 29. Monitoring HDM Services

29.1 Contractor shall conduct a review at least monthly, with the staff and/or delivery coordinator of the client status, routes (including time and distance) delivery specifications, compliance, and changes, and other HDM services.

29.2 Contractor shall require HDM Supervisors to ride along on each delivery route at least once a quarter to observe the driver and to ensure that all delivery standards are being met. Contractor shall prepare documentation that includes the ride-along dates, route, driver, and the resolution of any issues. City will inspect production kitchens quarterly, and a will submit a report to the Contractor within ten (10) days of the inspection. Items to be reviewed include but are not limited to:

1. Kitchen Equipment
2. Sanitation
3. Supply and Storage areas
4. Kitchen Personnel
5. Food Temperatures'
6. Quality of Meal Service
7. Staff training and in-service records
8. HDM client files
9. HDM signature sheets
10. Compliance with regulations

29.3 Contractor will be required to retain files specific to the Area Agency on Aging Agreement according to the City of Phoenix Retention Policy and Filing System (See Exhibit N. Files will remain onsite for the full term of the Area Agency Agreement. At the end of each contract period, the City will arrange removal of the contract year documents for further document retention.

## 4. Evaluation Criteria

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

A. Experience, Expertise and Reliability of the Organization and Key Personnel	0-300 points
B. Price Proposal	0-275 points
C. Meal Operations Plan-Method of Approach	0-250 points
D. Financial Capacity	0-100 points
E. Transition Plan	0-75 points
<b>Total Points</b>	<b>1000 points</b>

Rating Definitions for Criteria A, B, D, and E	% of Max Points
<b>Above Expectations</b> = The Offeror's response meets all requirement(s) outlined in the RFP and exceeds what is required in some areas.	100% Points
<b>Meets Expectations</b> = The response meets the requirement(s) outlined in the RFP.	75% Points
<b>Below Expectations</b> = The response minimally addresses the requirement(s) of the RFP, but one or more major considerations of the requirement(s) is not addressed, or the experience and/or solution is so limited that it results in a low degree of confidence in the response or proposed solution.	50% Points
<b>Unacceptable</b> = The response fails to address the requirement(s) of the RFP or fails to provide any experience related to the requirement(s) of the RFP or elements of the proposal are unacceptable.	0 Points
Rating Definitions for Criteria B	Max Points
Lowest price divided by Offeror's price multiplied by total number of points assigned to price.	275 points

## 5. Standard Terms and Conditions

### 5.1. Definition of Key Words Used in the Solicitation

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

## 5.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
  2. Special terms and conditions
  3. Standard terms and conditions
  4. Amendments
  5. Statement or scope of work
  6. Specifications
  7. Attachments
  8. Exhibits
  9. Instructions to Contractors
  10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.



- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 5.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
  4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
  2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
  3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
  2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
  3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

#### 5.4. Governing Law; Forum; Venue

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

#### 5.5. Audit/Records

- A. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
- B. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

## 5.6. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

## 5.7. Costs and Payments

- A. Under this Agreement, the City will pay for services at a fixed bill rate of \$dollars per meal, with no additional charges for overhead, benefits, local travel or administrative support. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement shall not exceed contract award amount per year. Payments shall be made in proportion to the Services performed.
- B. City will pay any sales or use taxes resulting from this Agreement. Consultant shall be solely responsible for payment of taxes based on Consultant's income. Consultant agrees that on all billings, invoices, books and records relating to this Agreement, Consultant will state the charges imposed for the sale, transfer and licensing of tangible personal property separately from charges imposed for professional, personal and technological services including, but not limited to, software installation, modification, training, consulting and technical telephone support.
- C. **Invoices.** Consultant shall submit invoices in arrears, on a monthly basis. Each invoice will clearly note any Purchase Order number. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's

rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.

- D. **Commencement of Work.** The Consultant is cautioned not to commence any billable work or provide any material or service under this Agreement until Consultant receives a fully executed contract document or otherwise directed to do so, in writing by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Consultant recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- H. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## 5.8. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in EXHIBIT A – SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.
- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the

City. Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.

- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

## 5.9. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

## 5.10. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.



- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent 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 employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

## 5.11. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
  - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an

- acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
    - Discontinue advancing the work in progress, or such part that is described in the notice.
    - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
    - Appraise the work it has completed and submit its appraisal to the City for evaluation.
    - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
  3. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
    - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
    - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
    - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
    - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
    - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.

- D. **Temporary Suspension.** The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and such additional expense is not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.
- E. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

## 5.12. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or ; (4) deposited in the United States mail, postage prepaid.

If to Contractor:

If to City: HSD Contract Manager

## 5.13. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

## 5.14. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of

Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

### 5.15. Waiver of Claims for Anticipated Profits

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

### 5.16. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

### 5.17. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

### 5.18. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest).

Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

### **5.19. No Israel Boycott**

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

### **5.20. No Forced Labor of Ethnic Uyghurs**

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

### **5.21. Advertising**

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

### **5.22. Strict Performance**

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by

law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

### 5.23. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

### 5.24. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

### 5.25. No Third-Party Beneficiaries

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

### 5.26. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

## **6. Special Terms and Conditions**

### **6.1. Term of Contract**

The term of this Contract will commence on or about July 1, 2025 and will continue for a period of three (3) years thereafter. This Contract includes two (2) one-year options to extend the term, for an aggregate five (5) years, which may be exercised by the sole discretion of the City.

### **6.2. Free on Board (FOB)**

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): TBD.

### **6.3. Price**

Contractors will provide their price per meal, per year as requested in Attachment O Cost Proposal. All prices submitted shall be firm and fixed for the initial two years of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

### **6.5. Method of Ordering**

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

### **6.6. Method of Invoicing**

Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms



- FOB terms
- Remit to address

## 6.7. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

## 6.8. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

## 6.9. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

## 6.10. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

## 6.11. Delivery

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., local time, Monday through Friday, excluding City holidays. City holiday calendar:

<https://www.phoenix.gov/calendar/holidays>

## 6.12. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- B. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

### 6.13. SBE / DBE Utilization

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

### 6.14. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

### 6.15. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- B. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

### 6.16. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

## 6.17. Specific Performance

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

## 6.18. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

## 6.19. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the

disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

## 6.20. Accommodations

- A. Parking accommodations, including the cost thereof, shall be borne by Consultant.
- B. Badge and key fees as specified in Section 18.6 of this Agreement shall be borne by Consultant.

## **7. Defense and Indemnification**

### **7.1. Standard General Defense and Indemnification**

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened, or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

### **7.2. Commercial Use Permits, SASO Permits and Licenses**

Permittee (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or contractors (“Indemnitor’s Agents”) arising out of or related to Indemnitor’s occupancy and use of the Premises. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened, or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration for the use and occupancy of the Premises, Indemnitor waives all rights of subrogation against

Indemnatee for losses arising from the use, occupancy or condition of the Premises. The obligations of Indemnitor under this provision survive the termination or expiration of this Permit.

## **8. Insurance Requirements**

### **8.1. Contractor's Insurance**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section 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 may purchase additional insurance as they determine necessary.

### **8.2. Scope and Limits of Insurance**

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

### **8.3. Commercial General Liability – Occurrence Form**

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- Contractor's General Commercial Liability coverage must contain an endorsement for sexual abuse and molestation.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

## 8.4. Automobile Liability

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

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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

## 8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

## 8.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov).

## 8.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## 8.8. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 any required endorsements are to be received and approved by the City



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 must be sent directly to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

### 8.9. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

### 8.10. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

## 9. Submittals

### 9.1. Copies

Please submit one electronic copy (PDF) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

### 9.2. Offer Submittal Format:

9.2.1 Submittal Format - The written offer must be signed by an individual authorized to bind Offeror and should provide the name, title, e-mail address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Offers should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed according to the following major sections:

- Tab 1: Experience, Expertise and Reliability of Offeror's Organization and Key Personnel; Resumes, and References.
- Tab 2: Price Proposal
- Tab 3: Meal Operations Plan – Method of Approach  
Senior Congregate Meals and Home Delivered Meals (HDM)  
(Tab 3 submittal not to exceed 50 double-sided pages or 100 single-sided pages)
- Tab 4: Financial Capacity
- Tab 5: Transition Plan
- Tab 6: Other Required Submittals
- Tab 7: Optional additional information; i.e., brochures, company information, etc.
- Tab 8: Signed Solicitation Amendments (addenda)

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

### 9.2.2 Proposal Content:

The proposal shall include the following information and must be submitted in the following sequence. Offerors shall submit a proposal that includes both Congregate Meals and Home Delivered Meals (HDM) in all required service areas.

**9.2.2.1 Tab 1 - Experience, Expertise and Reliability of Offeror's Organization and Key Personnel (300 Possible Points).**

- Include a summary to include the location, size and principals of your organization; current organizational chart, and number of years in business operating a large, multi-site meal services program.
- Submit Offeror's current business license, current Certificate Of Insurance, fire, health and any building certificates. Provide resumes of all proposed key personnel; and three (3) business references that are verifiable and can comment on the Offeror's related experience.
- Provide a description of your key personnel and organization's technical ability to meet the Scope of Work requirements.

**9.2.2.2 Tab 2 - Price Proposal (275 Possible Points)**

- Price shall be all inclusive of space, equipment, supplies, transportation, mileage, food, labor and any other additional costs.
- Pricing must be proposed in the most efficient and cost-effective manner for operating and managing a large, multi-site meal services program.
- Offeror shall submit an itemized budget for each service in accordance with the Price Proposal. Budget shall demonstrate all necessary expenditures in sufficient detail in order to determine if the price is fair and reasonable.

**9.2.2.3 Tab 3 - Meal Operations Plan – Method of Approach (250 Possible Points)**

The Offeror shall provide a detailed and thorough description of their Meal Operations Plan – Method of Approach to providing both the Congregate Meal and HDM services under this contract. Offeror must respond specifically, and in order to all items listed in the Scope of Work and must follow and be in accordance with the numbering sequence.

**9.2.2.4 Tab 4 - Financial Capacity (100 Possible Points)**

- Offeror shall submit the most recent independent or single audit conducted by an independent third party, certified public accounting firm, or audited financial statements conducted in accordance with generally accepted accounting principles. Offerors should submit one (1) electronic version.
- Provide a description of the fiscal management procedures utilized by your organization to include the accounting software, tasks/activities performed by accounting staff; mileage reimbursement procedures, etc.
- Describe your plan for collecting and reporting of participant donations; and any other information demonstrating your organization has the fiscal ability to operate a large food management service.

**9.2.2.5 Tab 5 - Transition Plan (75 Possible Points)**

Offeror shall submit their proposed methodology and plan to facilitate the transition of services, to include, at a minimum, staffing/personnel, facilities, food and non-food vendor contract utilization, equipment, supplies, transportation and the estimated length of time required to transition without any interruption of current services.

### 9.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual meals that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall be indicated in their offer.