

REQUEST FOR PROPOSAL
CONGREGATE and HOME DELIVERED MEALS NUTRITION PROGRAM
Hall County-Wood River, NEBRASKA

Notice is hereby given that proposals will be received at the Midland Area Agency on Aging (MAAA) for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be presented by 4:00PM Friday, May 20th 2022 to:**

Midland Area Agency on Aging
2727 W 2nd St, Ste 440 Hastings, NE 68901
Attn: Casey Muzic
Executive Director

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received at MAAA by the closing date. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

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| CLOSING DEADLINE DATE: 4:00PM Friday, May 20th 2022 |
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DEFINITIONS

AAA and/or Agency –Midland Area Agency on Aging.

Bidder – A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a contracted service.

Closing Date/Time – The day and time the Request for Proposal must be received in the office of the Midland Area Agency on Aging

Contract – Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and any subsequent Notice of Grant. The Contract constitutes the entire agreement between the Agency and the awarded Bidder.

Contractor – The Bidder awarded the Contract derived from this RFP.

Deliverable – The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Disability – A condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

1. Self-care
2. Receptive and expressive language
3. Learning
4. Mobility
5. Self-direction
6. Capacity for independent living
7. Economic self-sufficiency
8. Cognitive functioning
9. Emotional adjustment

DRI's – Dietary Reference Intakes.

Elderly Nutrition Program – A program which provides nutrition services, as authorized by the Older Americans Act of 1965, as amended.

Goals/Tasks – A discrete unit of work to be performed.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Nutrition Counseling – Provision of individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use, or chronic illnesses, or to caregivers. Counseling is provided one-on-one by a registered dietician, and addresses the options and methods for nutritional status.

Nutrition Education – A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants and care givers in a group or individual setting overseen by a dietitian or individual with comparable expertise.

Nutrition-Related Supportive Services – outreach, transportation, food shopping assistance, and escort of a participant to nutrition sites.

Nutrition Screening – Completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the Nebraska Aging Management Information System (NAMIS).

Nutrition Services – The procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.

Objectives/Sub-Tasks – Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Older Individual – A person sixty (60) years of age or older.

Proposal Deadline – The closing date associated with this proposal.

Provider – An entity providing nutrition services, or an entity under contract with the AAA to provide nutrition services.

Scope of Work – The mutually agreed to document which describes tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Tasks – A discrete unit of work to be done.

Volunteer – Means an individual who provides services without pay, but may receive reimbursement for expenses.

SECTION 1

INTENT OF THE REQUEST FOR PROPSAL

1.1. INTRODUCTION

It is the intent of this Request for Proposal (RFP) to secure the services of a qualified vendor for the Midland Area Agency on Aging (AAA) to provide a Home Delivered and Congregate Nutrition Program in Hall County-Grand Island Nebraska.

1.2. BACKGROUND INFORMATION

The purpose of the Older American's Act Nutrition Program is to provide nutrition service as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in Nebraska to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.

The goal of the Older American's Act Nutrition Program is to maintain or improve the physical, psychological, and social well-being of older individuals in Nebraska, by providing or securing appropriate nutrition services.

The objectives of the Older American's Act Nutrition Program are to:

1. Give preference to older Nebraskans in greatest economic or social need with particular attention to low-income minority individuals.
2. Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.
3. Promote and maintain high food safety and sanitation standards.
4. Promote good health behaviors through nutrition education and nutrition screening of participants.
5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

1.3. CONTRACT TERM

The initial Contract term shall be for a 12 month period. The start date will tentatively commence July 01, 2022 with a scheduled completion date of June 30, 2023 contingent on appropriate and sufficient funding.

1.3.1 PROGRAM FUNDING SOURCE

Midland Area Agency on Aging receives a combined state and federal budget of over \$750,000.00 for all programs in the Agency.

SECTION 2

SCOPE OF WORK

2.1. SCOPE OF WORK

Each Prospective Bidder shall include in its bid proposal how it intends to address the requirements of the following sections using criteria such as level of experience, and expertise, and provide assurance that it will establish linkages with other service providers to facilitate coordination and minimize duplication of effort.

Prospective Bidder Administration General Requirements

- A. The Prospective Bidder shall establish and administer a Congregate Nutrition Program in accordance with Section 331 of the OAA (42 U.S.C. 3030g-21) and Home Delivered Nutrition Services Section 336 of the OAA.
- B. Each Nutrition Program shall:
 - 1. Provide at least one (1) meal per day, unless otherwise specified.
 - 2. Serve meals at least five (5) days per week, unless otherwise specified.
 - 3. Comply with the Nebraska State Health Department regulations regarding safe and sanitary preparation and service of meals.

Staff Qualifications

- A. The Prospective Bidder shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the Congregate and Home Delivered Meal Nutrition Program, and demonstrate experience in food service and food service management, such as, but not limited to, cooking at a restaurant or in an institutional setting.
- B. Personnel - There shall be, at a minimum, a manager as required in (a) above, and a paid staff or volunteer. There shall also be a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the Program. The total number of staff shall be based on the method and level of services provided.
- C. Preference to Older individuals. Preference shall be given to hiring older individuals subject to the qualifications of the position.
- D. Volunteer Services. Volunteers shall be recruited and used in any phase of the program operations where qualified.

- E. Background checks must be completed on all staff and volunteers, prior to employment or engagement.

Staff/Volunteer Training Requirements

- A. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - 1. Food safety and prevention of food borne illness.
 - 2. Accident prevention, instruction on fire safety, first aid, choking, and other emergency procedures.
- B. Contractors are asked to send a staff person responsible for AAA grant contracts to meetings, as needed. The AAA will advise the Contractor when such meetings are scheduled.

Records, Reports, Distribution of Information, and Confidentiality

- A. The Prospective Bidder shall develop and maintain records on congregate and home delivered meal participants.
- B. The Prospective Bidder shall establish procedures in order to ensure the accuracy and authenticity of the number of eligible participant meals served each day. Such procedures shall be kept on file at the provider's site.
- C. Prospective Bidder records and reports shall be made available for audit, assessment, or inspection by authorized representatives of the AAA.
- D. The Prospective Bidder shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner.

Nutrition Services Incentive Program (NSIP)

- A. The Secretary of Agriculture provides cash assistance in support of the Elderly Nutrition Program through the Nutrition Services Incentive Program (NSIP) in accordance with Section 311 of the OAA (42 U.S.C. 3030a). These funds are distributed by the AAA at a rate of .70¢ per eligible meal and are included in the per meal rate.
- B. NSIP funds shall be used for meals which:
 - 1. Meet the dietary guidelines, as specified in Section 339 of the OAA (42 U.S.C. 3030g-21).
 - 2. Are served to eligible participants.

3. Are served to volunteers of any age.
- C. Use of NSIP funds:

NSIP funds shall be used to purchase food used in Congregate and Home Delivered Nutrition Programs. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.

Nutrition Services Requirements

Requirements for Congregate Nutrition Services

A. The Prospective Bidder shall:

1. Include procedures for obtaining the views of participants about the services received.
2. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.

B. Each congregate meal site shall meet all of the following:

1. Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, who is physically be on-site during the time that Congregate Nutrition Program activities are taking place.
2. Have equipment, including tables and chairs, which are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

Requirements for Home Delivered Meals:

- A. Prospective Bidders which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 140 degrees F or hotter, and the cold food is 40 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If routes are taking longer than 45 minutes due to weather or other conditions, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
- B. On a biannual basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file.
- C. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a completed eligibility assessment. An in-home assessment must be done by senior center staff to determine eligibility for home delivered meals before meal service starts. The

participant receiving a home delivered meal must have his/her status reviewed in person twice a year on a schedule defined by the Prospective Bidder and shall receive such meal as set forth in the policy adopted by MAAA. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Prospective Bidder.

- D. A temporary home-delivered meal may be provided for five consecutive days or less without an assessment being completed by the Prospective Bidder. Temporary meals should be recorded as guests.

Menus and Meal Planning

- A. **Menu Planning**. Each meal served by the Prospective Bidder must contain at least onethird of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, vitamin k, thiamin, riboflavin, and niacin. Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium. To assure that meals meet the United States Department of Agriculture guidelines for senior nutrition they must be approved by a Registered Dietitian.
- B. **Menu Approval**. Prospective bidders must submit 3-month cycle menus to MAAA in a calendar format for approval on a quarterly basis. ***All menus must be pre-approved by a Registered Dietitian.*** MAAA can provide preapproved menus, or ones are usually available from your food provider. Menus, in a calendar format listing portions of each food item, must be submitted to MAAA on or before the 15th day of June, September, December and March. When the 15th day of the month falls on a Saturday, menus are due the Friday before

JUNE 15TH FOR JULY, AUGUST & SEPTEMBER
SEPTEMBER 15TH FOR OCTOBER, NOVEMBER & DECEMBER
DECEMBER 15TH FOR JANUARY, FEBRUARY & MARCH
MARCH 15TH FOR APRIL, MAY & JUNE

- C. **Food Substitution**. Each meal will be served as originally planned. If the meal cannot be served or is unacceptable to the participants, it must be brought to the attention of the Nutrition Program Coordinator and Registered Dietitian. Food substitutions must be of similar nutritional value and may not reduce or significantly alter the nutritional content of the meal as planned. Food substitutions must receive prior approval by the Nutrition Program Coordinator. Any deviation from the reviewed menu pattern must be documented and filed. Substitutions must be held to a minimum.
- D. **Special Menu and Therapeutic Diets**. Any overly restrictive or multiple restriction diet prescriptions are discouraged. Contractors wishing to provide dietary modifications to meet the needs of health, religious or ethnic needs shall do so under the guidance of a Registered Dietitian. Upon request by an eligible meal participant, cultural and ethnic menus may be considered to help encourage targeted

groups of older persons to participate in the nutrition program. The Contractor may not ask or require participants to absorb the added costs (if any) of having special menus.

E. Meal Pattern.

It is the recommendation of MAAA and the policy of the State of Nebraska that the following factors must be considered when menus are planned.

A food identified in one food group category cannot be repeated and counted as a food in another food group category (i.e., a fruit identified as a dessert must not be counted toward the three servings of vegetables/fruits).

All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit in season" does not provide enough information to accurately determine the nutritional content of the menu.

There should be no duplicates during any one-week period with the exception of bread, milk products and potatoes.

Menus are required to be approved by a registered dietitian to assure that they meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:

- Protein – 22 grams per meal
- Fiber -10 grams per meal
- Vitamin A – 300 ug per meal
- Vitamin C – 30 mg per meal
- Folate – 133 mg per meal
- Calcium – 400 mg per meal
- Iron – 3 grams per meal
- Potassium – 1,566 mg per meal
- Sodium –1000 mg or less per meal

Nutrient content must be met for each menu but the following **minimums** must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cup of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
- 1 ½-2 oz high fiber bread roll / bread--- homemade or home baked.
- bread alternatives (pasta and / or rice) along with 1 oz bread
- nutrient dense bread desserts along with 1 oz bread
- sandwich item that contains 2 oz bread as 2 slices of bread or 1 bun □ 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

PERFORMANCE ACCOUNTABILITY. MAAA places an emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Prospective Bidders that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.

PORTION CONTROL. Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any MAAA staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each Prospective Bidders will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.

FOOD QUALITY. In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:

- Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
- Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
- Use different methods of food preparation (Example: baking, boiling, steaming, etc.) ▪ Use a variety of textures (Example: mashed potatoes and carrot sticks).
- Two colorful food items will be used in each meal (Example: green beans and peaches).
- Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
- Serve fruits, custards, puddings, etc. chilled.
- Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
- Use only good quality foods.
- Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Prospective Bidder will include:

- Canned fruit and vegetable - USDA Grade A.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better
- Eggs and Dairy Products - USDA Grade A or better. Eggs must be government inspected.
- Salt - iodized.

Eligibility for Services

A. III C1 Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse of a participating 60+ person.
3. A disabled person as defined in OAA sec. 102 (8) (9) under age 60 who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.
4. A disabled individual who resides at home with and accompanies an older adult eligible under OAA.

B. III C2 Home Delivered meals:

1. Any person aged 60 that is frail, homebound by reason of illness or incapacitating disability as defined in OAA Sec. 102 (8) (9), or otherwise isolated, shall be given priority.
2. A spouse of a person in #1 above, regardless of age or condition, may receive a home delivered meal if the MAAA criteria can conclude that it is in the best interest of the homebound person.
3. A disabled individual that resides at home with an older individual eligible under the OAA.

C. III E Caregiver meals (home delivered meals):

1. If the caregiver is an under 60 spouse, the meal for the caregiver is on a suggested contribution and becomes under 60 eligible (Home delivered Assessment and demographic forms must be filled out).
2. If the caregiver is under 60 other than a spouse, the meal for the caregiver is for the full price of the meal and is considered a guest meal.

D. Volunteer Meals

1. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.

Contributions and Fees for Cost of Meals

- A. An eligible individual shall not be charged for a meal, but shall be given the opportunity to contribute to the cost of the meal.
- B. The Prospective Bidder shall develop a suggested contribution based on raw meal costs and expenses.
- C. A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site.
- D. No eligible individual shall be denied participation because of failure or inability to contribute.
- E. The provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
- F. The Prospective Bidder shall have a procedure and necessary precautions to protect contributions and fees from loss, mishandling, and theft.
- G. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition related supportive services.

Service Requirements—General

- A. The Prospective Bidder shall comply with both of the following:
 - 1. The responsibilities of the Prospective Bidder set forth in 45 CFR 1321.65.
 - 2. The voluntary service contribution provisions set forth in CFR 1321.67
- B. The Prospective Bidder shall not disclose any information about an older individual, or any information obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:
 - 1. Be available only to authorized service staff assisting the individual and to the AAA.
 - 2. Remain in a secure, locked file or secure area to protect confidentiality of the records.
 - 3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual or his/her legal representative has been obtained.

C. The Prospective Bidder shall:

1. Comply with the terms and conditions of the contracts with the AAA.
2. Not subcontract any interest or obligation from a contract with the AAA, without the written agreement of the AAA.
3. Provide complete, accurate programmatic and fiscal reports to the AAA.

D. If the Prospective Bidder combines funds received from AAAs with other monies, the Prospective Bidder shall make accommodations to track the funds received from the AAA for audit purposes.

E. The provider will be assessed, on a quarterly basis, by staff of the AAA, to ensure compliance with applicable regulations, the terms of the contract and quality of the program.

Congregate Sites

The Prospective Bidder will operate at least one nutrition site located in Hall County-Grand Island Nebraska. The Prospective Bidder is required to submit an annual operating budget for the congregate site that at a minimum includes rental cost, utilities cost, administration cost, site manager cost, delivery cost, and food costs associated with the number of meals served at the site.

Serving Method

The Prospective Bidder will prepare meals on site and meet the requirements outlined in the sections entitled "Prospective Bidder Administration General Requirements", and the section entitled "Nutrition Requirements of Meals".

Data Capture and Reporting

The Prospective Bidder shall complete registration forms as provided and submit them to the AAA as scheduled by the AAA. Training on the registration forms will be provided by AAA staff.

SECTION 3

INFORMATION TO BIDDERS

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received at MAAA on or before 4:00PM Friday May 20th 2022.

It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Proposal must be mailed or delivered personally to:

Midland Area Agency on Aging
2727 W 2nd St, Ste 440 Hastings, NE 68901
Attn: Casey Muzic
Executive Director

3.2. ANNOUNCEMENT OF SUCCESSFUL BIDDER

The AAA's Governing Board, upon review of all proposals, will choose the successful bidder at its Governing Board meeting on June 2nd, 2022. The successful bidder will be advised in writing that said Bidder will be awarded the contract.

3.3. SUBCONTRACTING

Bidder may not subcontract without written approval of the AAA.

3.4. SERVICE VOLUME

Hall County-Wood River is expected to have one multipurpose Senior Center in Wood River. Typically serves 800 congregate meals and 400 home delivered meals annually. Expansion of services in this area is a priority for MAAA, bid with expectation of expansion of services.

3.5. CONTRACT TERMS OF PAYMENT

Payment for any contract entered into as a result of this RFP will be made monthly upon accurate submission of financial reports received at the Agency by noon on the third working day of each month.

Financial reports received after the third working day of the month will be considered late, and reimbursement will not be processed until the following month.

SECTION 4

GENERAL PROVISIONS

4.1. GENERAL INFORMATION

4.1.1. THE AAA RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFOMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE AAA SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

4.1.2. Each proposal must include the firm's name, address, dated and related data, and signed by a corporate officer, partner of the company, or agent authorized by the organization.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

4.1.3. All proposal and accompanying documentation submitted by the Bidders will become the property of the AAA and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

4.1.4. Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from the solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

4.1.5. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the AAA.

4.2. DETERMINATION OF BIDDER'S RESPONSIBILITY

4.2.1 Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the AAA's policy to conduct business only with responsible Bidders.

4.2.2 Non-responsible Bidder

The AAA may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform any Contract that may be derived from this proposal with the AAA or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same;
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the AAA or any other public entity.
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

4.3. PUBLIC DISCLOSURE

All public records of the AAA are available for disclosure except the contents of the proposals received in response to an RFP, until such time as the contract is awarded. Thereafter, the contents of any proposal will be available to the public. However, information specifically designated in the proposal as proprietary will not be made available.

4.4. QUALIFICATIONS OF BIDDER

The AAA may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the AAA all information and data for this purpose as the AAA may request. The AAA reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the AAA that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

4.5. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility and cooperation as shown by past work or services.
- Being in arrears on existing Contracts with the AAA or having defaulted on previous Contracts.

4.6. INDEMNIFICATION

Contractor has the contracted duty (hereinafter “the duty”) to indemnify, defend and hold harmless, the AAA, its Governing Board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney’s fees, costs, experts’ fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor’s liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the AAA. This duty shall arise at the first claim or allegation of liability against the AAA. Contractor will on request and at its expense, defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

4.7. INDEPENDENT CONTRACTOR/CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor/contractor and is not an agent or employee of the AAA and warrant that all persons assigned to the program/project are employees of the Bidder.

In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the AAA harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created and that the awarded Bidder shall hold the AAA harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers’ compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder.

It is mutually agreed and understood that the Bidder shall have no claim under any Contract that may result from this proposal or otherwise against the AAA for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

4.8. EXTENSION OF CONTRACT

In the event the successful Bidder offers to supply their service to the AAA for the same price as awarded from the result of this proposal for any succeeding period, and it would be economical and in the best interest of the AAA and provided the services have been to the satisfaction of the AAA, the AAA reserves the right to extend any Contract resulting from this proposal on a term-by-term basis to the successful Bidder awarded the Contract.

4.9. CANCELLATION DUE TO LACK OF FUNDING SOURCE

The AAA reserves the right to cancel any Contract that may be derived from this proposal upon thirty (30) calendar day's written notice in the event funds are not appropriated by the supporting governing body to continue such services.

4.10. FEDERAL AND STATE RULES RELATED TO EMPLOYMENT PRACTICES AND NON-DISCRIMINATION

During the performance of the Contract, the Contractor shall not discriminate unlawfully against any employee or applicant for the employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, sexual preference, medical condition, marital status, age or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Contractor shall further comply with the Civil Rights Act of 1964 (and any amendments thereto and the rules and regulations thereunder) and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

4.11. FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The AAA makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.12. DISPUTES AND APPEALS

Bidder agrees to attempt to resolve disputes that may result from this proposal by administrative process and negotiations in lieu of litigation. In connection with any appeal, Bidder shall be afforded an opportunity to be heard, and to offer evidence in support of its appeal.

4.13. OSHA REQUIREMENTS

All materials, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or

toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.14. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

4.15. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed to have agreed to be bound by the laws of the State of Nebraska in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Buffalo County, Nebraska, unless the parties agree otherwise or are otherwise required by law.

SECTION 5

SPECIAL PROVISIONS

5.1. INSURANCE

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain adequate insurance to protect itself and the AAA, as to any liability arising from performance of any contract resulting from this proposal. Contractor must provide proof of insurance to AAA.

5.1.1. If the Contractor fails to maintain any of the insurance coverage required herein, AAA may withhold payment, order the Contractor to stop the work, declare the Contractor in breach, or suspend or terminate the Contract.

SECTION 6

INSTRUCTIONS FOR SUBMITTING PROPOSAL AND PROPOSAL CONTENT REQUIREMENTS

6.1. GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, providing all information requested and a complete description of the functional operation of the program/project proposed.

It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED. Facsimile or electronically transmitted proposals will not be accepted, since they do not contain original signatures.

The proposal must be typed and submitted on standard 8 ½" by 11" paper. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

6.2. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. Your responding proposal should be written in such a manner to provide sufficient detail to enable the AAA staff and Governing Board members to know what is planned at every stage, and to make a judgment as to the probable success of your proposed effort.

Your proposal should provide a clear and concise description of the services to be provided by your company in response to the AAA's requested "Scope of Work". Describe your overall philosophy and goals in functional and operating terms – stated as what you will do, not what might be done in carrying out the AAA's requested objectives under the RFP's "Scope of Work". Address each of the

activities to be undertaken as a means of reaching the AAA's objective under the proposal. The description should be precise and concrete and designed to have measurable outcomes.

6.3. NUMBER OF COPIES TO BE SUBMITTED

Please submit **one (1) original signed hard copy**.

6.3.1. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (Attachment A). The Signature Page must be signed by the officer or officers legally authorized to bind the company, partnership, or corporation.

6.3.2. COVER LETTER

The Cover Letter must be a maximum of one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

6.3.3. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the AAA will assume that the Bidder's proposal meets those requirements as specified herein.

Exceptions shall be noted as follows:

- Exceptions to the Scope of Work
- Exceptions to General Provisions
- Exceptions to Special Provisions
- Exceptions to Instructions for Submitting Proposal and Proposal Content Requirements
- Exceptions to any other part of this RFP

6.3.4. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

6.3.4.1. History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

6.3.4.2. Governing Body

If your company has a board of directors, or other governing body, provide a list of the individuals serving.

6.3.4.3. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

6.3.4.4. Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what their function will be. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

6.3.5. APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the "Scope of Work". Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal.

6.3.6. COST PROPOSAL REPORT

It is essential that all responding Bidders include and clearly include all costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

SECTION 7

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

7.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the AAA. **The AAA shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the AAA after all factors have been evaluated.**

THE AAA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECT OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The AAA shall be the sole judge in making such determination.

The AAA reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the AAA's best interest to cancel the proposal process.

7.2. SELECTION OF REQUEST FOR PROPOSAL

The AAA's Governing Board will review and evaluate all proposals. It is the intent of the Governing Board to select an apparent successful Bidder with a recommendation to award the Contract. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

7.3. EVALUATION CRITERIA

The Governing Board will consider only those proposals which have been considered responsive to the proposal. The Governing Board may contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Governing Board shall not be obligated to accept the lowest priced proposal, but shall recommend

such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the AAA.

7.3.1. Proposals shall be evaluated by looking at:

1. Ability of Bidder to Implement Program
2. Responsiveness to Scope of Work
3. Business Structure and Experience
4. Budget (Cost Effectiveness)
5. Outreach and Publicity Efforts (Plans on how to reach 60+, low income, and minorities)

ATTACHMENT A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

Authorized Representative – Name Title

Signature Date

Taxpayer Identification No.: _____