SENIOR NUTRITION PROGRAM MEAL DELIVERY
GRANT APPLICATION PACKET

For the Period of
July 1, 2019 through June 30, 2020

With Conditional Option for Renewal through
June 30, 2023

Weld County Area Agency on Aging
315 N 11th Avenue
PO Box 1805
Greeley, CO 80632
(970) 400-6101

January 29, 2019
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REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: 2/11/19
BID NUMBER: B1900057
DESCRIPTION: Senior Nutrition Program Meal Delivery
DEPARTMENT: Department of Human Services
MANDATORY PRE-BID CONFERENCE DATE: February 20, 2019
BID OPENING DATE: March 15, 2019

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its
Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to
purchase the following:

Senior Nutrition Program Meal Delivery Services

A mandatory pre-bid conference will be held on **FEBRUARY 20, 2019 at 1:30 P.M.**, at the Weld
County Department of Human Services (WCDHS) Area Agency on Aging (AAA) located at 315 N
11th Avenue, Building C, 3rd Floor North Conference Room, Greeley, Colorado 80631. Bidders must
participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids will be received at the Department of Human Services, HS Contract Management Unit, 315
North 11th Avenue, Building B, Greeley, CO 80631 by **EMAIL** only at
hs-contractmanagement@weldgov.com until: **Friday, MARCH 15th, 2019 at 2:00 P.M. (Weld
County Time Clock).**

PAGES 1 – 12 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE
REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED
IN PAGES 1-12 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 12.
2. **INVITATION TO BID:**

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein.

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at [https://www.weldgov.com/departments/purchasing](https://www.weldgov.com/departments/purchasing) located under “Current Requests”. And, on the BidNet Direct website at [www.bidnetdirect.com](http://www.bidnetdirect.com). Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system. Though information regarding the bid can be found on BidNet, the only way to submit for the bid is via email to hs-contractmanagement@weldgov.com.

**Bid Delivery to Weld County – 1 method:**

1. **Email.** Bids must be emailed to: hs-contractmanagement@weldgov.com. Emailed bids must include the following statement on the email:

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director/Purchasing Director for the premature opening of a bid not properly
addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

4. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with
any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS

A. **Fund Availability**: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information**: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL,” staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity**: No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor**: The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its
employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this
Agreement by County and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many
service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive, and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder's services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any business or personal activities or practices or maintain any relationships which actually conflicts with, or in any way appear to conflict with the full performance of its obligations, under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.
V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

X. **Taxes:** County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS**

**General Requirements:** Successful bidders must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.
The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The successful bidder shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of the successful bidder’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Successful bidder shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Successful bidders shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said...
Administrator, covering all operations hereunder set forth in the Request for Bid.

Proof of Insurance: County reserves the right to require the successful bidder to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
SPECIFICATIONS AND/OR SCOPE OF WORK AND PROPOSED PRICING:

I. INTRODUCTION

A. SUMMARY

The Weld County Area Agency on Aging is requesting proposals from any organization, public, private non-profit, or for-profit entities, interested in receiving a grant funded under the Older Americans Act to provide services described in this request. Preference will be given to non-profits as is required under the Older Americans Act. The grant performance period is July 1, 2019 through June 30, 2020. If award recipients perform in a satisfactory manner the Area Agency on Aging may extend contracts on a yearly basis up to June 30, 2023.

The deadline for receipt of proposals by the Area Agency on Aging via the HS-Contract Management Unit is 2:00 p.m., March 15, 2019.

All questions about this application packet should be directed to Kelly Morrison at (970) 400-6101.

B. BACKGROUND

The Weld County Area Agency on Aging (WCAAA) is mandated by the Older Americans Act of 1965 (OAA), as amended, to serve as advocates for older persons and to be visible focal points for accessing the service delivery system within their designated planning and service areas. Our major responsibility is to foster the development of a comprehensive and coordinated service system to serve persons age 60 and older who are in need. The basic mission of WCAAA is to help older Americans to remain independent in their own homes and communities for as long as possible.

The WCAAA and the WCAAA Advisory Board develops planning and funding priorities for services to adults 60 years of age and older based on the requirements under the OAA and the needs within the senior community. Partnerships with other entities are formed through a formal Purchase of Service Agreement process which will facilitate the delivery of services to persons aged 60 and older in Weld County. It is the intent of WCAAA to obtain services from organizations that will not only provide quality services through our grant process, but will also actively seek and obtain funds from other public and private sources to supplement the provisions of services.
C. FUNDING SCHEDULE

2/20/2019  Pre-Bid Conference:

**Attendance is required**

Weld County Area Agency on Aging  
315 North 11th Avenue, Building C  
3rd Floor North Conference Room  
Greeley, CO 80631  
1:30 p.m. - 3:30 p.m.

This meeting is being held to provide applicants the opportunity to ask questions regarding the Request for Proposal (RFP) and budget process. Additional questions that arise after the 02/20/19 meeting should be submitted to hs-contractmanagement@weldgov.com. Additional questions will be accepted through 02/28/19.

3/15/2019  Proposals **must be submitted to HS-ContractManagement@co.weld.co.us** by or before 2:00 p.m.
4/11/2019  Vendor recommendations are presented to the Weld County Area Agency on Aging Advisory Board
4/17/2019  Final approval by the Weld County Board of Commissioners
6/30/2019  Purchase of Service Agreements are approved and effective July 1, 2019

* The successful vendor is required to sign a separate contract.

II. PROPOSAL FORMAT

A qualifying proposal must include all of the following information:

1. **Program Name:** Senior Nutrition Program Meal Delivery Services
2. **Applicant or Firm Name:** 
3. **Firm Qualifications:**
   a. Type of organization, size, professional registration and affiliations.
   b. Names and qualifications of personnel to be assigned as management to this project.
   c. Outline of recent project(s) completed that are related to this type of project. Contractor is required to demonstrate specific project expertise relating to the requirements of the **Scope of Work.**
d. Qualifications of Contractors, subcontractors, or joint venture firm, if appropriate.

e. Client references from recent related project(s), including name, address, and phone number of individual to contact for referral.

4. **Understanding of and Approach to the Project:**

   a. Summary of approach to be taken.
   b. Description of the organization and staffing to be used for the project.
   c. Indication of information and participation the proposer will require from County staff.
   d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.

III. **SCOPE OF WORK**

**Introduction**

The Weld County Area Agency on Aging (WCAAA) is implementing a countywide courier network to deliver Senior Nutrition meals, administrative items, meal site supplies, locked moneybags and cash to various Senior Centers, Community Centers and Senior Housing Complexes under the Older American's Act (OAA) Program.

**Service Requirements**

The vendor shall provide vehicles, personnel and delivery services for WCAAA's Senior Nutrition Program, located at 315 N 11th Ave., Bldg. C, Greeley, CO 80631, in accordance with the provisions and requirements as specified herein.

**Mandatory Minimum Requirements**

Preferred that vendor has two years' experience transporting temperature-controlled food products.

Vendor must comply with the State of Colorado's insurance requirements.

Vendor drivers must be insured, licensed and bonded as outlined in Request for Proposal. Verification of carriers and policies in effect must be provided upon request.

Vendor will base pricing in Base Bid using $3.00 per gallon fuel cost.

Administrative items for Weld County or Senior Nutrition Program may include interoffice mail envelopes, letters, program records, and cash or check deposits.

The Vendor will warrant that their delivery staff will perform their duties professionally, communicating in a proper, courteous and intelligible manner with all WCAAA staff and consumers while projecting a professional appearance at all times.

The vendor must transport all hot temperature prepared meals in the provided upright, unopened insulated food pan carriers (such as Cambro). The vendor must transport all prepared foods that require cold storage in the provided coolers packed with ice for refrigerated food items.
Vendor must have a contingency plan for delivery failure. The vendor must have a contingency plan in the event of a delay due to an auto accident, severe weather, auto failure, major traffic jams, or road closures. The Weld County Senior Nutrition Supervisor shall be notified of any delays that will result in a late delivery of fifteen minutes or more of scheduled delivery.

Vendor must maintain process to pick-up locked donation moneybags at meal sites and deliver daily to the Weld County Treasurer's office securely no later than 4:30 p.m. on the same business day. The sum of the money carried daily is approximately $3,100.00. The last vendor driver to arrive at the treasurer's office will pick up the empty moneybags for distribution the next day.

Vendor will also be responsible to transport site supplies from the University of Northern Colorado (UNC), Tobey-Kendel dock, 1 – 5 times per week and deliver to meal sites on scheduled meal day with food.

Vendor will be required to ensure that all vehicles used for deliveries will maintain a clean and undamaged exterior and interior appearance. Vehicles must be free of significant damage, have no missing parts and be washed on a regular basis. The interior of vendor vehicles should also be free of dirt, debris and trash to maintain a clean area for food transportation. All vehicles must remain smoke free.

It is the responsibility of the vendor to secure and transport the prepared food containers and supplies in a safe manner to prevent damage to Weld County property and to ensure safety of the vendor's drivers.

Vendor shall provide all delivery vehicles with a means for communication with their drivers.

It is the responsibility of the vendor to ensure that employees are physically able to lift up to 50 pounds. The vendor will bring deliveries into each meal site facility and place on serving counters for volunteers to serve. Dollies and/or carts will be provided at each delivery site.

**Delivery Requirements**

The vendor must be able to provide meal delivery services throughout Weld County on regularly scheduled routes. Route schedule changes are at the WCAAA discretion and will be provided to the vendor in writing (via e-mail) 30 days in advance, excluding emergencies beyond the control of the Weld County Senior Nutrition Program. (See Appendix D - List of Scheduled County or Food Vendor Holidays/Closures)

If the County must cancel deliveries without notice due to circumstances beyond their control the contractor will still receive payment as reflected in the Base Contract. If the Contractor fails to provide any scheduled services as agreed, for any reason, and this results in any loss of services then there will be no payment for those affected deliveries/services.

On scheduled routes, the following standards apply:

Meals must be picked up by agreement with WCAAA at scheduled times, Monday through Friday, excluding holidays or county/food vendor closures as detailed in Appendix D, unless other arrangements are made. Meals will be picked up daily and supplies will be picked up 1-
2 times a week at the food vendor location, University of Northern Colorado (UNC), Tobey-Kendel, and delivered to each meal site. At the end of the delivery route, the transportation vendor will return to the meal sites to pick-up empty meal containers and locked moneybags. Vendor will complete route by returning Cambros/coolers to the food vendor and then drop off the moneybags at the Weld County treasurer’s office.

**Invoicing Requirements**

The vendor must issue an invoice by the 10th calendar day for the previous months’ services. If the 10th falls on a Saturday, Sunday, or holiday then the vendor shall issue the invoice by the next business day. Invoices will be submitted in an electronic format with line item detail for each delivery. The vendor shall include the following details to assist with safe meal tracking:

1. Record of monthly mileage.

**Performance**

Delivery for the Senior Nutrition Meal Program must adhere to the following:

- Pick up prepared food at the food vendor Monday through Friday at 10:30 am.
- Food shall be delivered to the meal sites Monday through Friday based on a schedule. (See Appendix B). If a delay of 15 minutes or more occurs past the specified meal time of the individual meal site, the vendor shall notify the WCAA Senior Nutrition Supervisor by phone to discuss the reason for the delay.
- The vendor shall be available to provide emergency food or supply delivery services during regular business hours for an additional fee based on Alternate No. 1a.
- Any names or contact information of Senior Nutrition Program participants shall be kept confidential based on current regulations and outlined in Tracking and Record Requirements below.
- The transportation vendor must agree to meet with WCAA administrators as needed to review performance. If, at any time, WCAA administrators find that the vendor is not performing within specifications, the agency will issue a letter detailing the agency’s concerns. The vendor will have ten (10) days to respond in writing indicating the steps the vendor intends to take to resolve the matter. If there is a second occurrence within one month of the warning, the agency will issue a second letter and perform daily audits for two weeks. The vendor will provide a response letter and submit electronic, daily reports of deliveries for that period. There will be no charge for those affected deliveries. Continued under performance may result in a termination of contract.
- Senior Nutrition Meals may not be consumed by the vendor staff.
- Vendor staff shall not assist or handle money. Meal Sites will complete donation paperwork for vendor staff to sign and provide the locked money bag for transport to Weld County treasurer’s office.

**Tracking and Record Requirements**

The vendor must have one point of contact for customer support, to aid in the tracking of meals and supplies, informing vendor of cancellations, will-call orders, or any non-scheduled changes to be available during regular business hours, 8:00 am to 5:00 p.m., Monday through Friday, except holidays and county/food vendor closures.
Contact information must be provided outside of normal business that may be utilized in the event of emergencies, such as inclement weather, which may result in meal site closures.

All financial, statistical, personal, technical; and other data and information relating to County operations which is designated confidential by the County made available to the contractor in order to carry out this agreement will be protected by the contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to the County. However, the contractor shall not be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in the contractor’s possession, is independently developed by the contractor outside the scope of this agreement or is rightfully obtained from third parties.
IV. ADDITIONAL INFORMATION REQUIRED

1. Verification of all required insurance coverage (Certificate of Insurance).

V. EVALUATION OF PROPOSALS

All proposals that meet the requirements will be reviewed by the Weld County Area Agency on Aging (WCAAA) and members of the Area Agency on Aging Advisory Board. They will make recommendations regarding bid awards to the Board of Weld County Commissioners by and through the Weld County Department of Human Services. The Weld County Department of Human Services will make its award of contract to the successful bidders upon final approval of the Board of Weld County Commissioners.

Before submitting the bid please make sure that you have included all of the requested information (Proposal section, Bid Sheet, Additional Information attachments, and Signature page).

Remember the bid cannot be accepted after the deadline.
BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD, STATE OF COLORADO,
BY AND THROUGH ITS DIRECTOR OF GENERAL SERVICES

SENIOR NUTRITION PROGRAM MEAL DELIVERY SERVICES

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally investigated and is familiar with the program requirements, and hereby proposes to provide all drivers, vehicles, and items as required to perform, in a professional manner, all work and services for the successful completion of all requirements as referenced in the scope of work, all in strict accordance with the Bidding Documents prepared by Weld County Area Agency on Aging for the Senior Nutrition Program.

TOTAL BASE BID: For all work required by the Bidding Documents to complete APPENDIX C for the monthly base rate sum of:

$__________________________ Dollars ($)__________________________

ALTERNATE BID ITEMS - ADD/DEDUCT ALTERNATES: Bidders are requested to provide alternate bid pricing in accordance with the Contract Documents. Submit add, deduct or no change adjustments to the Base Bid Price.

Alternate No. 1a Per mile charge to ADD deliveries or additional meal sites to contract resulting in additional miles to established route for the per mile sum of:

$__________ per each additional mile added.

Alternate No. 1b Per mile charge to DELETE deliveries or meal sites resulting in a deduction of miles to established route for the per mile credit of:

$__________ per each existing mile deducted.

Alternate No. 2 Contractor will be submitting a request for fuel surcharge allowances (such as detailed in the sample in Appendix E). YES____________ NO__________

If yes, please attach your completed proposed fuel surcharge allowance table. Included in this bid packet is a sample format that can be used for this purpose.
This page intentionally left blank
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. B1900057.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM____________________________________________________ DATE ______________________

BUSINESS ADDRESS______________________________________________

CITY, STATE, ZIP CODE__________________________________________

TELEPHONE NO_________________ FAX_________________ TAX ID #____________

PRINTED NAME AND TITLE________________________________________

SIGNATURE_____________________________________________________

E-MAIL_________________________________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. **YOU DO NOT NEED TO SEND BACK PAGES 1–12.**

APPENDIX A

Route Addresses and Scheduled Delivery Days

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BID REQUEST B1900057  Page 22
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<td>University of Northern Colorado (UNC) Tobey-Kendal Dining Services 1901 9th Avenue Greeley, CO 80631</td>
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## APPENDIX B
### Weld County Senior Nutrition Sites

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<th>Sites</th>
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<th>Times</th>
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<td>970-346-6950</td>
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<tr>
<td>Broadview</td>
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<tr>
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Reservations and cancellations are required and must be made with the Site Coordinator in advance by the sites specified time. Participants have the opportunity to contribute towards their meal. The suggested donation is currently $4.00. Services are not denied to eligible participants who are unable to make a donation to the program.

More information may be obtained by calling:
(970) 400-6132 or (720) 652-4200 ext. 6132 for South County
# APPENDIX C

## Senior Nutrition Program Route Schedule

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<td>Mead</td>
<td>Evans</td>
</tr>
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<td>Wattenberg</td>
<td>Windsor</td>
<td>Erie</td>
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</tr>
<tr>
<td>DRIVER #3</td>
<td>DRIVER #3</td>
<td>DRIVER #3</td>
<td>DRIVER #3</td>
<td>DRIVER #3</td>
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<tr>
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<td>Eaton</td>
<td>Pierce</td>
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<td>Nunn</td>
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<tr>
<td>Platteville</td>
<td></td>
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</tr>
</tbody>
</table>

**Steps:** Begin at UNC, Meal Sites (drop off, then pick up), UNC, Treasurer office, End

**Supplies are typically picked up one to two times a week at the UNC loading dock at Tobey-Kendel Hall to be distributed on the regularly scheduled meal route.**
APPENDIX D
List of Scheduled County or Food Vendor Holidays/Closures

2019 Meal Site Closure Dates

Monday, February 18, 2019 (President’s Day)
Monday, May 27, 2019 (Memorial Day)
Thursday, July 4, 2019 (Independence Day)
Friday, July 5, 2019 (day after Independence Day)
Monday, September 2, 2019 (Labor Day)
Monday, November 11, 2019 (Veterans Day)
Thursday, November 28, 2019 (Thanksgiving)
Friday, November 29, 2019 (day after Thanksgiving)

Monday, December 23, 2019 – Friday, January 3, 2020 (Food Vendor Holiday Break)

2020 TBA
### APPENDIX E

**Fuel Surcharge Allowance Schedule**

*Contract is based on a fuel rate of $3.00 per gallon*

<table>
<thead>
<tr>
<th>Lowest Fuel Variance</th>
<th>Highest Fuel Variance</th>
<th>Per Mile Adjustment Or Percent added to base rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>3.06</td>
<td>3.5%</td>
</tr>
<tr>
<td>3.07</td>
<td>3.11</td>
<td>3.68%</td>
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<tr>
<td>3.12</td>
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<td>3.17</td>
<td>3.21</td>
<td>4.04%</td>
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<td>3.26</td>
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<td>3.31</td>
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<tr>
<td>3.87</td>
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<tr>
<td>3.92</td>
<td>3.96</td>
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<tr>
<td>3.97</td>
<td>4.01</td>
<td>6.92%</td>
</tr>
<tr>
<td>4.02</td>
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</tr>
<tr>
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<td>4.11</td>
<td>7.28%</td>
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<td>4.16</td>
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<td>4.17</td>
<td>4.21</td>
<td>7.64%</td>
</tr>
<tr>
<td>4.22</td>
<td>4.26*</td>
<td>7.82%</td>
</tr>
</tbody>
</table>

*Fuel Surcharge allowance begins at $3.01 and is capped at $4.26* a gallon. At this price level, temporary or permanent route changes may have to be implemented to maintain a budget maximum.

The Weld County Area Agency on Aging uses monthly average gas prices as they are found on [www.colorado.aaa.com](http://www.colorado.aaa.com) on the 10th of the previous month.
APPENDIX F

Frequently Asked Questions

How can I get the dimensions of the (Cambro) food transport containers and are all containers the same dimensions?

ANSWER: There are generally four sizes of food transport containers used.

The first is a "Camcarrier"; exterior dimensions 24.5" W x 16.25" D x 6" H. Empty container weighs 16 lbs.

The second carrier is a standard 48 Quart "igloo camping" type cooler (for milk) Dimensions 25.63 inches x 14.13 in. x 14.13 in.

The third carrier is a standard 25 Quart "igloo camping" type cooler (for milk). Dimensions 22.25 in. X 8.25 in. x 13.625 in.

The fourth is a soup "Camtainer" 3 3/8 Gallon size. Exterior dimensions 16.5" D x 9" W x 18 3/8" H.

How can I find out if a cargo van is needed for this service or can it be accomplished in a private vehicle?

ANSWER: Private vehicles may not be used to transport any deliveries. All fleet vehicles are acceptable as long as supplies fit securely.

A typical Monday would have approximately 35 Camcarriers (or a mixture of Camcarriers and Camtainers on a soup day). This day would also have about 7 milk coolers. A typical Tuesday would have approximately 40 Camcarriers with a minimum of 8 milk coolers. A typical Wednesday would have approximately 38 Camcarriers with a minimum of 6 milk coolers. A typical Thursday would have approximately 42 Camcarriers with a minimum of 9 milk coolers. A typical Friday would have approximately 36 Camcarriers with a minimum of 5 coolers.

During the holidays or special events there may be approximately 50 food transport containers plus milk coolers.

Please allow room for meal site supplies that may also need to be in the vehicle for delivery. See Scope of Work on pages 16 of the bid packet for information on delivery of supplies and vendor responsibility to secure and transport food containers in a safe manner.

Is MS Excel spreadsheet format acceptable for the electronic billing format.

ANSWER: Yes

How can I find out when the WCAA issues payment checks for invoices turned in by the 10th? Are these checks mailed or available via direct deposit?

ANSWER: Checks will be mailed (on average) within three weeks.
APPENDIX G
Senior Nutrition Material Examples

48 qt Ice Chest


25 qt Ice Chest

Exterior Dimensions: 22.25 in. x 8.25 in x 13.625 in

Camcarrier

- Depth: 16 1/2"
- Width: 24 1/2"
- Height: 9 1/8"

Camtainer

- Height: 18 3/8"
- Depth: 16 1/2"
- Width: 9"