



The City of St. Louis

DEPARTMENT OF HUMAN SERVICES

1520 MARKET STREET, ROOM 4065

St. LOUIS, MO 63103

(314) 612-5900

FAX: (314) 612-5929

FRANCIS G. SLAY

Mayor

WILLIAM F. SIEDHOFF

Director

November 25, 2014

The St. Louis Area Agency on Aging (SLAAA), Department of Human Services, City of St. Louis is seeking proposals from organizations qualified to provide the following services for the FY 2016 (07/01/15 to 06/30/16):

Nutrition Services

- a. Congregate Meals - Catered
- b. Home Delivered Meals - Catered
- c. Meals, Miscellaneous

All BIDDERS are encouraged to submit a proposal for serving the entire SLAAA program. Bids may include proposals for serving one (1) center or any combination of centers. BIDDER must specify the services to be provided, the nutrition centers to be served and the bid price for each service.

Submission of a complete signed proposal (which includes bid prices) in no way assures funding but does allow a bidder to be considered for funding. The City of St. Louis reserves the right to limit contract awards. There are no minimum or maximum funding levels guaranteed under this RFP. The City reserves the right to reject any or all bids.

This agreement may be extended for two (2) additional one (1) year periods (7/1/16 - 6/30/17 and 7/1/17 - 6/30/18). All extensions will be based upon the consent of the parties under the herein stated conditions to include a possible adjustment of the initial granted unit cost. The approval of the MO Department of Health and Senior Services (DHSS) must be obtained prior to granting any unit cost increases for the extended periods.

All BIDDERS must meet MO Code of State Regulations (CSR) pertinent to the applicable services as well as all other federal, state, local, and agency rules, regulations, policies and procedures that apply.

Pre Bid Conference: The Pre-Bid Conference will be held at St. Louis Area Agency on Aging, 1520 Market St, 1st Fl Conf Rm, at 1:00 p.m. on December 10, 2014. All potential BIDDERS are encouraged to attend this conference and bring a copy of the RFP. Copies of the RFP will not be provided at this meeting. Attendance is not required to submit a proposal. Questions should be submitted in writing to Executive

Director, SLAAA, not later than 4:00 p.m., December 5, 2014 for a definite answer to be provided at the Pre-Bid Conference. Amendments to this RFP, and other pertinent information related to this request will be posted at www.slaaa.org. An email will be sent to all persons that requested a copy of the RFP notifying them of changes to the website.

Sealed bids for ALL bidders must be submitted NLT 09:00 a.m., January 30, 2015.

The completed original proposal and six (6) copies will be marked "SEALED BID" and may be mailed or hand carried to the SLAAA office at the following address:

St. Louis Area Agency on Aging
Attn: CATERING BID
1520 Market St, Room 4086, St. Louis, MO 63103
Office Hours: 8:00 a.m. – 5:00 p.m.
(314) 657-1685 (voice) / (314) 612-5915 (fax) / SLAAA@stlouis-mo.gov (email)

The bidding organization has responsibility for the delivery of its bid within the established time frame. If a bid is mailed to the SLAAA office, SLAAA encourages the bidder to request a signed delivery receipt to verify timely delivery to the SLAAA office. If a bid is hand-delivered to SLAAA's office, a time/date receipt should be requested.

The successful BIDDER(S) shall provide a Performance Bond in the amount of one hundred(100) percent of the contract price for the initial contract period. The bond shall be executed by the contractor and licensed surety company listed in the current Department of Treasury Circular 570. Said Performance Bond shall be submitted to SLAAA not more than fifteen (15) days following the award of contract (@ April 15, 2015). The Performance Bond will be renewed annually within 15 days of any grant award for the extended period.

Please review the enclosed bid packet carefully, making sure to address all requirements and specifications, as applicable to your service(s). Remember to utilize the RFP checklist and submit it with your completed bid packet.

Bids received after the time deadline will be considered non-responsive and returned unopened to the bidding organization. Incomplete proposals, to include missing signatures, will be considered non-responsive and returned to the bidding organization. Thank you for your interest in quality meals delivery for our senior citizen population.

Sincerely,



David P. Sykora
Executive Director
St. Louis Area Agency on Aging

PART ONE

INTRODUCTION AND GENERAL INFORMATION

1. Introduction:

This document constitutes a Request for Proposal (RFP) seeking proposals from qualified contractors to provide meal services for the St. Louis Area Agency on Aging (SLAAA), hereafter referred to as the "CITY" according to the Scope of Work set forth herein.

2. Organization:

This document, referred to as a Request for Proposal (RFP), has been divided into the following parts:

Part One	-	General Information
Part Two	-	Scope of Work
Part Three	-	Proposal Process
Part Four	-	Sample Contract
Part Five	-	Exhibits
Part Six	-	Attachments

This RFP and the submitted proposal by the BIDDER will be incorporated in the final contract awarded to the CONTRACTOR.

3. Background:

The State of Missouri, Department of Health and Senior Services, under the authority of the Older Americans Act, has designated ten (10) Area Agencies on Aging (AAA) responsible for providing needed services to the elderly and their caregivers in their specified service areas throughout the State of Missouri. The St. Louis Area Agency on Aging seeks to procure such nutrition services for the elderly within its service area, the City of St. Louis.

The central office is located at 1520 Market St, Rm 4086, St. Louis, MO 63103.

According to the 2010 Census, the eligible aging population of the SLAAA service area stands at 49,919 persons over the age of sixty (60), about fifteen point six percent (15.6%) of the total population. Disabled persons (18-59 years old) make up another 18% of the population. These population cohorts consist of many multicultural and diverse groups that have a variety of needs. SLAAA attempts to meet those needs as best it can while continuing to serve the larger population. The need for services to assist older persons, no matter what their background or culture, to remain in their homes escalates as they advance in age. SLAAA's goal is to build a system of community-based care services, and offer such services, as alternatives to premature institutionalization of older persons. SLAAA utilizes a combination of federal, state, and local funds to provide services to older individuals and their caregivers to achieve its goal.

4. Purpose:

In order to ensure a comprehensive and coordinated system of community-based services for older adults and persons with disabilities in the City of St. Louis, the St. Louis Area Agency on Aging wishes to contract with qualified and dedicated service providers for the services listed herein to provide healthy and nutritious meals to our eligible citizens

The St. Louis Area Agency on Aging envisions the bidding group to be a mix of for-profit and not-for-profit businesses and organizations that have experience in the preparation and delivery of high quality, nutritious meals for our eligible recipients and who will provide quality service for the entire contract period.

5. Program Considerations:

Consideration will be given to proposals that demonstrate a combination of qualified experience, creativity, responsiveness to changing needs and emergencies, and reasonable costs.

6. Minority Participation:

It is the City of St. Louis' policy that "Minority/Women" business enterprises will be afforded full opportunity to submit bids in response to this invitation. All City of St. Louis competitive bids must follow Mayor's Executive Order #28 on Minority and Women-Owned Business Participation on City Contracts, Ordinance 64102 and 64103. This executive order establishes a goal of at least 25% MBE / 5% WBE participation in contracts and purchases when City funds are expended. No Bidder will be discriminated against, on the grounds of race, color, age, nationality, origin, disability or gender, in consideration of an award.

7. Target Population

The Senior Nutrition Program is designed to target persons, 60 years and older, with the greatest social and economic need, especially minority elderly. Nutrition Services are also provided on a limited basis to individuals with a disability ages 18-59 years old.

PART TWO

SCOPE OF WORK

1. Introduction:

The BIDDER who receives a contract as a result of this RFP shall provide services as listed below, in compliance with Sections 2, 3 and 4 of this Part, on an as needed / if needed basis. These services are defined and included in Exhibit S (Services, Definitions and Standards):

Nutrition Services

- a. Congregate Meals - Catered
- b. Home Delivered Meals - Catered
- c. Meals, Miscellaneous

The Bidder shall expressly understand and agree that no quantity of meals is guaranteed under the Contract and SLAAA does not guarantee that the BIDDER'S services will be utilized to any degree under the contract.

2. Service Standards:

The BIDDER must comply with all requirements and applicable service standards established in law, regulation and agency policy. The applicable service standards will become part of the fully executed contract for the purpose of this RFP; Exhibit S lists the scope of services, the minimum service standards acceptable, as well as known requirements or regulations, which may not be currently included in the Agency Policy and Procedures Manual.

3. Contract Period:

The successful BIDDER will operate under a contract with the CITY, for twelve (12) months, commencing (07/01/2015) and ending (6/30/2016), contingent upon continued funding, as specified in Part 4, Section 6d; participant satisfaction; and upon successful fulfillment of contract requirements by the BIDDER. This agreement may be extended for two (2) additional one (1) year periods. The Contractor shall furnish meals as ordered by the City, during the contract period. The list of SLAAA observed and projected holidays are at Exhibit U (SLAAA Holiday Schedule).

4. Contract Supervision / Monitoring:

In the performance of the services set forth herein, the BIDDER shall expressly understand and agree that a contract exists between the BIDDER and the City of St. Louis (SLAAA) upon approval and acceptance of the proposal by the City of St. Louis (SLAAA). Notification of such acceptance and approval will be provided in the form of an Award Letter sent to the BIDDER. The approved Request for Proposal, as accepted, will be restructured in the form of the contract found in PART FOUR of this document and forwarded for signature.

In addition, the BIDDER understands and agrees that SLAAA shall be responsible for the administration of the Contract. Therefore, the BIDDER agrees that CITY shall have general supervisory power over all programs and activities to be conducted under this contract and that the CITY shall make the final determination of all questions or disputes of any nature arising out of this contract. Additionally, the BIDDER will allow access by SLAAA, the Comptroller's Office of the City of St. Louis, the Missouri Department of Health and Senior Services, any federal or state grantor agency, the Comptroller General of the United States, and/or any duly authorized representatives of the aforementioned agencies, to any books, documents, papers, and records of the BIDDER which are directly pertinent to the contract with the CITY for the purpose of making audit, examination, excerpts, and transcriptions.

At a minimum, SLAAA will monitor and evaluate the BIDDER annually; the tentative schedule for this monitoring will be included in the contract of the successful BIDDER. The BIDDER should perform self-monitoring as required by SLAAA, the City of St. Louis, the State of Missouri, and the Federal Government. The successful Bidder agrees to participate in all mandatory meetings and training scheduled by SLAAA.

PART THREE

PROPOSAL PROCESS

1. Submission of Proposals:

Proposals must be priced, signed, sealed and returned with all necessary attachments to SLAAA by the receipt date and time specified. Bids received prior to the time of opening will be securely kept, unopened.

- a. Specifically, any form containing a signature line, such as the Bid Cover Sheet (Exhibit A) of the RFP and any amendments, must be manually signed and returned as part of the proposal. The Bidder certifies that he or she is the chief executive officer in the company or corporation responsible for the bid prices offered herein.
- b. BIDDER will use "Request for Proposal Checklist" (Exhibit B) before submitting the proposal. This should be completed and submitted as 'Attachment B'.
- c. The BIDDER will submit the original proposal and six (6) copies of their proposal.
- d. The BIDDER must respond to this RFP by submitting all data required herein for the proposal to be evaluated and considered for award. Failure to ensure the mathematical accuracy and completeness of such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
- e. To facilitate the evaluation process, the BIDDER is encouraged to organize the proposal into distinctive sections that correspond with the "Request For Proposal Checklist" described herein.
- f. A BIDDER'S proposal may be withdrawn by written notice received prior to the official award of contract. Proposals may also be withdrawn or modified in person by the BIDDER, or its authorized representative, provided proper identification is represented. Verbal telephone requests to withdraw or modify proposals will not be considered.
- g. SLAAA reserves the right to officially modify or cancel an RFP after issuance. Such a modification will be identified as an amendment and numbered in sequential order as issued. The BIDDER must sign and submit any additional amendments, including any required documentation, no later than the official closing date and time, as acceptance of the conditions stated therein.
- h. BIDDERS may elect to bid on catering for individual Centers, multiple centers, or the entire program. BIDDERS will list the names of the nutrition centers to be included in the bid, as described in the "Caterer- Estimated Meal Delivery" (Exhibit V), on the Bid Submission Sheets (Exhibit D), when submitting all bid proposals.

- i. By submission of this bid, the Bidder certifies and in the case of a joint bid, each party thereto certifies as its own organization, that in connection with this procurement;
 - (1) The price in this bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
 - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- j. The BIDDER will sign and submit Assurances (Exhibit H).

2. Clarification of Requirements:

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed to the contact person indicated on the Bid Cover Sheet and page 17 of this document. The BIDDER is advised that the only official position of SLAAA is that position which is stated in writing, and issued by SLAAA, as an RFP, an amendment to the RFP, or any written response to written questions thereto. No other means of communication, whether oral or written, shall be construed as a form of official response or statement. Any information given to a prospective bidder concerning this proposal shall be furnished to all prospective bidders if such information is necessary and pertinent to bidders in submitting bids.

3. Evaluation Process:

After determining that a proposal satisfies the mandatory requirements stated in the RFP (completeness, signatures, mathematical correctness, etc.), the comparative assessment of the relative benefits and deficiencies of the proposal, in relationship to the published evaluation criteria shall be made using subjective judgement. The award of a contract resulting from this RFP shall be based on the BEST proposal received in accordance with the evaluation criteria summarized below (See Exhibit E and Exhibit G for complete criteria):

a. **OPERATIONAL PLAN/APPROACH TO SCOPE OF WORK** (25pts) 25%

- (1) The adequacy of plant facilities for food preparation, with approved licensed certification that facilities meet all applicable state and local health, safety and sanitation standards.
- (2) Transportation/delivery capacity available on a daily basis to ensure that meals are delivered, as required, on time, to each nutrition site.
- (3) Meal packaging; type of service support to centers, and any other no-cost program enhancements for meal recipients.
- (4) Ability to meet/exceed service specifications where applicable.
- (5) Ability to react to emergencies, meet agency specific requests, provide storage as requested.

b. **EXPERIENCE/MANAGEMENT EXPERTISE** (25pts) 25%

- (1) Capacity for sound management as demonstrated through adequate staffing, staff credentials, education, and expertise, as well as the current organization service delivery capability.
- (2) Past performance record in the services listed as may be determined through past contracts, monitoring, audits, evaluations, references, etc.
- (3) Ability to meet all federal, MO Department of Health and Senior Services, and SLAAA standards as well as all policies of the City of St. Louis pertaining to minority/women participation, etc.
- (4) Ability to handle administrative requirements as demonstrated by completion and submission of the current RFP response.

c. **FINANCIAL INFORMATION** (50pts) 50%

- (1) Proposed unit cost for each service.
- (2) Financial capability to perform a contract of the scope required. Previous experience, related services, etc.
- (3) A certified financial statement, clearly identified as such, submitted to the SLAAA Director in a sealed separate package from the bid packet, which will be safeguarded by the Director and held in confidence. This information may only be reviewed by those officials involved as part of the selection process. The financial statement will be returned to the bidder after the selection process.

- d. The Request for Proposal process complies with City Ordinances 64102 and 64103 and all rules and procedures adopted in conjunction with said ordinances.
- e. An RFP evaluation committee will be appointed in accordance with the provisions of City Ord 64102. Proposals will be evaluated using the Evaluation Form (Exhibit G).
- f. The City reserves the right to make multiple awards. The City also reserves the right to reject any and all proposals when there are sound documented business reasons in the best interest of the City and to waive informalities and minor irregularities in bids received.
- g. After the initial screening process, a technical question and answer conference or telephone call may be conducted, if deemed necessary by SLAAA, prior to the awarding of a contract.
- h. SLAAA reserves the right to consider historic information and fact, whether gained from the BIDDER'S proposal, question and answer conferences, references, or any other source, in the evaluation process. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder for whom investigation shows is not in a position to perform the contract.
- i. The BIDDER is cautioned that it is the BIDDER'S sole responsibility to submit information related to the evaluation categories and that SLAAA is under no obligation to solicit such information if it is not included with the BIDDER'S proposal. Failure of the BIDDER to submit such information may cause an adverse impact on the evaluation of the BIDDER'S proposal.
- j. In all cases, including the possibility that only one (1) proposal is received in response to this RFP, SLAAA reserves the right to negotiate the terms and conditions including the price as proposed in sole BIDDER'S proposal. In addition, as a part of such negotiations, SLAAA reserves the right to require supporting cost, pricing, and other data from the BIDDER in order to determine the reasonableness and acceptability of the proposal.
- k. In the event that no bids are received for specific services or areas or if single bids for services or areas are rejected, SLAAA reserves the right to negotiate with qualified providers for that service or area.

4. **Contract Award:**

The contract will be awarded to a responsive and responsible bidder whose bid will be most advantageous to the CITY, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources, and the ability to begin services as required. The contract awards will be announced and mailed on or about **April 1, 2015**. The award of a contract resulting from this RFP will be made only by written authorization from the CITY in the form of a Grant Award Letter. Services will begin on or about July 1, 2015 or as negotiated by the CITY.

All CONTRACTORS shall receive clearance from the Collector of Revenue and the License Collector before the contract is submitted to the Comptroller, City of St. Louis. No contract will be binding until signed by the Comptroller, City of St. Louis.

5. Budget Instructions:

- a. The BIDDER shall perform all services required for the cost(s) quoted on the accepted and approved BID SUBMISSIONS SHEETS (Exhibit D).
- b. Any costs and/or pricing data submitted or related to the BIDDER'S proposal, including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by SLAAA to be in the interest of SLAAA. Consideration should be given to state and federal anticipated minimum wage increases.
- c. Living Wage Requirements: Proponents are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations apply to the services which are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful proponent and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin (Exhibit K3), and, if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made will be adjusted. Each proponent must submit as Attachment K the "Living Wage Acknowledgement and Acceptance Declaration" (Exhibit K1-2) with the bid. Failure to submit this Declaration with the proposal will result in rejection of the proposal. A successful proponent's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations can be accessed at <http://www.slpl.lib.mo.us/cco/code/data/t0399.htm>.

6. Bidder's Experience and Expertise:

Experience and expertise of the BIDDER'S organization is considered in the evaluation information which documents successful and reliable experience or expertise in past performances, especially those performances related to the requirements of the RFP. (See "BIDDER'S Experience and Expertise" (Exhibit E)). Additionally, the qualification of the personnel proposed by the BIDDER to perform the requirements of this RFP will be considered in the evaluation. Therefore, the BIDDER shall provide a brief resume and data summary of previous work experience and qualifications of key staff pertinent to the daily operations of the organization

- a. The BIDDER should provide, at a minimum, the following information related to previous and current contracts, which are considered identical or similar to the requirements of this RFP.
 - (1) Name, address, and telephone number of contracting agency and a person who may be contacted for verification of data submitted.

- (2) Contract Period (e.g., 07/01/15 – 06/30/16).
 - (3) Contract title and a brief written description of the specific services performed and requirements of the contract.
 - (4) The geographic area and number of participants served.
- b. The BIDDER should provide, at a minimum, for the BIDDER'S own organization, the following information:
- (1) Legal status of contracting agency, e.g., city or county government unit established by law, private not-for-profit organization, proprietary agency, etc. Include a copy of the St. Louis City Business License <Attachment F> and the Missouri Certificate of Corporate Good Standing <Attachment F2>.
 - (2) Submit the size, structure and location of BIDDER'S board or corporate organization, which specifies the individual authorized to enter into contracts.
 - (3) Name, address, telephone number, fax number and focus of operation of BIDDER and a person who may be contacted for verification of all data submitted.
 - (4) The geographic area and/or number of centers desired to be served by the organization. A written commitment for maintenance of effort for the service that is currently in place required throughout the contract period.
 - (5) How the BIDDER intends to meet the fiscal bonding and liability insurance requirements. Refer to "Verification of Bonding, Liability and All Required Insurance Coverage" <Attachment F3, G>. The caterer whose bid is accepted is required to submit a performance bond within fifteen (15) days of contract award, i.e., Notification of Grant Award. The bond will be in the amount of 100% of the value of the contract. Bond shall be executed by the caterer with a licensed security company listed in the current Department of Treasury Circular #570. The original must be submitted to SLAAA. No waiver will be given and no orders placed until the bond is executed.
 - (6) A certified financial statement, clearly identified as such, submitted to the SLAAA Director in a sealed separate package from the bid packet, which will be safeguarded by the SLAAA Director and held in confidence. This information may only be reviewed by those officials involved as part of the selection process. The financial statement will be returned to the bidder after the selection process.

7. Operational Plan Approach:

- a. Proposals will be evaluated based on the BIDDER'S distinctive plan for performing the requirements of the RFP. The BIDDER should present a written narrative, which demonstrates the method or manner in which the BIDDER proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. Since the Evaluators have already read the RFP, do not repeat the exact RFP language, or present the paraphrased version, as an original idea for the technical approach.
- b. The BIDDER should provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the Scope of Work and the number of work hours required to perform the task(s) or event(s). In addition, the BIDDER should specify the personnel who are proposed to perform each task and the number of work hours each person will be working on that particular event.
- c. The BIDDER should provide an "Organizational Chart" <Attachment E3>, showing staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

8. NOTES TO BIDDERS

- a. All bids must be in ink or typewritten, and must be manually signed. Pencil bids are not acceptable. Altered or erased prices will not be accepted.
- b. Missouri State laws provide that the City of St. Louis pay no state sales, use taxes or federal excise taxes and these taxes should be excluded from your bid price, federal excise tax exemption certificates will be furnished to successful bidders.
- c. Unless otherwise stipulated, it is hereby agreed that the City of St. Louis will receive the benefit for any reduction in prices during the life of this contract, but will only pay the contract or bid prices should any increases occur during the same period.
- d. No contract will be finalized and no payments will be made until the Contractor has a City Business License (if applicable) and is current and not delinquent with taxes due to the Collector of Revenue and the License Collector. It is imperative that the Contractor maintain compliance with both agencies throughout the term of this contract
- e. To be placed on the current tax rolls or for an application for a business license contact the following offices:

City License Collector (314) 622-4528 (Business License Application)

Collector of Revenue (314) 622-4111 (Placement on Tax Rolls)

PART FOUR

SAMPLE CONTRACT

This CONTRACT, dated this ____ day of _____, 2015, is entered into by and between THE CITY OF ST. LOUIS, through its DEPARTMENT OF HUMAN SERVICES, ST. LOUIS AREA AGENCY ON AGING (the "CITY"), and _____, (the "CONTRACTOR").

WITNESSETH:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Intent:

To establish and maintain a comprehensive and coordinated service delivery system for providing services to elderly and disabled individuals as well as individuals affected by an emergency or disaster within the City of St. Louis. SLAAA wishes to contract with qualified and dedicated service providers for the services listed herein to provide healthy and nutritious meals to our eligible citizens. This Contract shall supersede all previously executed contracts.

2. Term:

This contract is effective on (the "Effective Date") for the following service(s):

Home Delivered Meals	CFDA#	Approximate Meals/Day (Hot-Pre-plated)	Approximate Meals/Day Frozen	Total Projected Meals	Approximate Delivery Time
City Seniors, Inc.	9x.0xx				10:00 A.M.
Father Tolton	9x.0xx				10:00 A.M.
Five Star	9x.0xx				10:00 A.M.
Northside	9x.0xx				10:00 A.M.
St Louis Activity Center	9x.0xx				10:00 A.M.
Robert Fulton	9x.0xx				10:00 A.M.
Wesley House	9x.0xx				10:00 A.M.

Service Category	CFDA#	Approximate Meals/Day Hot-Bulk	Approximate Meals/Day Frozen	Total Projected Congregate Meals	Approximate Delivery Time
Congregate Meals - Center					
City Seniors	9x.0xx				10:00 A.M.
Father Tolton	9x.0xx				10:00 A.M.
Five Star	9x.0xx				10:00 A.M.
Grace Hill	9x.0xx				10:30 A.M.
Northside	9x.0xx				11:00 A.M.
St. Louis Activity Center	9x.0xx				10:15 A.M.
Robert Fulton	9x.0xx				10:30 A.M.
Wesley House	9x.0xx				10:00 A.M.

Meals – Miscellaneous			Projected Meals	Delivery
Congregate Non-Center Meals Bulk – Disposable Packaging			2,000	As Requested
Congregate Boxed Lunch- Cold				As Requested
Congregate Special Event Meals Enhanced				As Requested
Holiday Meals – Home Delivered Enhanced			1,000	As Requested
Emergency Meals – Shelf Stable			9,900	As Requested
Salad				
Soup				
Frozen Meals				As Requested
Home Delivered 2d Meal Supplement			700*	

and shall govern the contract period commencing July 1, 2015 and ending June 30, 2016. The CONTRACTOR shall provide services for clients within the City of St. Louis as specified for the geographic area in this Contract with the CITY.

Contract Extension: This contract will terminate on June 30, 2016. Extensions will be awarded approximately 90 days prior to the start of the new contract period.

3. Contents:

The Contract in its entirety shall consist of: (1) this Contract, (2) the Request for Proposal and any amendments thereto, (3) any award letters and/or amendments issued by CITY pertaining to this contract, (4) the proposal submitted by the CONTRACTOR in response to the Request for Proposal, (5) current SLAAA Policies/ Procedures, and (6) any Exhibits or Attachments included with this Contract or the Request for Proposal. All bolded/italicized words in this contract are amendments and/or additions to the previous contract. In the event of a conflict in language between the documents referenced above, the provisions set forth and/or referenced in this Contract govern. However, the CITY may clarify any contractual relationship in writing with the concurrence of the CONTRACTOR and such clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or in the CONTRACTOR'S proposal. In all matters not affected by the written clarification, if any, this Contract shall govern.

4. Provision of Services:

During the term of this Contract, the CONTRACTOR agrees to provide the services described herein, in the Request for Proposal submitted by the CONTRACTOR, and the Memorandum of Understanding Regarding Emergencies and Disasters (see Exhibit L) and further agrees to make the reports and furnish the information hereafter described in this Contract.

The CONTRACTOR shall fully coordinate activities in the performance of the Contract with the CITY. As the work of the CONTRACTOR progresses, advice and information on matters covered by this Contract shall be made available by the CONTRACTOR to the CITY throughout the term of this Contract.

5. Reimbursements:

The reimbursement required to be made by the CITY to the CONTRACTOR under this Contract shall be limited to a reimbursement for those services identified in the CONTRACTOR'S approved Request for Proposal, the Memorandum of Understanding Regarding Emergencies / Disasters, and any accepted and approved written amendments.

This contract shall be subject to modification and supplementation only upon the written agreement by and between the duly authorized representatives of the CONTRACTOR and the CITY. Any such modification or supplementation shall be accomplished by a formal written amendment entitled "Amendment" or "Addendum" and signed by the parties identified in the preceding sentence. The CONTRACTOR expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communication by or from any persons shall be used or construed as a modification or supplementation to the Contract.

6. Compensation:

The maximum reimbursement which shall be paid or provided by the CITY to the CONTRACTOR pursuant to this Contract during the term hereof shall be the amount of \$_____ dollars with a cap not to exceed 120% of any line item so long as the total amount of this contract is not exceeded. This amount does not include reimbursement for services provided pursuant to the Memorandum of Understanding Regarding Emergencies and Disasters.

Said amount may include funds from the following: Federal Funds including but not limited to; the Older Americans Act, the Nutrition Services Incentive Program (NSIP), Social Service Block Grant (SSBG), Community Development Block Grant (CDBG), the Federal Emergency Management Agency (FEMA), the Affordable Care Act, etc; Missouri State General Revenue funds including: MO Divisions of Medical Services (Medicaid Funds), MO Department of Health and Senior Services (DHSS), MO Care Options, MO Department of Insurance/Community Leaders Assisting the Insured of MO (CLAIM)/the State Health Insurance Assistance Program (SHIP), the Elderly Home Delivered Meal Trust Fund, MO Highway and Transportation Department (MODOT), and other state agencies; other funds including: contracts with the MO Association of Area Agencies on Aging, Memoranda of Agreement with other Area Agencies on Aging within the state of Missouri, miscellaneous grant funds, charitable donations and fundraising. The Code of Federal Domestic Assistance (CFDA) totals are found in Paragraph 1 of the Contract. Any additional funds received from the listed funding sources and awarded to the CONTRACTOR will be reflected in a revised award and must be used for additional units of service at the contracted unit cost.

- a. Maximum reimbursement to the CONTRACTOR is contingent upon a minimum service delivery level of eligible units during the Contract as agreed upon by the CITY and the CONTRACTOR.
- b. The CONTRACTOR recognizes that reimbursements under this Contract are contingent upon the CITY receiving appropriate funding from the United States Congress and the Missouri State Legislature passed through the Missouri Department of Health and Senior Services and the Community Development Block Grant Funds granted by the CITY. In the event insufficient funds are received from said sources, the CITY shall be excused from performance hereunder for any service not yet rendered by the CONTRACTOR. The CITY, with agreement of the CONTRACTOR, may amend the reimbursement amounts contained herein as a result of changes in appropriated funding, changes in the City's allotment table based on revised funding formula information or the withholding of any appreciable amount of funding by duly authorized officials.
- c. In the event of an emergency or disaster, as determined by the City, this Contract shall remain in effect; and when funds are made available during such an emergency or disaster, the CITY shall award additional dollars under this Contract to CONTRACTOR for the provision of specified services provided for in the Memorandum of Understanding Regarding Emergencies and Disasters (see Exhibit L) at an agreed upon unit cost and in accord with OMB Circular A-87 ("Cost Principles for State, Local, and Indian Tribal Governments") and

OMB Circular A-122 ("Cost Principles for Non-Profit Organizations"), as applicable, The maximum reimbursement per service will be provided in writing to CONTRACTOR prior to the initiation of services.

- d. During the contract period miscellaneous funding may be reimbursed to CONTRACTOR in a vendor relationship for non meal related services. A letter or memorandum will be used to explain the funding, service and type of compensation that will be provided. The CONTRACTOR is under no obligation to provide vendor services. A revised budget will not be required for these funds.

7. Minimum Expenditures by Nutrition Providers:

The CATERING CONTRACTOR must spend the required amount on US-produced foods/ products per eligible meal. The preliminary planning rate for FY 2016 is estimated at seventy-one point five five eight zero four cents (\$0.7155804) per eligible meal. This rate may be adjusted by the Nutrition Services Incentive Program (NSIP) during the contractual period. This amount is included in the unit cost reimbursement.

8. Service Delivery Level:

The CITY shall periodically evaluate all Contractors to determine the service delivery rate and the utilization of awarded funds. If the senior center contractors are serving meals at a lower rate than projected and are not expected to increase the service delivery, this Contract may be reduced by a decision of the CITY. If the senior center contractors are serving at a higher rate than projected and are expected to exceed the projected rate of service delivery, this Contract may be increased by a decision of the CITY provided funds are available. All adjustments will be made by amendment to this contract.

9. Request for Reimbursement:

The CONTRACTOR must submit monthly invoices to the senior centers listed in Paragraph 2 no later than the 2nd working day of the month following meal delivery. Each invoice shall give a detailed breakdown of the number of meals, by type, delivered at each center during the preceding month. Payment will be made at the unit price specified in the contract. Senior Centers will verify receipt of meals invoiced and return to the CITY no later than the 3rd working day of the month following meal delivery. No payment shall be made to the vendor unless a site representative has signed the monthly invoice.

Upon receipt of the verified invoices prepared by the CONTRACTOR, the CITY shall promptly reimburse the CONTRACTOR for services provided in accordance with this Contract, but only in accordance with applicable federal, state and city regulations.

Any payment to the Caterer shall be made to the payee at the address specified in the contract unless the CONTRACTOR/CATERER has specified a different address for the same in writing.

10. Authorized Agent, Notice and Addresses:

The Authorized Agent of the CONTRACTOR is assumed by the CITY to be the Board Chairperson, the Corporate President or some other duly elected or appointed person in charge of a not-for-profit organization or public entity or the owner or chief executive of a for profit organization. The Authorized Agent will sign and receive all official proposals, contracts, awards or other documentation related to this contract.

The CONTRACTOR shall within five (5) days after the award of the Contract, submit a written identification and notification to the CITY of the names, titles, addresses and telephone numbers of no more than two (2) individuals within the organization that will serve as a duly authorized representative to whom all correspondence, official notices, budgets and requests related to the CONTRACTOR'S performance under the Contract shall be addressed. The CONTRACTOR shall have the right to change or substitute the names of the individuals described above as deemed necessary provided the CITY is notified in writing.

As used herein, the term "Notice" shall mean and refer to written Notice only. Written notice may be personally delivered to the party involved. Notice may be made by the U.S. mails, or by private courier (FedEx, UPS, etc.). Notice of voluntary contract termination may only be made by certified U.S. mails or by private courier (FedEx, UPS, etc.) and notice shall be effective upon deposit in the mail. Notice pursuant to this contract shall be as follows:

If to the CITY: EXECUTIVE DIRECTOR
ST. LOUIS AREA AGENCY ON AGING
1520 MARKET STREET, ROOM 4086
ST. LOUIS, MO 63103
Telephone: (314) 657-1681
Facsimile: (314) 612-5915 (FAX#)

If to the CONTRACTOR _____

Telephone: (314) _____
Facsimile: (314) _____

11. Involuntary Termination of Contract Prior to Expiration Date:

The CITY reserves the right to immediately terminate this Contract or any part thereof when there is risk of injury or harm to the health and/or safety of the clients or in the event of bankruptcy (Paragraph 37) or in the event of actions on the part of the CONTRACTOR which put the CITY in jeopardy or in an unfavorable situation as determined by the CITY.

The CITY reserves the right to terminate this Contract or any part thereof when the Contractor is in noncompliance with the contract. The CITY shall notify the Contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance to the terms of the contract and has not taken corrective action within a reasonable period of time as determined by the City, the City shall have the right, upon written notice, of termination of the contract, and the Contractor and Surety Company, if applicable, shall be liable for any damages incurred by the CITY.

The CITY further reserves the right to terminate this Contract at any time for the convenience of the CITY, without penalty or recourse, by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination. It is also understood and agreed upon that in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the payment or purchase of the indicated quantity of contract services, the obligation of both parties shall cease, provided written notice of the same is provided to the other party. Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid and transmitted by facsimile, e-mail or hand-carried and presented to an authorized employee of the Contractor.

- a. In the event of termination pursuant to this paragraph, a copy of all documents, data and reports prepared by the CONTRACTOR under the Contract shall, at the option of the CITY, become the property of the CITY.
- b. The CONTRACTOR shall be entitled to receive a just and equitable compensation for all meals that have already been assembled and delivered in accordance with this contract prior to the effective date of termination.

Any CONTRACTOR not in agreement with the final decision of the CITY to terminate a Contract under the stated funding sources may file a grievance with the Director of the Department of Human Services, City of St. Louis, by following the procedures outlined in Exhibit T of the RFP.

12. Voluntary Termination of Contract Prior to Expiration Date:

It is further understood that the CONTRACTOR may terminate this contract at any time, with or without cause, upon ninety (90) days written notice to the CITY. A period of sixty (60) days will be allowed for recovery of payment of all obligations already accrued by either party prior to such termination. The termination period may be negotiated, if necessary, to ensure services to seniors are uninterrupted. Upon the occurrence of an emergency or disaster as determined by the CITY, the Contractor may not terminate this Contract until a determination by the CITY that the emergency or disaster has ceased. If within the 90 days of written notice by the CONTRACTOR an emergency or disaster is declared by the CITY, the termination notice shall be suspended. The termination notice will resume upon a determination by the CITY that the emergency or disaster has ceased.

13. No Assignment of Contract:

Neither the CONTRACTOR nor the CITY shall assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or notation) without the prior written consent of the other party. In the event of any assignment, the Contractor shall remain liable to the City as principle for the performance of all its obligations under this contract.

14. Confidentiality:

The Contractor/Provider shall maintain strict confidentiality of all client information or records supplied to it by the City or that the Contractor/Provider establishes as a result of contract activities if applicable. The contents of such records shall not be disclosed to anyone other than the City and the client or the client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the CONTRACTOR'S/Provider's subcontractors and employees. The CITY has been designated a "Business Associate" of the MO Department of Health and Senior Services. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of individually identifiable Health Information (45 C.F.R. Parts 160 and 164). (See Exhibit AA). Disclosure is permitted provided the CONTRACTOR has the written consent of the recipient and the CITY. The CITY reserves the right to require that all of the CONTRACTOR'S employees, officers, subcontractors and representatives execute a separate, detailed confidentiality agreement. The CONTRACTOR will use the *MyVaultMail* (secure email) system when transmitting all client and/or confidential information related to this contract.

15. Conflicts of Interest:

The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient (City of St. Louis) or of any designated public agencies, or subrecipients which are receiving funds.

No persons described above who exercise or have exercised any functions or responsibilities with respect to SLAAA activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information from a SLAAA assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. No official or employee of the CITY as described above shall participate on the governing board of the CONTRACTOR. The CONTRACTOR shall sign a Conflict of Interest statement (Exhibit J) and submit annually.

Pursuant to Article VII, Section 6 of the Constitution of the State of Missouri, as well as all other applicable Federal and State laws and regulations, the CONTRACTOR acknowledges and agrees that the money provided by the CITY pursuant to this agreement shall not be used to promote or further nepotism.

16. Independent Contractor:

The CONTRACTOR is an independent contractor offering services to the general public.

The Contractor shall have no authority to represent itself or its employees as an agent of the CITY or of SLAAA. Nothing in this contract is intended to, nor shall be construed in any manner, as creating or establishing an agency relationship of employer/employee between the parties. The employees of the CONTRACTOR shall not be considered as employees of the CITY.

The CONTRACTOR shall assume all legal and financial responsibility for the payment of all licenses, income taxes, employment-related taxes, FICA and Medicare taxes, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc.

The CONTRACTOR shall obtain and maintain insurance coverage including:

- a. Workman's Compensation Insurance coverage for all of its employees involved in the performance of this contract as prescribed by the laws of the State of MO.
- b. A Commercial Blanket Bond (employee honesty bond coverage):
During the term of this agreement, the CONTRACTOR shall maintain adequate bonds on all persons who will be receiving, disbursing, or in any way handling the money provided by the City pursuant to this agreement and/or authorized to perform any functions related to the execution of this contract, including but not limited to the Executive Director, board members with signatory authority, financial officers and staff. Said bonds shall guarantee that the City will be fully reimbursed, and insured against any financial loss, in the event the Contractor defaults, fails to perform, or fails to in any way to comply with the letter or spirit of this agreement. The minimum coverage will be written with limits of not less than \$25,000 per occurrence. The evidence of bond coverage must be submitted before or upon award of the contract.
- c. The CONTRACTOR shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the Contract. In addition, the CONTRACTOR assumes the obligation to save the CITY, including its employees and assigns, from every expense, liability or payment arising out of such act. The CONTRACTOR also agrees to hold the CITY, including its employees and assigns, harmless for any act or omissions committed by any CONTRACTOR or other person employed by or while under the supervision of the CONTRACTOR under the terms of this Contract. In addition the CONTRACTOR is responsible for carrying a liability insurance policy in an amount sufficient to cover any claims arising from any of the aforesaid acts or omissions.

d. Comprehensive Bodily Injury, Property Damage and Products Liability Insurance
The CONTRACTOR shall obtain and hold Liability and Products Liability Insurance including bodily injury and property damage caused by vehicles within limits for injury or death of any one person and/or for injury or death of two or more persons in any one accident set at no less than the minimum rates established by the State of Missouri. Bidder additionally, shall obtain property damage coverage for any one accident and Products Liability for any one accident in amounts equal to at least the minimum rates established by the State of Missouri and the maximum rates necessitated by this type of food service program. Said insurance policy or policies shall insure the CONTRACTOR against liability for no less than the following limits:

- (1) \$1,000,000 (1 million) personal injury to one individual in any one accident or occurrence;
- (2) \$3,000,000 (3 million) for personal injury to all individuals as a result of any one accident or occurrence;
- (3) \$1,000,000 (1 million) for all property damages suffered by all individuals resulting from any one accident or occurrence;

The insurance coverage shall include but not necessarily limited to, general liability, errors and omissions, professional liability, etc. Written evidence of the insurance coverage shall be provided by the CONTRACTOR to the CITY. together with a receipt indicating the premium paid thereon for the entire one-year term of this agreement. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage,

limits of liability, insurer's names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is cancelled, the CITY must be notified immediately.

The successful CATERING CONTRACTOR is required to submit within fifteen (15) days of Contract award a Performance Bond in the amount of 100% of the value of the Contract. The bond shall be executed by the CONTRACTOR and a licensed security company listed in the current Department of Treasury Circular #570. The original must be submitted to the CITY. No waiver will be given and no orders placed until the bond is executed. The Performance Bond will be submitted annually with each contract extension.

SLAAA shall be listed as an additional insured and be the Certificate Holder on all insurance policies.

- a. Comprehensive general liability covering employees, and volunteers; to include coverage for criminal activity.
- b. Product liability as applicable to the service provided;

17. Governing Law/Venue:

This Agreement shall be construed in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. It is further agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit) or in the United States District Court for the Eastern District of Missouri.

The CONTRACTOR shall expressly understand and agree the responsibility of all legal and financial obligation related to the execution of this agreement rests solely with the CONTRACTOR.

In the event the City deems it necessary to bring suit against the Contractor to enforce this Contract or to sue the Contractor for monetary damages in the event that the Contractor fails to satisfactorily perform its obligations under this Contract, the Contractor agrees that the court having jurisdiction over such lawsuit should also be authorized to award to the City all costs incurred by it in obtaining the enforcement of this Contract or in obtaining said monetary damages including court costs, attorney fees incurred by the City and other expenses related to such litigation.

Venue for the enforcement of this contract shall be proper in the City of St. Louis.

18. Observance of Non-Discrimination Laws and Others:

The CONTRACTOR agrees that in connection with the performance of its obligations under this Contract, the CONTRACTOR will comply with the Contractual Provisions (Exhibit K) found in the RFP, and all applicable laws including, but not limited to, the provisions of the Charter, Revised Code, and Ordinances of the City, laws of MO and the U.S., regulations thereof.

a. The CONTRACTOR shall agree:

- (1) Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, disability or age (Exhibits M and N).
- (2) Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or disability.
- (3) Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 & 70 and where the CONTRACTOR employs at least twenty (20) people.
- (4) Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the CONTRACTOR or subcontractor is at least \$10,000 within a fiscal year.

- (5) To develop, implement, and maintain an affirmative action program if at least five (5) persons are employed and if the compensation payable under this contract totals at least \$50,000 within a fiscal year. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disability and Vietnam-era veteran status (Exhibit N). Such "affirmative action programs" shall include:
- (a) A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.
 - (b) The identification of a person designated to manage affirmative action, the specific responsibilities of the person and the name and position of the person to whom the designee reports.
 - (c) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline.
 - (d) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
- (1) The direct subcontractor is not knowingly in violation of RSMo 285.530 and
 - (2) Shall not henceforth be in such violation and
 - (3) The contractor or subcontractor receives a sworn affidavit (Exhibit Q) under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- In addition, the Contractor/Provider shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- c. The CONTRACTOR shall report to the Missouri Department of Health and Senior Services Elderly Abuse Hotline (1-800-392-0210) any instances of elderly abuse, neglect or exploitation pursuant to the laws of the State of MO. The CONTRACTOR shall report to the Child Abuse/Neglect Hotline (1-800-392-3738) any instances of child abuse or neglect pursuant to the laws of the State of MO.

- d. CONTACTOR in compliance will Anti-Kickback Laws, may not offer items or services of value to current or prospective clients or offer bonuses to staff that bring in new clients as part of their marketing strategy. (PM-03-02 and PM-06-06).

Providers are again reminded to review the language in 42 U.S.C. 1320a-7b (search engine location at <http://uscode.house.gov/search/criteria.shtml>) and Secs 191.905.2 & .3 RSMo (<http://www.moga.mo.gov/statutes/C100-199/1910000905.HTM>)

CITY must report any violations of the Anti-Kickback Laws to DHSS.

19. Financial Reports and Records:

Prior to the initiation of this contract, the CONTRACTOR agrees to submit to SLAAA the form of banking the agency will use and the safeguards that will be used to safeguard all SLAAA-related funds.

The CONTRACTOR shall keep and maintain legible, genuine, current and complete auditable records to verify the delivery of services in accordance with the terms of this Contract for a period of three (3) years after final payment or the completion of an audit, whichever is later or otherwise designated by the funding agency for all funding under this contract with the exception of funds received from the Community Development Agency (CDA). The period for retention of funds from CDA is seven (7) years. This period is to be automatically extended if litigation, claim, negotiation, other action involving the records or the CITY, State or Federal audit findings pursuant to this agreement remain unresolved. In this case the CONTRACTOR will retain all records directly pertinent to the contract with SLAAA for a period of five years following the acceptance by the CITY of the CONTRACTOR'S audit, and all other pending matters are closed. These records shall be maintained at the location designated in the Request for Proposal.

- a. The CONTRACTOR agrees that failure to comply with the provisions of this paragraph shall be deemed as material breach of the Contract and agrees to repay to the CITY all amounts received for any services which are not adequately verified and fully documented by the CONTRACTOR'S records.
- b. "Adequate verification" and "full documentation" shall mean that the CONTRACTOR'S records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to said records and such that an examination can readily determine that the CONTRACTOR'S services were provided. The CONTRACTOR is responsible for all audit exceptions.
- c. The CONTRACTOR agrees to allow full and immediate access by SLAAA, the Comptroller's Office of the City of St. Louis, the CDA, the Missouri Department of Health and Senior Services, any federal or state grantor agency, the Comptroller General of the United States, and/or any duly authorized representatives of the aforementioned agencies, to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Contract with the CITY for the purpose of making audit, examination, excerpts, and transcriptions. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

20. Monitoring:

The CONTRACTOR agrees that the CITY shall have general supervisory power over all services to be provided under this Contract and shall make the final determination of all questions or disputes of any nature arising out of this Contract. The CONTRACTOR understands and agrees that at such time the CONTRACTOR fails to comply with the requirements set forth in the Contract/ Service Standards / CITY policies, the CITY shall withhold reimbursement from the CONTRACTOR until such time as requirements are satisfied. The CONTRACTOR is subject to the programmatic monitoring requirements listed in the matrix below. It is the obligation of the CONTRACTOR to coordinate with the appropriate monitor to set a specific date and time within the month listed in the matrix below.

<u>Monitoring Requirement</u>	<u>Projected Month</u>
ON-SITE - CATERING	

Consequences:

If applicable, specific consequences will be determined by the CITY based on an evaluation process. Consequences may be different for each CONTRACTOR. Some examples of consequences may be:

- a. Corrective action plan to address areas found by the CITY to need improvement, with timelines and progress reporting intervals.
- b. Withhold of payment until such time as corrective action has been taken
- c. Reduced or eliminated CONTRACTOR allocation if findings show consistent lack of progress over time.

21. Equipment:

Unless otherwise specified herein, the CONTRACTOR shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required herein.

The CONTRACTOR agrees that a minimum of three (3) bids will be sought when equipment/supplies valued at \$1,000 or more are purchased with program funds. The name and address of each business and bid received should be kept on file for a minimum of five (5) years. The repair and maintenance of purchased equipment will be the responsibility of the CONTRACTOR.

Federal regulations govern purchases valued at \$5,000 or greater, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the CONTRACTOR is less than \$5,000 there is no further

obligation to the Area Agency on Aging. Items purchased by the CONTRACTOR with a current FMV greater than \$5,000 may be sold or retained by the CONTRACTOR but the CONTRACTOR may be required to reimburse the Area Agency on Aging for costs up to the current value of the equipment.

- a. Equipment bought with funds received on a unit price basis for services delivered belongs to the CONTRACTOR.
- b. Equipment purchased by the Area Agency on Aging and placed in the custody of CONTRACTOR shall remain the property of the Area Agency on Aging. The CONTRACTOR must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Area Agency on Aging at the end of the program.
- c. The CONTRACTOR agrees to maintain and submit to the CITY an updated inventory list of equipment purchased, within fifteen (15) days of purchase, which shall contain date of purchase, purchase price, serial number and number of items.
- d. The CONTRACTOR agrees that if equipment purchased with contract funds is stolen, a police report will be appropriately filed.

22. Funding Source Identification

The CONTRACTOR shall identify the source of funding for the services provided under this Contract in all publicity about the services, including all material published about this Contract and on all equipment purchased for the services. The following statement may be used for such purposes, "The funds were provided, in part by the St. Louis Area Agency on Aging through a federal grant by the Missouri Department of Health and Senior Services, under the provision of Title III, Older Americans Act of 1965, as amended, and/or funding of the Social Services Block Grant (Title XX of the Social Security Act); the Community Development Block Grant, and/or funding from the State of Missouri." Services provided for in the Memorandum of Understanding Regarding Emergencies and Disasters (Exhibit L) are not subject to the provisions of this paragraph.

23. Drug-Free Workplace:

The CONTRACTOR agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (P.L. 100-690, Section 5151 through 5160) and all applicable regulations.

In addition the CONTRACTOR agrees to prohibit the use, possession, sale, manufacture, and/or distribution of alcohol and illegal drugs/controlled substances and/or drug-related paraphernalia on the CONTRACTOR'S premises or while performing duties for the CONTRACTOR while away from the CONTRACTOR'S premises, and/or during working hours. The CONTRACTOR'S premises include all vehicles used for the purpose of delivering meals contracted with the City.

The CONTRACTOR agrees that the CITY may request current employees to submit to an unannounced drug/controlled substance test in certain circumstances, including:

- a. when an employee's conduct, actions or behavior reasonably leads management to suspect that the employee may be using or under the influence of illegal drugs or alcohol on CONTRACTOR'S premises or while performing duties for the CONTRACTOR while away from CONTRACTOR'S premises and/or during working hours.
- b. When an employee has a prohibited substance in his or her possession (actual or constructive) while on the CONTRACTOR'S premises or while performing work duties for the CONTRACTOR.
- c. When an employee has experienced an on-the-job injury or accident or is involved in an incident which the CONTRACTOR believes may have resulted from impairment due to drug or alcohol use; and
- d. When required by the CONTRACTOR'S clients or others with whom the CONTRACTOR performs services, for example, when required by contract or law.

All tests are at the expense of the CONTRACTOR. Failure to comply with this requirement may result in the termination of the Contract.

An employee who has tested "positive" on a test pursuant to this policy and who is not terminated, may be retested by direction of the CITY at periodic intervals, as determined by the CITY, for up to twelve (12) months after the positive test result, even without new evidence of "reasonable belief" of drug or alcohol use or abuse. If the employee tests "positive" on any retest or refuses to promptly submit to a test in a fully cooperative manner, including signing any required forms, the employee may be subject to immediate discharge.

An employee's refusal to submit to a requested test may be considered an act of insubordination justifying immediate discharge.

The CONTRACTOR is required to report any convictions of employees under a criminal drug statute for violations occurring on the CONTRACTOR'S premise or off of the CONTRACTOR'S premises while conducting official business. A report of the conviction shall be made to the MO DHSS, through the City, within five (5) working days after the conviction.

24. Lobbying Disclosure:

The CONTRACTOR shall file a Certification Regarding Lobbying form (Exhibit P). An updated disclosure form must be filed each quarter if there is any change in disclosure information.

25. Clean Air Act

The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq).

26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

The CONTRACTOR must file a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion with each contract with the CITY (Exhibit O).

27. Minimum Wage Law:

The CONTRACTOR shall comply in every respect with the prevailing minimum wage laws of Missouri, especially 8 CSR 30 -1 through 8 CSR 30 - 4, as amended. Such prevailing wage laws are hereby adopted and included within this agreement in all material respects and the CONTRACTOR shall take all acts or perform such other matters as may be required to fully comply with such laws.

28. Living Wage Requirements:

The St. Louis Living Wage Ordinance #65597 and associated Regulations apply to all services funded by the CITY. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful Contractor and the City must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin, and, if the rates are adjusted during the term of this Contract pursuant to the Ordinance, applicable rates after such adjustment is made. The CONTRACTOR'S failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations (Exhibit K1 & 2).

29. Trafficking Victims Protection Act of 2000

The CONTRACTOR shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The sub-recipient and sub-recipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or sub-awards under the award.

The CONTRACTOR must include the requirements of this paragraph in any sub-award made to a private entity.

30. Employee Whistleblower Protections

The CONTRACTOR shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee or sub-grantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

The CONTRACTOR'S employees are encouraged to report fraud, waste and abuse. The CONTRACTOR shall inform its employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

The CONTRACTOR shall include this requirement in any agreement made with a subcontractor or sub-grantee.

31. Bankruptcy:

The CONTRACTOR shall notify the CITY within twenty-four (24) hours of any filing for any bankruptcy or involuntary proceedings by or against the CONTRACTOR, whether voluntary or involuntary or upon the appointment of a receiver, trustee or assignee for the benefit of creditors. The CITY reserves the right at its sole discretion to either cancel the Contract or affirm the Contract and to hold the CONTRACTOR responsible for damages.

32. Recipients' Grievances:

The CONTRACTOR shall provide a system through which recipients of service under this Contract may present complaints or grievances concerning the operation of the CONTRACTOR. The written procedure that was submitted with the Request for Proposal must be kept on file.

33. Harassment and Abuse:

The CONTRACTOR shall provide a system through which staff, volunteers, and recipients of services under this contract may report complaints of harassment or abuse without fear of repercussion for such reporting. The written procedure must be kept on file and submitted with the proposal (Attachment T).

34. Service Standards:

The CONTRACTOR must comply with all requirements and applicable service standards set forth in the service standards set forth in Exhibit S. The applicable service standards will become part of the fully executed Contract.

35. Miscellaneous:

- a. **Delivery:** Time is of the essence in all provisions of this Contract. Delivery of equipment, supplies and/or service must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

- b. **Multiple Copies:** This Contract has been prepared in multiple copies, each of which shall be deemed an "original" for all purposes.
- c. **Attestation:** The CONTRACTOR attests that it has read and will abide by all aforementioned documents and will follow the operation plan submitted in its proposal and any revisions approved thereto.
- d. **Authority:** The undersigned individuals who have executed this Contract on behalf of the parties represent and warrant that they have authority to do so and that this Contract is binding upon the entity for which they have executed this Contract.
- e. **Certificates/Insurance/Inspections/Training:** The CONTRACTOR shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract, and documentation of such licensure or certification shall be made available upon request.

The CONTRACTOR must submit to the CITY all required certificates, insurance verification, inspections and documentation of required training, within thirty (30) days of the start of the Contract and keep them updated throughout the Contract period. Failure to provide such documents may be cause for withholding of funds or termination of the Contract.

The CONTRACTOR agrees to participate in all mandatory meetings and training directed and/or scheduled by the CITY. Mandatory Provider Meetings are schedule on a quarterly basis. Provider trainings may be scheduled once or twice per quarter and are not normally mandatory for all CONTRACTORS.

- f. SLAAA reserves the right to impose additional reporting, monitoring and/or evaluation requirements during the term of the contract as deemed appropriate and at the discretion of SLAAA.
- g. All reports/ forms/ procedures identified herein will be utilized/ followed as described unless an adequate substitution is agreed upon by both parties. All substitutions will comply with the form and format intended by the original.
- h. The CONTRACTOR agrees to participate with the CITY (i.e. the St. Louis Area Agency on Aging) in its mandated role to coordinate activities and develop long-range emergency preparedness plans and guidelines for addressing the functional needs of the senior population during a disaster or emergency. The CONTRACTOR will prepare a Continuity of Operations Plan (COOP) to be approved within six (6) months of the start of this contract by the SLAAA Emergency Preparedness Coordinator.
- i. The CONTRACTOR agrees to prepare and deliver the Thanksgiving and Christmas Day meals for eligible homebound who will be home alone on those days. Delivery from the caterer to the senior center will be between 9:00am & 10:30am.

36. Overpayment

If the Contractor/Provider is overpaid by the City, The Contractor shall issue a check made payable to "City of St. Louis" upon official notification by the City and shall mail the payment to:

City of St. Louis Department of Human Services
Fiscal Officer
1520 Market St, Room 4065
St. Louis, MO 63103

37. CONTRACTOR'S Signature:

The CONTRACTOR hereby agrees to provide the services, and/or items, at the price quoted, pursuant to the requirements of this document. The CONTRACTOR further agrees that when the Comptroller, City of St. Louis countersigns this document, a binding contract as defined herein, shall exist between the CONTRACTOR and the CITY.

END

IN WITNESS WHEREOF, the parties have caused this contract to be signed by their authorized officials the day and year first above written.

BY: _____ DATE: ____ / ____ / ____

(Please print or type.)

Signer's Name: _____

Signer's Title: _____

Agency: _____

CITY OF ST. LOUIS, MISSOURI:

BY: _____ DATE: ____ / ____ / ____

DIRECTOR
Department of Human Services
St. Louis Area Agency on Aging

BY: _____ DATE: ____ / ____ / ____

COMPTROLLER
City of St. Louis

APPROVED AS TO FORM ONLY:

BY: _____ DATE: ____ / ____ / ____

CITY COUNSELOR
City of St. Louis

BY: _____ DATE: ____ / ____ / ____

REGISTER
City of St. Louis

PART FIVE**EXHIBITS**

- Exhibit A - Bid Cover Sheet
- Exhibit B - RFP Checklist
- Exhibit C - Contractual Provisions
- Exhibit D - Bid Submission Sheets
- Exhibit E - Operational Plan/Scope of Work/ Bidder's Experience and Expertise
- Exhibit F - Licensure & Insurance
- Exhibit G - RFP Evaluation Process, Forms, Committee
- Exhibit H - Assurances
- Exhibit I - Statement of Liens & Debts
- Exhibit J - Conflict of Interest Form
- Exhibit K - Living Wage Bulletin/Wage Acknowledgement/Acceptance Declaration
- Exhibit L - Memorandum of Understanding Regarding Emergencies and Disasters
- Exhibit M - ADA Compliance Form
- Exhibit N - Affirmative Action Form
- Exhibit O - Certification of Debarment
- Exhibit P - Lobbying Disclosure
- Exhibit Q - Affidavit of Work Authorization
- Exhibit R - Q & A
- Exhibit S - Services, Definitions and Standards
- Exhibit T - SLAAA Grievance Procedure
- Exhibit U - SLAAA Holiday Schedule
- Exhibit V - Caterer - Estimated Meal Delivery
- Exhibit W - Sample Menus, Meal Pattern Nutrient Analysis
- Exhibit Y - St. Louis Domestic Products Procurement Act Form

PART SIX
ATTACHMENTS

Submit all Proposals in the following order:

Attachment A -	Bid Cover Sheet
Attachment B -	Completed RFP Checklist
Attachment C -	Contractual Provisions
Attachment D -	Bid Submission Sheets
Attachment E -	Operational Plan
Attachment E2 -	Bidder's Expertise and Experience
Attachment E3 -	Organization Chart
Attachment F -	City Business License
Attachment F2 -	MO Certification of Corporate Good Standing
Attachment F3 -	Liability Coverage
Attachment G -	Performance Bond Acknowledgement
Attachment H -	Assurances Certification
Attachment I -	Statement of Liens and Debt
Attachment J -	Conflict of Interest Policy
Attachment K -	Living Wage Acknowledgement & Acceptance Declaration
Attachment L -	Memorandum of Understanding Regarding Emergencies & Disasters
Attachment M -	Section 504 ADA Compliance
Attachment N -	Affirmative Action Policy
Attachment O -	Debarment Certification
Attachment P -	Lobbying Disclosure
Attachment Q -	Affidavit of Work Authorization
Attachment R -	Federal, State, Local Health Certificate
Attachment S -	Worker's Compensation
Attachment Y -	St. Louis Domestic Products Procurement Act Form