DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
148 Route 1 Marine Corp Drive, Piti Guam 96915
TEL: (671) 475-1707/475-1700 * FAX: (671) 475-1727/472-4217

Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lieutenant Governor

Edward M. Birn
Director
Edith C. Pangelinan
Deputy Director

March 29, 2019

35GL-19-0287
Speaker Tina Rose Muña Barnes

MAR 2 9 2019
Time 1029 (AM ( )PM
Received By:

2019 MAR 29 AM 11:41

MEMORANDUM

To: Hon. Tina Muña Barnes
Speaker, 35 Guam Legislature

From: Claudia S. Acfalle
Chief Procurement Officer

Subject: Emergency Procurement – Certificate of Emergency

Buenas yan Hafa Adai! Pursuant to the 5GCA § 5215: Emergency Procurement, attached is a copy of the Certificate of Emergency dated March 26, 2019, enabling the Department of Public Health & Social Services (DPHSS) to procure the Elderly Nutrition Program (ENP), Congregate Meals (C1) component and the Home-Delivered Meals (C2) component to ensure the continuation of Title III Nutrition Services, for up to thirty (30) days.

If you have any questions, please do not hesitate to contact me at 475-1700 or 475-1707.

CLAUDIA S. ACFALLE

Attachment

0287

UFISINAN I MAGA'HÅGA
OFFICE OF THE GOVERNOR

LOURDES A. LEON GUERRERO
MAGA'HÅGA • GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI • LIEUTENANT GOVERNOR

March 28, 2019

Claudia S. Acfalle
Chief Procurement Officer
General Services Agency
148 Route 1 Marine Corp. Drive
Piti, Guam 96915

Re: Request for Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals

Dear Ms. Acfalle:

Transmitted herewith, please find the Request for Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals signed by the Governor of Guam.

If you have any questions, please contact my office at # 475-9475.

Senseramente,

HAIG T. HUYNH
Legal Counsel

RICARDO J. BORDALLO GOVERNOR'S COMPLEX • HAGÅTÑA, GUAM 96910
P.O. BOX 2950 • HAGÅTÑA, GUAM 96932
671.472.8931 • 671.472.8932/6
Doc. No. 35GL-19-0287.

2019.1606

Lillian Kosaka
RCVD AT CENTRAL FILES
MAR 26 '19 PM3:45

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
148 Route 1 Marine Corp Drive, Piti Guam 96915
TEL: (671) 475-1707/475-1700 * FAX: (671) 475-1727/472-4217

Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lieutenant Governor

Edward M. Birn
Director
Edith C. Pangelinan
Deputy Director

March 26, 2019

MEMORANDUM (REVISED)

To: Lourdes A. Leon Guerrero
Honorable Governor of Guam

From: Chief Procurement Officer
General Services Agency

SUBJECT: Request for Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals

Attached is a request from the Director of the Department of Public Health and Social Services seeking your approval for the Emergency Procurement of the Elderly Nutrition Program (ENP), Congregate Meals (C1) component and ENP, Home-Delivered Meals (C2) component for the anticipated service period effective April 1, 2019 for a period of thirty (30) days. The reason for the 30-days is that both parties have filed a Request for Reconsideration from the Office of Public Accountability of her decision on the initial appeal for the Congregate and Home-Delivered Meals Program. Additionally, the current food vendor has filed an appeal in the Supreme Court of Guam questioning both the Superior Court and the OPA's decision. The government is intending to issue a new food bid, but the review has just finished the first phase review with the Office of the Attorney General.

The Elderly Nutrition Program ensures the provision of a hot, nutritious meal that provides a minimum of 33 1/3 percent of the current Recommended Dietary Allowance, as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council to seniors who access one of the 14 congregate meals sites or those who have been determined by our Case Management Services program to be homebound. The Congregate component or C1 of the ENP provides for approximately 780 seniors, Monday through Friday, while the Home-Delivered component or C2 provides for approximately 1,180 homebound seniors, Monday through Sunday, for a combined total of approximately, 1,960 seniors; however, meals are not provided on 10 recognized holidays. For many seniors who access this meal service, this is perhaps the one balanced meal they will receive on any service day of the program.

Based upon the facts provided by the Department, I, CLAUDIA S. ACFALLE, Chief Procurement Officer for the General Services Agency do certify under penalty of perjury, that a certificate of emergency is not being used solely for the purpose of avoidance of the provisions of Title 5, Guam Code Annotated, Chapter 5, Section 5125 of the Guam Procurement law.

Claudia S. Acfalle
Chief Procurement Officer

SO APPROVED:

3/28/19
LOURDES A LEON GUERRERO, DATE
GOVERNOR OF GUAM

OFFICE OF THE GOVERNOR
GOVERNOR'S CHAMBER
DATE: 3-28-19
TIME: 11:42
RECEIVED BY: Dorothy Pla

COMMITTED TO EXCELLENCE

Martin B-Reyes

2019-1408
RCVD AT CENTRAL FILES
MAR 19 '19 PM3:53

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
148 Route 1 Marine Corp Drive, Piti Guam 96915
TEL: (671) 475-1707/475-1700 * FAX: (671) 475-1727/472-4217

Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lieutenant Governor

Edward M. Birn
Director
Edith C. Pangelinan
Deputy Director

March 20, 2019

MEMORANDUM

To: Lourdes A. Leon Guerrero
Honorable Governor of Guam

From: Chief Procurement Officer, Acting
General Services Agency

SUBJECT: Request for Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals

Attached is a request from the Director of the Department of Public Health and Social Services seeking your approval for the Emergency Procurement of the Elderly Nutrition Program (ENP), Congregate Meals (C1) component and ENP, Home-Delivered Meals (C2) component for the anticipated service period effective March 1, 2019 for a period of thirty (30) days. The reason for the 30-days is that both parties have filed a Request for Reconsideration from the Office of Public Accountability of her decision on the initial appeal for the Congregate and Home-Delivered Meals Program. Additionally, the current food vendor has filed an appeal in the Supreme Court of Guam questioning both the Superior Court and the OPA's decision. The government is intending to issue a new food bid, but the review has just finished the first phase review with the Office of the Attorney General.

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Based upon the facts provided by the Department, I, ROBERT H. KONO, Acting Chief Procurement Officer for the General Services Agency do certify under penalty of perjury, that a

certificate of emergency is not being used solely for the purpose of avoidance of the provisions of Title 5, Guam Code Annotated, Chapter 5, Section 5125 of the Guam Procurement law.

Robert H. Kono
Acting Chief Procurement Officer

SO APPROVED:

LOURDES A LEON GUERRERO, DATE
GOVERNOR OF GUAM

Lourdes A. Leon Guerrero
Governor
Joshua F. Tenorio
Lieutenant Governor

DEPARTMENT OF ADMINISTRATION
(DIPATTAMENTON ATMENESTRASION)
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Edward M. Birn
Director
Edith C. Pangelinan
Deputy Director

March 20, 2019

MEMORANDUM

To: Lourdes A. Leon Guerrero
Honorable Governor of Guam

From: Chief Procurement Officer, Acting
General Services Agency

ACKNOWLEDGEMENT COPY
RECEIVE BY Martin B-Reyes
DATE RCVD AT CENTRAL FILES
MAR 19'19 PM3:53

SUBJECT: Request for Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals

Attached is a request from the Director of the Department of Public Health and Social Services seeking your approval for the Emergency Procurement of the Elderly Nutrition Program (ENP), Congregate Meals (C1) component and ENP, Home-Delivered Meals (C2) component for the anticipated service period effective March 1, 2019 for a period of thirty (30) days. The reason for the 30-days is that both parties have filed a Request for Reconsideration from the Office of Public Accountability of her decision on the initial appeal for the Congregate and Home-Delivered Meals Program. Additionally, the current food vendor has filed an appeal in the Supreme Court of Guam questioning both the Superior Court and the OPA's decision. The government is intending to issue a new food bid, but the review has just finished the first phase review with the Office of the Attorney General.

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Based upon the facts provided by the Department, I, ROBERT H. KONO, Acting Chief Procurement Officer for the General Services Agency do certify under penalty of perjury, that a

certificate of emergency is not being used solely for the purpose of avoidance of the provisions of Title 5, Guam Code Annotated, Chapter 5, Section 5125 of the Guam Procurement law.

Robert H. Kono
Acting Chief Procurement Officer

SO APPROVED:

LOURDES A LEON GUERRERO, DATE
GOVERNOR OF GUAM

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HÅGA'

JOSHUA F. TENORIO
LT GOVERNOR, SIGUNDO MAGA'LÅHI

LINDA UNPINGCO DENORCEY, MPH
DIRECTOR

LAURENT SF DUENAS, MPH, BSN, RN
DEPUTY DIRECTOR

MAR 15 2019

MEMORANDUM

TO: Chief Procurement Officer, General Services Agency

FROM: Director, Department of Public Health and Social Services

SUBJECT: Emergency Procurement for the Elderly Nutrition Program: Congregate and Home-Delivered Meals

The Department of Public Health and Social Services is seeking your agency's assistance for the Emergency Procurement of the Elderly Nutrition Program (ENP), Congregate Meals (C1), and Home-Delivered Meals (C2) components for the anticipated service period of 30 Calendar Days effective April 1, 2019. The reason for the 30-days is there remains an on-going appeal for Congregate and Home-Delivered Meals Programs with the Supreme Court of Guam, CVA No. 18-030 Superior Court of Guam, CV0995-16.

The Division of Senior Citizens responded to Agency Communication 18-0307 on February 4, 2019 to DPHSS IFB for FY2019 Elderly Nutrition Program: Phase 1 Review which is being reviewed and coordinated by program staff assigned. The Department is in the process of completing the Phase 1 Review for submission and coordination with the General Services Agency.

On Thursday, March 14, 2019, the Guam Office of the Attorney General's Phase Review for Competitive Bidding Procedure, Phase 1 Planning and Drafting Phase: (Using Agency) is attached and initialed off to move the bid forward to Phase 2 Solicitation and Bidding Phase: (Purchasing Agency).

Currently, the Division's Bureau of Program Administration and Development which is responsible for 11 contracted programs is currently staffed with two (2) Program Coordinators and is currently challenged in preparing planned procurements with only one (1) of the two Program Coordinator's for the Division having completed the Mandatory Certification and Continuing Education in line with Guam PL 32-131. From April 2018 to the end of September 20, 2018 the Bureau had three (3) Program Coordinators. Aside from procurements being assigned, staff of this Bureau are also assigned to ensure the delivery of 10 Home and Community-Based Services programs which also includes preparing contract amendments. Additional challenges related to manpower shortage for this Bureau includes processing monthly program reports to include reviewing program narratives, statistical reports and expenditure reports and other federal and local reports as required.

####

The Elderly Nutrition Program ensures the provision of a hot, nutritious meal that provides a minimum of 33 1/3 percent of the current Recommended Dietary Allowance, as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council to seniors who access one of the 15 congregate meals sites or those who have been determined by our Case Management Services program to be homebound. The Congregate component or C1 of the ENP provides for approximately 780 seniors, Monday through Friday, while the Home-Delivered component or C2 provides for approximately 1,180 homebound seniors, Monday through Sunday, for a combined total of approximately, 1,960 seniors; meals are not provided on 10 recognized holidays. For many seniors who access this meal service, this is perhaps the one balanced meal they will receive on any service day of the program.

The procurement of these services through an Emergency Procurement under 5 G.C.A. §5215 is necessary in order to avert a threat to the health, welfare and safety of our seniors who rely on this meal at either the designated congregate sites or at their home.

Attached for the procurement activity for both ENP Congregate Meals (C1) and Home-Delivered Meals (C2) components are the following: 1) Procurement Specifications for ENP C1 and ENP C2; 2) Requisitions for the Emergency Procurement for ENP C1 and ENP C2; and 3) Declaration re Compliance with 5 GCA §5150 (AG Procurement Form 014).

Should you have any questions, please contact Ms. Charlene D. San Nicolas, Program Coordinator IV or Mr. Arthur U. San Agustin, MHR at 735-7415 or 735-7421.

LINDA UNPINGCO DENORCE, MPH

Attachments

xc: Director's Chrono, DSC Administrator's File, ASO Taitague
ENP C1 Requisition File, ENP C2 Requisition File
BPAD: FY19 (C1) (C2)

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, Linda Unpingco DeNorcey, MPH, make this declaration on MAR 15 2019
[print name clearly] *[enter today's date]*

regarding Procurement No. Q191730042, and do hereby **certify under penalty of perjury** that:
Q191730046 *[enter procurement no.]*

(1) I am the procurement officer (Chief Procurement Officer; Director of Pubic Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is *[please check one]*:

☒ less than $500,000; or

☐ $500,000 or more;

(4) If the total estimated cost of the procurement is $500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is $500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than $500,000 initially when the procurement is begun, but the total cost increases to $500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost $500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost $500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.

Linda Unpingco DeNorcey, MPH, Director
[Declarant's Signature]

AG Procurement Form 014 (Dec. 13, 2011)

REQUISITION

REQUISITION #: Q191730042
APPROPRIATION: 5101G191730MA103230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR

ENCUMBERED DATE MAR 18 2019

SUBMITTED BY:

Sablan, Breanna B.F. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

CSW 3-11-19 SIGNATURE

03/08/2019 DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 3/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	PROVISION OF NUTRITION SERVICES MANAGEMENT,OPERATIONS AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, CONGREGATE MEALS COMPONENT. PROGRAM SPECIFICATIONS ARE ATTACHED. PRICE MUST REMAIN THE SAME FOR A PERIOD OF 30-DAYS. 780 CLIENTS X $5.00 PER MEAL= $3,900.00 PER DAY X 22 SERVICE DAYS= $85,800.00. PERIOD TO COVER: MONDAY THROUGH FRIDAY MONDAY,APRIL 01, 2019 THROUGH TUESDAY,APRIL 30, 2019	LOT	1	85800.00	85800.00
			TOTAL ==========>		85800.00

JUSTIFICATION:
POC: BREANNA SABLAN
735-7415/7421

CHARLENE D. SAN NICOLAS

** PRINT NAME & SIGN

MAR 15 2019
RECEIVED BY DATE
(CERTIFYING OFFICER)

MAR 15 2019

( ) APPROVAL ( ) DISAPPROVAL

3/15/19
APPROVING AUTHORITY (DIRECTOR)

Doc. No. 35GL-19-0287.

REQUISITION

REQUISITION #: Q191730042
APPROPRIATION: 5101G191730MA103230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR

ENCUMBERED DATE
MAR 1 8 2019

SUBMITTED BY:

Sablan, Breanna B.F. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

03/08/2019
DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 3/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
	AUTHORIZE PERSONNEL/POC: BREANNA SABLAN CHARLENE D. SAN NICOLAS 735-7415/7421				

TOTAL ==========> 85800.00

JUSTIFICATION:
POC: BREANNA SABLAN
735-7415/7421

CHARLENE D. SAN NICOLAS

** PRINT NAME & SIGN

RECEIVED BY
(CERTIFYING OFFICER)

MAR 1 5 2019
DATE

MAR 1 5 2019

( ) APPROVAL ( ) DISAPPROVAL

APPROVING AUTHORITY (DIRECTOR)

Doc. No. 35GL-19-0287.

ELDERLY NUTRITION PROGRAM - CONGREGATE MEALS (C1) - EMERGENCY PROCUREMENT

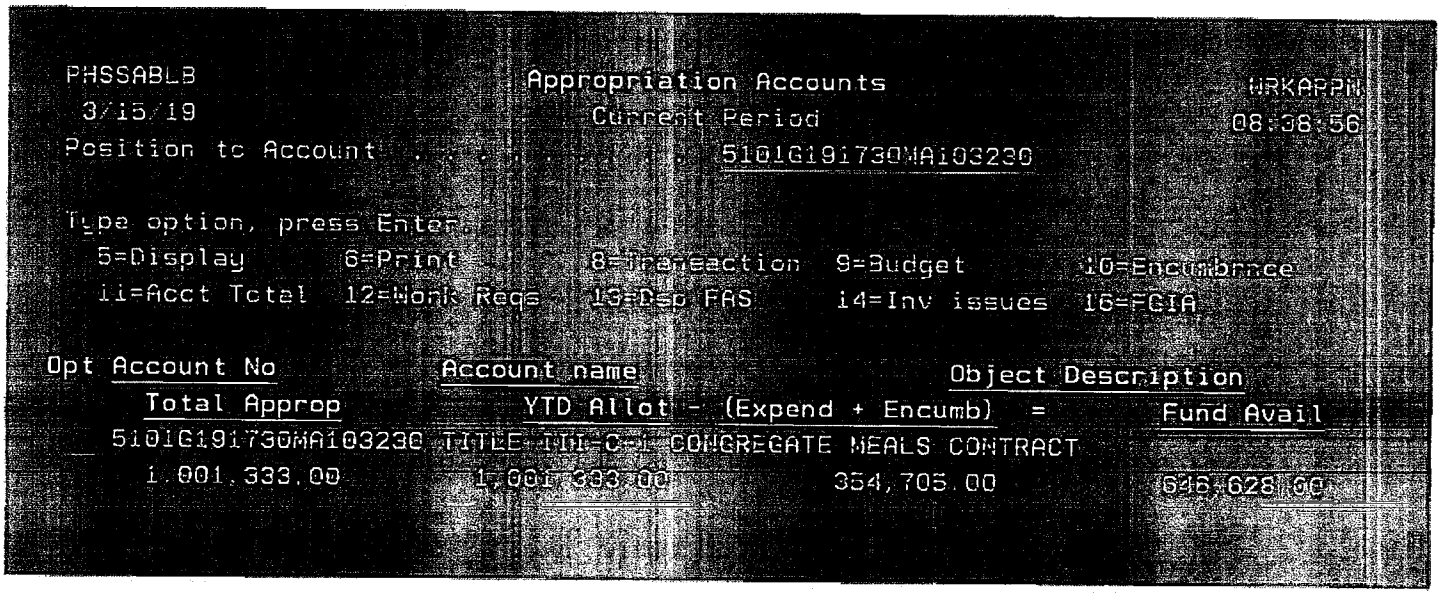
FOR APRIL 2019 (APR 1 TO APR, 2019 = 19 SERVICE DAYS) Q191730042

PHSSABLB
3/15/19
Position to Account 5101G191730MA103230

Appropriation Accounts
Current Period

WRKAPPN
08:38:56

Opt	Account No	Account name	Object Description	
	Total Approp	YTD Allot - (Expend + Encumb) =		Fund Avail
	5101G191730MA103230	TITLE III-C-1 CONGREGATE MEALS CONTRACT		
	1,001,333.00	1,001,333.00	354,705.00	646,628.00
				- 85,800.00 Q191730042 (04/01-30/19 C1-22days)
				560,828.00



REQUISITION

REQUISITION #: Q191730046
APPROPRIATION: 5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE MAR 18 2019

SUBMITTED BY:

Sablan, Breanna B.F. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE — SIGNATURE — 03/15/2019 DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 3/15/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR DPHSS ELDERLY NUTRITION HOME-DELIVERED MEAL PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACCQUIRED THROUGH THE PROVISION OF 5GCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PRICE MUST REMAIN THE SAME FOR A PERIOD OF 90 DAYS. PERIOD TO COVER: SUNDAY THROUGH MONDAY APRIL 1 THRU APRIL 30, 2019.	LOT	1	230100.00	230100.00

TOTAL ==========> 230100.00

JUSTIFICATION:
POINT OF CONTACT: BREANNA SABLAN
CHARLENE D. SAN NICOLAS 735-7415/7421

** PRINT NAME & SIGN
RECEIVED BY (CERTIFYING OFFICER) — MAR 15 2019 DATE

( ) APPROVAL ( ) DISAPPROVAL
Linda Unpingco DeMoreey, MPH — 3/15/19
APPROVING AUTHORITY (DIRECTOR)

MAR 15 2019

Doc. No. 35GL-19-0287.

REQUISITION

REQUISITION #: Q191730046
APPROPRIATION: 5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE MAR 18 2019

SUBMITTED BY:

Sablan, Breanna B.F. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

03/15/2019
DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 3/15/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
	1,180 CLIENTS X $6.50 PER MEAL =$7,670.00 PER DAY X 30 SERVICE DAYS= $230,100.00 AUTHORIZED PERSONNEL/POC: BREANNA SABLAN CHARLENE D. SAN NICOLAS 735-7415/7421 ***NOTHING FOLLOWS***				

TOTAL ==========> 230100.00

JUSTIFICATION:
POINT OF CONTACT: BREANNA SABLAN
CHARLENE D. SAN NICOLAS 735-7415/7421

** PRINT NAME & SIGN

MAR 15 2019
RECEIVED BY (CERTIFYING OFFICER) DATE

( ) APPROVAL ( ) DISAPPROVAL

Linda Unpingco DeMorcey, MPH 3/15/19
APPROVING AUTHORITY (DIRECTOR)

MAR 15 2019

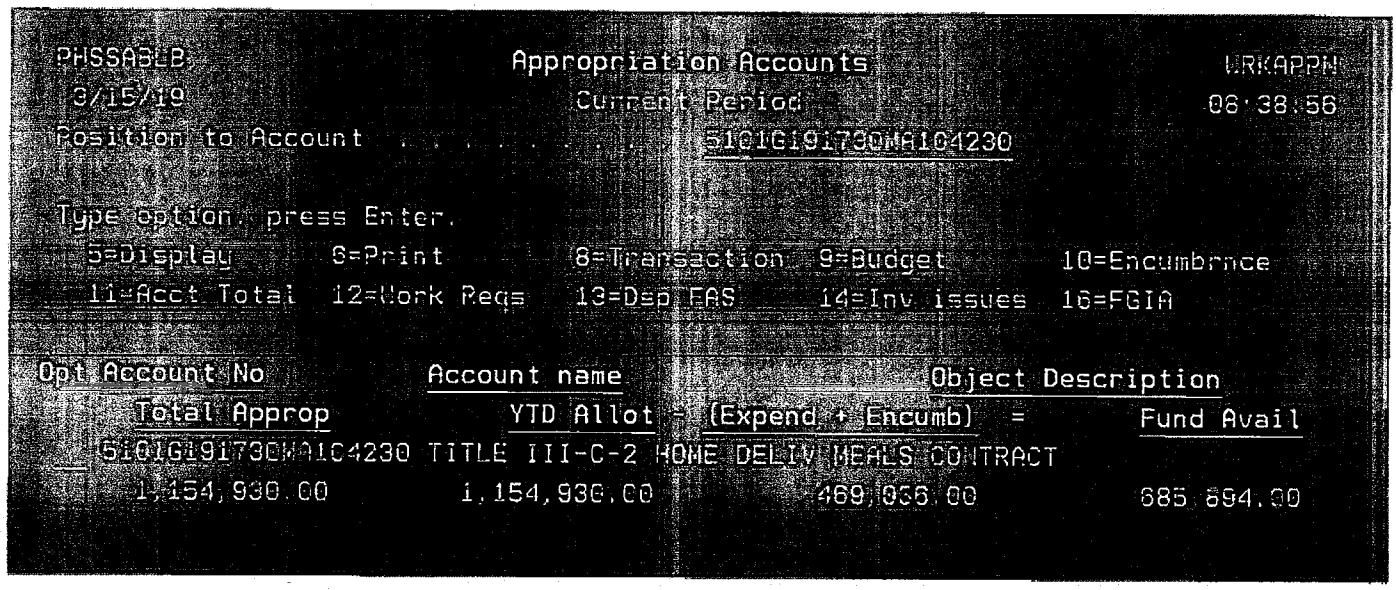
Doc. No. 35GL-19-0287.

ELDERLY NUTRITION PROGRAM - HOME DELIVERED MEALS (C2) - EMERGENCY PROCUREMENT

FOR APRIL 2019 (APR 1 TO APR 30, 2019 = 30 SERVICE DAYS) Q191730046

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PHSSABLB                    Appropriation Accounts                    WRKAPPN
  3/15/19                        Current Period                       08:38:56
 Position to Account . . . . . 5101G191730MA104230
```

Opt	Account No	Account name	Object Description	
	Total Approp	YTD Allot - (Expend + Encumb) =	Fund Avail	
	5101G191730MA104230	TITLE III-C-2 HOME DELIV MEALS CONTRACT		
	1,154,930.00	1,154,930.00	469,036.00	685,894.00
			- 230,100.00	Q191730046 (04/01-30/19 C2-30days)
			455,794.00	



ITEM NO.	DESCRIPTION	UOM
1.1	**Nutrition Services for the comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program (ENP), Home-Delivered Meals component.**	**1 Month**

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Vendor shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. *All sections throughout this Emergency Procurement shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy.*

The estimated range of meals served per day is one thousand (1,000) to one thousand two hundred (1,200) meals. For this emergency procurement, meals served per day are not expected to exceed one thousand one hundred eighty (1,180) meals. Note: On exceptional days, the minimum quantity of meals served per day will not be met on the dates identified by the Department of Public Health and Social Services, not to exceed five (5) days.

MEAL ORDERS AND ADJUSTMENTS. The Vendor shall receive meal orders of authorized clients from the DPH&SS, DSC contracted service provider for the Case Management Services (CMS) program. Meal orders shall be communicated to the ENP Vendor by the CMS service provider. Adjustments to the meal orders due to an increase or decrease of authorized clients shall be coordinated with the CMS service provider and the ENP Vendor.

The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

PROGRAM INTENT. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to authorized clients, in a home setting.

Nutrition Services are provided to eligible clients who are, as determined by the Case Management Services (CMS) program, to be functionally impaired because:

1. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, standby assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking; or

2. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to the individual or to other individuals; or

3. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.

4. The DPH&SS, DSC reserves the option to provide Nutrition Services to the eligible spouse who is 60 years and older and whom is the primary caretaker of the homebound senior; underage spouse of the eligible client, caretakers of the eligible client and to individuals residing in the home who have a disability whom otherwise meet Federal criteria.

5. The Elderly Nutrition Program Vendor shall provide the CMS information on the status of the eligible clients authorized to receive Nutrition Services, such as, and not limited to, when they attempt to deliver a meal and the authorized client is not home or is advised that the authorized client has been hospitalized. In such cases, Nutrition Services shall be suspended until the authorized client is able to receive the meal service.

6. The DPH&SS, DSC reserves the option of expanding Nutrition Services to include breakfast and/or dinner service and may be further expanded to include holiday meal service.

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM HOME-DELIVERED MEALS COMPONENT

1.1 NUMBER OF CLIENTS TO BE SERVED. Approximately one thousand one hundred and eighty (1,180) eligible individuals in a homebound setting.

Currently, there are 26 Areas as follows:

No.	Area	No.	Area
1.	Agana Heights	14.	Merizo
2.	Agat	15.	Mongmong
3.	Anigua	16.	Ordot
4.	Asan	17.	Piti
5.	Barrigada	18.	Santa Rita
6.	Chalan Pago	19.	Sinajana
7.	Dededo	20.	Talofofo
8.	Harmon	21.	Tamuning
9.	Inarajan	22.	Toto
10.	Maina	23.	Tumon
11.	Maite	24.	Umatac
12.	Malojloj	25.	Yigo
13.	Mangilao	26.	Yona

1.2 NUTRITION SERVICES. Elderly Nutrition Program services shall be provided to eligible individuals in a home setting Monday through Sunday. However, upon the Vendor being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services may include breakfast and/or dinner service and may include holiday meal service. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMS service provider.

2.0 CLIENT REGISTRATION AND MAINTENANCE

2.1 REGISTERED CLIENT. For the purposes of the ENP, a client who receives a home-delivered meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Vendor shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.

2.2 INTAKE, PROFILE AND REFERRAL FORM. The Vendor shall use the Intake, Profile and Referral (IPR) Form to refer eligible individuals to other Title III Aging Services.

2.3 MULTI-DISCIPLINARY TEAM MEETING. The Vendor, at the request of other agencies providing services to their ENP C2 clients, shall attend such meetings to assist in the coordination of services. In addition, the Vendor may request CMS to activate a Multi-Disciplinary Team to address multifaceted service issues concerning authorized clients of ENP C2.

2.4 AWARENESS OF ELDER CONCERNS. The Vendor shall address problems and concerns of ENP C2 clients and submit them to the DPH&SS, DSC as part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Vendor shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

3.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairments in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: *eating,*

dressing, bathing, toileting, transferring in and out of bed/chair, and walking.	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

3.3 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2016-2019, Guam's State Plan on Aging, pages 16-17)

3.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Vendor shall advise the Guam SOA who will provide additional guidance and direction to the Vendor as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

3.5 When the Vendor receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

4.0 ELEMENTS OF ENP OPERATIONS HOME-DELIVERED MEALS

4.1 OFFICE HOURS. The Vendor shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday Friday.

4.2 MEAL SERVICE HOURS. The Vendor shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on the holiday identified on 4.0, 4.1 in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. The Vendor must notify CMS, DPH&SS, DSC and homebound clients when meals are being delivered late, cause of the late delivery and is subject to approval by DPHS&SS, DSC. No meals shall be delivered after 2:30 p.m. unless authorized by DPH&SS, DSC.

4.3 OPERATIONAL REQUIREMENTS. The Vendor shall provide the personnel, equipment and supplies to provide ENP nutrition services.

4.4 FOOD SAFETY AND SANITATION. The Vendor shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.

4.5 PREPARATION OF MEALS. The Vendor shall have the ability to prepare estimated range of one thousand (1,000) to one thousand two hundred (1,200) hot nutritious meals per service day in a central kitchen and to deliver them to authorized homebound clients.

a. In purchasing food, preparing and delivering meals in the performance of this program, the Vendor shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Vendor to "Buy Local" for this nutrition program.

b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the authorized homebound clients.

c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.

d. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the client, their caregiver or authorized representative, or as indicated by the CMS program and is considered special meals.

e. There shall be no serving of fried foods and Basa Fish.

4.6 MEAL PATTERN. The Vendor shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

4.7 MENU PREPARATION. The Vendor shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be submitted by the Vendor to the DPH&SS, DSC, no more than thirty (30) working days prior to their implementation.

a. Menus shall only be provided for this emergency procurement period.

b. Menu Meal Variety. The Vendor shall ensure there is a variety of menu meal items on the Monthly Menu to be submitted to the DPH&SS, DSC. The Vendor shall ensure that no more than two of the same menu items shall be served within two consecutive weeks.

c. Meal Substitutions. There shall be no meal substitutions unless the Vendor provides documentation from the Vendor's supplier(s) stating on supplier's letterhead: Date of Order, Date Vendor's supplier notified Vendor of supplier's inability to provide the food item.

Additionally, it is the responsibility of the Vendor to provide this written documentation of the Vendor's efforts to obtain food item(s) from other suppliers.

d. Menus and meals substitutions which includes Emergency Dry Good as authorized shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.

4.8 MONTHLY MEAL MENU DISTRIBUTION. The Vendor shall distribute approved Monthly Meal Menus to the CMS service provider. Any changes to the menu shall be communicated in writing by the Vendor to the CMS and the DPH&SS, DSC no later than the day prior to the change.

4.9 REQUESTS FOR SPECIAL MEALS. The Vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The CMS Program Manager shall coordinate with the Vendor for the provision of special meals which shall be supported in the following manner:

a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.

b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 percent of the current daily RDA.

c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.

d. The CMS service provider shall provide the Vendor with copies of supporting documentation for each special menu request which the Vendor shall maintain in the client's file.

4.10 EMERGENCY MENUS. The Vendor's Emergency Management Plan shall be submitted to the DPH&SS, DSC for review and approval by DPH&SS, DSC within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or LN for a period of three (3) days. Further, the plan shall also include that the provision of meals, as practicable, or dry goods to clients be for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters. Dry Goods shall be in pull-tab form to make it easy for clients to open. The Government reserves the option to notify the Vendor to serve meals earlier for Disaster Preparedness Planning efforts.

4.11 PACKAGING OF MEALS. Home-Delivered Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Vendor, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III Home-Delivered Meals, Older Americans

Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 10:00 a.m. and later than 12:30 p.m., must be reported to the Vendor.

a. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.

b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.

c. The Vendor shall ensure cold foods are packed separately from hot foods.

d. The Vendor shall ensure that appropriate food containers and utensils for clients with disabilities are available to those clients recommended by CMS.

4.12 FOOD TEMPERATURE. The Vendor shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 40 degrees Fahrenheit, upon arrival to authorized clients.

4.13 DELIVERY OF MEALS. The Vendor shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to homebound authorized clients prior to leaving the central kitchen. The Vendor shall ensure meals be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Sunday, except on holidays observed by the Government of Guam, or unless otherwise approved by the DPH&SS, DSC, to the home settings.

a. ENP delivery staff shall not leave meals unattended if no one is home to receive it. Leaving the meal in a cooler or outside refrigerator is not permitted.

b. If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMS has been provided to the Vendor.

c. The Vendor shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.

4.14 MEAL COMPLAINTS. The Vendor shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:

a. Meals not delivered within the designated delivery times.

b. Meals that exclude certain items or do not meet specified portions.

c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.

d. Any meal determined spoiled or contaminated shall be reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.

4.15 INSPECTION REPORTS. The Vendor shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports. The inspection reports shall be provided to the DPH&SS, DSC within thirty (30) minutes upon receipt of the inspection report being issued to the Vendor. The Vendor shall call the DPH&SS, DSC to notify DSC of the forthcoming inspection report and the letter grade issued. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council no later than 10:00 a.m., the next working day following the inspection.

4.16 CLIENT FILES. All client files shall remain confidential. The Vendor shall maintain and update individual ENP client files which shall be retained for a period of this emergency procurement and shall include the ENP client's initial referral from the CMS or services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Current map to client's residence; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPH&SS, DSC.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

4.17 BINDER OF CLIENT MAPS. The Vendor shall ensure a copy of each home-delivered client map under this program is maintained; current; legible and filed accordingly by the client's designated route in a Binder(s). Each Binder shall be labeled by the ENP designated route(s). The Vendor shall provide a copy of the Binders to the DPH&SS, DSC and provide updated Binders on weekly basis. The Vendor shall be prepared to relinquish and deliver within one (1) hour, all Binders containing maps of the client's residence upon being notified to the custody of the DPH&SS, DSC.

4.18 STANDARD OPERATING PROCEDURES. The Vendor shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC.

4.19 EMERGENCY MANAGEMENT PLAN. In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Vendor shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Vendor shall provide training to staff on procedures to be followed in the event of a:

a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;

b. medical emergency, to include food poisoning situations;

c. physical threat, to include bodily harm situations;

d. severe weather or a natural disaster; and

e. power/water outages, etc.

4.20 The Vendor shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Vendor must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.

4.21 The Vendor shall conduct monthly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING

5.1 The Vendor shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of the ENP, the Vendor shall provide DPH&SS, DSC with written Position Description for each position involved in the direct delivery of ENP Home-Delivered Meals service.

5.2 The Vendor shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the ENP. Tuberculosis (TB) Clearance to be renewed annually; Original Police, Court, and Traffic Clearances updated every three (3) years; Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Annual Orientation to Title III programs and the Bureau of Adult Protective Services presented by the DPH&SS, DSC staff shall be met within the first month for new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.

5.3 The Vendor shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include; current Tuberculosis (TB) clearance to be renewed annually; original Police, Court and Traffic Clearances updated every three (3) years; original Police, Court and Traffic Clearances for new staff which shall be dated no earlier than ninety (90) days prior to employment; High School Diploma or General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Documentation of attendance at Annual Orientation to Title III programs and the Bureau of Adult Protective Services by DPH&SS, DSC staff; Documentation of continuing education, certifications, training and workshops; copy of prior and current Health Certificates while employed with the ENP; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; Acknowledgement of Vendor's Drug and Smoke-Free Workplace Policy; Acknowledgement of Vendor's Equal Employment Opportunity Policy; Acknowledgement of Vendor's Standard Operating Procedures that includes Emergency Management Plan; Completed Employment Application; Position Description; and Reports of accidents and/or incidents involving ENP staff affecting the care of clients or operation of the program and actions taken towards resolution.

6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES

6.1 The Vendor shall submit an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Vendor's organization.

6.2 The Vendor shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description.

6.3 The Vendor shall not employ an individual for the ENP Home-Delivered Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.

6.4 The Vendor shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN), possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job. The Vendor has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this emergency procurement, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job.

6.5 The Vendor shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.

6.6 The Vendor shall provide a resume of the Executive or Program Director with at least five (5) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintaining current ServSafe Food Protection Manager Certification.

b. Planning and development in the delivery of program services.

c. Evaluation of program services and standards of operations.

d. Resource development and grant writing activities.

e. Fiscal management and budgeting.

f. Community and advisory group collaboration and relations.

g. Personnel management, training, and staff development.

h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.

i. Shall not hold an executive position within the organization's board, as practicable.

6.7 The Vendor shall provide a resume of the Program Manager with at least three (3) years of experience in the food service industry; maintains a current ServSafe Food Protection Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintaining current ServSafe Food Protection Manager Certification.

b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.

c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.

d. Ability to train and supervise, and develop the capacity of program staff and volunteers.

e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.

f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.

g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPH&SS, DSC.

6.8 The Vendor shall have access to services of a Guam Licensed Dietitian (LD) or Guam Licensed Nutritionist (LN), as needed, in order to comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within five (5) calendar days of official notification of the award of this emergency procurement or as specified by the DPH&SS, DSC, the Vendor shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).

6.9 The Vendor shall ensure the ENP LD or LN is knowledgeable and capable of performing the following:

a. Provide technical assistance, as required by the Vendor, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.

b. The LD or LN shall, on a monthly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP are met. The Vendor shall submit the report

documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN. The report shall include aerial colored photos of the 10 packaged meals inspected and be labeled to indicate the type of meal selected, reviewed and inspected.

At a minimum, the 10 packaged meals for selection and review should include each one (1) of the following: Regular Meal, Mechanical (Chopped), Pureed (Blenderized), Health (Vegetarian), and Health (Non-Vegetarian). The Vendor shall submit the report containing the signature and date of the LD or LN to the DPH&SS, DSC within five (5) working days after each review.

c. Shall attend and be present to hear and address all meal concerns and/or complaints brought forth at the Elderly Nutrition Program Council meetings and offer nutritional advice and guidance.

6.10 The Vendor shall ensure that at least one (1) staff who possesses a current ServSafe Food Protection Manager's Certification is on duty throughout the operations of the ENP. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name(s) and copy(ies) of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

6.11 The Vendor shall ensure all ENP delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.

6.12 The Vendor shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:

a. ENP delivery staff shall place a door hanger or similar product at the home of the authorized client indicating the ENP delivery staff was present to deliver the meal and no one was home to receive the meal.

b. ENP delivery staff shall physically see the authorized client at least three (3) times per week to ensure the client is safe.

c. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant changes in the authorized client's condition or non-delivery of meals to the authorized client for two (2) consecutive days who in turn will notify the CMS for their follow up.

d. ENP delivery staff shall, upon returning to the office, report to the ENP Program Manager significant abuse of the Elderly Nutrition Program who in turn will notify the DPH&SS, DSC.

7.0 ADMINISTRATIVE REQUIREMENTS

7.1 REQUESTS FOR INFORMATION. Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.

7.2 IMPROPER ACTIVITIES OF ENP STAFF. The Vendor shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Vendor shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.

7.3 COMPLAINTS, PROBLEMS, AND CONCERNS. The Vendor shall attempt to remedy non-urgent complaints, problems and concerns of clients with

other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Vendor with local or Federal agencies by clients or staff. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Vendor, shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.

7.4 ACCIDENTS AND INCIDENTS. The Vendor shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Vendor. Acts of vandalism to any vehicle or facility used in the ENP shall be reported to the DPH&SS, DSC in the same manner.

7.5 STAFF IDENTIFICATION. The Vendor shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.

7.6 PROPER HYGIENE AND DRESS CODE. The Vendor shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.

7.7 MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Vendor's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.

7.8 PROGRAM REPORTING REQUIREMENTS. Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of the month shall include:

a. Monthly Program Report (Transmittal) Form

b. Invoice Form

c. Monthly Meal Record and Meal Breakdown Form

d. Accounts Receivable Activity Report Form

e. Program Income Report Form

f. Program Income Expenditure Report Form

g. Monthly Statistical Report Form

h. Monthly Program Summary Form

i. Release of Claims Statement Form- shall be submitted at the end of the emergency procurement period.

j. Intake Profile and Referral Form

k. Intake, Profile and Referral Record Change and Service Update Form

l. Determine Your Nutritional Health Form

7.9 MONTHLY PROGRAM REPORT. The DPH&SS, DSC shall provide the Vendor with the Program Reporting Forms. The Vendor shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

8.0 PROGRAM MONIES

8.1 SERVICE CONTRIBUTIONS. The Vendor shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Vendor shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.2 PROGRAM INCOME. The Vendor shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Vendor shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.3 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME. Service Contributions and Program Income Funds shall be expended within the current purchase order. Funds not expended within the purchase order period may be used to reduce the Vendor's monthly invoiced amount. In the event the ENP purchase order is terminated or expires, all unexpended Funds is immediately due within five (5) working days, payable to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Vendor's invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC.

9.0 INSURANCE COVERAGE

9.1 The Vendor shall maintain and furnish the DPH&SS, DSC evidence of insurance coverage to protect the integrity of the program. A copy of all claims filed by the Vendor shall be provided within no more than two (2) working days to the DPH&SS, DSC.

10.0 PROGRAM PENALTIES

10.1 MEAL DELIVERY AND SPECIFICATION COMPLIANCE. Meals shall be delivered no earlier than 10:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals served for early or late delivery of meals based on the following schedule:

a. 10 to 15 minutes early or late – 20%

b. 16 to 20 minutes early or late – 25%

c. 21 to 30 minutes early or late – 40%

d. 31 minutes early – 100%

e. 31 minutes late – $25.00 penalty per meal

10.2 MEAL EXCLUSION, SPOILAGE, INEDIBLE. The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted area(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:

a. 30% for meat, seafood, poultry, soup (or other main entrée)

b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk

c. 5% for salad dressing, condiments, margarine/butter

10.3 ADMINISTRATIVE. The DPH&SS, DSC shall assess a penalty based on the following:

a. Initial submission of the Monthly Program Reports determined not to have been submitted; determined to be missing shall be assessed a $50.00 penalty per report.

b. Monthly Program Reports requiring further corrections shall be assessed a penalty of half of one percent (.005) for being incomplete or inaccurate and shall be calculated after any disallowed costs to the monthly invoice amount is applied.

c. Preparation of Meals. Serving of fried foods or basa fish shall be assessed $500.00 per occurrence.

d. Menu Preparation. The DPH&SS, DSC shall assess a penalty based on the following:

(1) Menu Meal Variety determined to not be in compliance shall be assess $500.00 per occurrence.

(2) Meal Substitutions determined to not be in compliance shall be assessed $500.00 per occurrence.

(3) Menus and Meal Substitutions. Menus and meals substitutions shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on all menus. Menus and Meal Substitutions not approved by the Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a $100.00 penalty per occurrence.

e. Monthly Review of Ten (10) Packaged Meals Report determined not to have been submitted and/or incomplete shall be assessed a $250.00 penalty per report period.

f. Elderly Nutrition Program Council Meetings. Absence of the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a $500.00 penalty for each personnel not in attendance. An additional $100.00 penalty shall also be applied if the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) is not present to hear and address meal concerns and/or complaints being discussed.

g. All areas identified to be in non-compliance in the performance of this emergency procurement shall be assessed a penalty of $100.00 per occurrence. The penalty shall increase by $100.00 for each additional occurrence. This penalty shall be applicable to all areas of this emergency procurement where a penalty for performance is not specifically stated. In such circumstances, this penalty provision shall apply.

10.4 PERSONNEL AND CLIENT FILES AND RECORDS. Personnel and client files and records shall be kept current and filed accordingly. The Vendor shall have three (3) working days to correct personnel and client files and records identified to be incomplete, inaccurate, missing, outdated or expired. After the third work day has passed and the Vendor has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Vendor will be assessed a flat penalty of $100.00 for each ~~personnel and~~ client files and records identified to be deficient.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

10.5 CLIENT MAPS. The Vender shall be assessed a penalty of $25.00 for each client's map that is missing, outdated (client is no longer at the residence), is not legible or is not filed in the Binder.

11.0 COMPENSATION FOR SERVICES

11.1 The Elderly Nutrition Program Home-Delivered Meals nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 18AAGUT3HD, 1901GUOAHD-00 and 1901GUOAHD-01, Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C2 and local Government of Guam funds being allotted, allocated and certified.

11.2 UNAUTHORIZED SERVICES. Any unauthorized services rendered by the Vendor shall be considered a disallowed cost and shall be deducted from

the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Vendor.

11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.

11.4 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

11.5 The Vendor will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Vendor, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Vendor shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

12.0 SPECIAL TERMS AND CONDITIONS

12.1 PROGRAM DATABASE. The Vendor shall be required to comply with the efforts of putting forth a unified automated information system that supports and promotes a coordinated and comprehensive system of care. This effort is spearheaded by the DPH&SS, DSC. All Title III service providers and vendors shall be collaborators and partners of this effort. The Vendor shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Vendor in complying with the reporting requirements of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DPH&SS, DSC and/or the software company contracted to maintain the system at no cost to the Vendor, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. Failure to comply **with this section shall result in non-payment to the Vendor.**

12.2 PROGRAM DATABASE INFORMATION SYSTEM. The software Program Database Information System is currently managed by the Government. The Vendor shall be granted access upon being awarded this program and will enter data.

12.3 GRANTOR RECOGNITION. The Vendor shall ensure recognition of the role of the grantor agency in providing services through this emergency procurement. When a press release is issued or interview is given for any activity funded in whole or in part through this emergency procurement, reference shall be given as to the funding source and funding agency. The Vendor shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this emergency procurement. For example, *"This project is made possible through funds under Title III Home-Delivered Meals, Older Americans Act of 1965, as amended in 2016, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Vendor about the ENP shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

12.4 ELDERLY NUTRITION PROGRAM COUNCIL. The Vendor's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Vendor or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. The LD or LN employed by the Vendor shall attend the Elderly Nutrition Program Council meeting.

12.5 STANDARDS OF CONDUCT. The Vendor shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.

12.6 ACTIVITIES OF PERSONNEL. The Vendor shall ensure the Vendor or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Vendor shall ensure the Vendor or its employees do not intentionally identify the Title III Aging program or the Vendor with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

12.7 REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL. The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the ENP for reasonable cause; any personnel furnished by the Vendor when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Vendor's personnel policy and procedures used in the management of their personnel shall include this provision.

12.8 TERMINATION FOR NON-COMPLIANCE WITH REGULATORY REQUIREMENTS. In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services is issued a "C" rating from the Division of Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.

12.9 DUPLICATION OF SERVICES. The Vendor shall ensure that all ENP nutrition services are provided in an efficient and effective manner and where possible coordinated with other appropriate community service providers.

12.10 REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY. The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

12.11 REPORT OF ABUSE OR NEGLECT OF CHILDREN. The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to

the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 88).

12.12 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Vendor shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

12.13 SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Vendor shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).

12.14 ALCOHOL-FREE EVENTS. The Vendor shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.

12.15 CLIENT CONFIDENTIALITY. The Vendor shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

12.16 PROGRAM TRANSITION. All steps shall be taken by the Vendor to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.

a. The Vendor, who has not been awarded a new purchase order under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor.

b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new vendor.

12.17 FINANCIAL MANAGEMENT SYSTEM. The Vendor shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Vendor shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).

12.18 FILES AND RECORDS MAINTENANCE. All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.

12.19 MONITORING. Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the VENDOR. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the

effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

12.20 EVIDENCE OF PAYMENT. The Vendor shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

----------**NOTHING FOLLOWS** ----------

ITEM NO.	DESCRIPTION	UOM
1.1	**Nutrition Services for the comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program (ENP), Congregate Meals component.**	**1 Month**

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Vendor shall ensure meals comply with the provisions of Title III C1 Congregate Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. *All sections throughout this **Emergency Procurement** shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy.*

The estimated range of meals served per day is seven hundred (700) to eight hundred (800) meals. For this emergency procurement, meals served per day are not expected to exceed seven hundred eighty (780) meals. Note: On exceptional days, the minimum quantity of meals served per day will not be met on the dates identified by the Department of Public Health and Social Services, not to exceed five (5) days.

MEAL ORDERS AND ADJUSTMENTS. The Vendor shall receive meal orders of eligible clients from the DPH&SS, DSC contracted service providers for the Adult Day Care (ADC) and Senior Center Operations (SCO) programs. Meal orders shall be communicated to the ENP Vendor by the ADC and SCO service providers by 1:00 p.m. for the next service day. Adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the ADC and SCO service providers and the ENP Vendor no later than 9:30 a.m. on the scheduled day of meal service.

The meal pattern below is a requirement of the ENP, which meals shall be based upon:

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

PROGRAM INTENT. To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences to eligible individuals, in a congregate setting.

Nutrition Services are provided to individuals age (60) years or older at designated congregate sites as authorized by CMS or determined by SCO to be eligible:

1. Entry Point. The CMS and SCO are entry points for eligible individuals for Nutrition Services in a congregate setting. The eligible individual shall be sixty (60) years or older and attending congregate sites for the ENP, as designated by the DPH&SS, DSC.

2. The CMS and SCO shall coordinate with the Elderly Nutrition Program (ENP) Vendor for effective and efficient delivery of congregate meals to eligible clients at designated congregate sites.

3. The DPH&SS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible client, to volunteers working at the designated congregate sites and to individuals who have a disability who meet Federal criteria.

4. The DPH&SS, DSC reserves the option of expanding Nutrition Services to include breakfast and/or dinner service and may be further expanded to provide weekend and/or holiday meal service.

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM CONGREGATE MEALS COMPONENT

1.1 NUMBER OF CLIENTS TO BE SERVED. Approximately seven hundred and eighty (780) eligible individuals in congregate settings.

a. SENIOR CITIZENS CENTERS. Currently, the twelve (12) Senior Citizens Centers are as follows: Agana Heights, Agat, Astumbo, Dededo, Inarajan, Mangilao, Merizo, Santa Rita, Sinajana, Tamuning, Yigo, and Yona/Talofofo.

b. ADULT DAY CARE CENTERS. The three (3) designated Adult Day Care Centers are located as follows: (1) Adult Day Care Macheche located at 108 East Corenoso Street, Dededo, Guam 96929 and (2) Adult Day Care Dededo located at 220 Chalan Despaciu Street Wusstig Road, Dededo, Guam 96929 and (3) Adult Day Care South located at 193 As-Abman Drive, Inarajan, Guam 96915.

1.2 NUTRITION SERVICES. Elderly Nutrition Program services shall be provided to eligible individuals in approved DPH&SS, DSC designated congregate sites Monday through Friday. However, upon the Vendor being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services may include breakfast and/or dinner service and may be further expanded to provide weekend and/or holiday meal service. Elderly Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMS or SCO or service provider.

2.0 CLIENT REGISTRATION AND MAINTENANCE

2.1 REGISTERED CLIENT. For the purposes of the ENP, a client who receives a congregate meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Vendor shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.

2.2 INTAKE, PROFILE AND REFERRAL FORM. The Vendor shall use the Intake, Profile and Referral (IPR) Form to refer eligible individuals to other Title III Aging Services.

2.3 MULTI-DISCIPLINARY TEAM MEETING. The Vendor, at the request of other agencies providing services to their ENP C1 clients, shall attend such meetings to assist in the coordination of services. In addition, the Vendor may request CMS or SCO to activate a Multi-Disciplinary Team to address multifaceted service issues concerning authorized clients of ENP C1.

2.4 AWARENESS OF ELDER CONCERNS. The Vendor shall address problems and concerns of ENP C1 clients and submit them to the DPH&SS, DSC as

part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Vendor shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

3.1 Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairments in **Activities of Daily Living (ADL)** – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: *eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.*	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

3.3 Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2016-2019, Guam's State Plan on Aging, pages 16-17)

3.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the Vendor shall advise the Guam SOA who will provide additional guidance and direction to the Vendor as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

3.5 When the Vendor receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

4.0 ELEMENTS OF ENP OPERATIONS CONGREGATE MEALS

4.1 OFFICE HOURS. The Vendor shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.2 MEAL SERVICE HOURS. The Vendor shall deliver congregate meals no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the holiday identified on 4.0, 4.1 in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provisions for Guam. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funding becomes available. The Vendor must notify ADC and SCO service providers and the DPH&SS, DSC when meals are being delivered late, cause of the late delivery and is subject to approval by DPH&SS, DSC. No meals shall be delivered after 2:30 p.m. unless authorized by DPH&SS, DSC.

4.3 OPERATIONAL REQUIREMENTS. The Vendor shall provide the personnel, equipment and supplies to provide ENP nutrition services.

4.4 FOOD SAFETY AND SANITATION. The Vendor shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.

4.5 PREPARATION OF MEALS. The Vendor shall have the ability to prepare estimated range of seven hundred (700) to eight hundred (800) hot nutritious meals per service day in a central kitchen and to deliver them to designated congregate sites.

a. In purchasing food, preparing and delivering meals ~~in the performance~~ of this program, the Vendor shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Vendor to "Buy Local" for this nutrition program.

b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the designated congregate sites.

c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.

d. Meat, fish and poultry shall be tender and easy to chew. For the authorized clients who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the client or as indicated by the CMS or SCO programs and is considered special meals.

e. There shall be no serving of fried foods and Basa Fish.

4.6 MEAL PATTERN. The Vendor shall ensure meals comply with the provisions of Title III C1 Congregate Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and most recent Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall

furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Meals must conform to the following pattern:

a.	Meat/Poultry/Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking); or 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice; or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup; or 1 whole fruit.
g.	Condiments	Individually packed salt and black pepper packets.

4.7 MENU PREPARATION. The Vendor shall ensure menus are prepared for cycles of four (4) weeks and changed monthly. Menus shall be submitted by the Vendor to the DPH&SS, DSC, no more than thirty (30) working days prior to their implementation.

a. Menus shall only be provided for this emergency procurement period.

b. Menu Meal Variety. The Vendor shall ensure there is a variety of menu meal items on the Monthly Menu to be submitted to the DPH&SS, DSC. The Vendor shall ensure that no more than two of the same menu items shall be served within two consecutive weeks.

c. Meal Substitutions. There shall be no meal substitutions unless the Vendor provides documentation from the Vendor's supplier(s) stating on supplier's letterhead: Date of Order, Date Vendor's supplier notified Vendor of supplier's inability to provide the food item. Additionally, it is the responsibility of the Vendor to provide this written documentation of the Vendor's efforts to obtain food item(s) from other suppliers.

d. Menus and meals substitutions which includes Emergency Dry Goods as authorized shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.

4.8 MONTHLY MEAL MENU DISTRIBUTION. The Vendor shall distribute approved Monthly Meal Menus to the ADC Centers, SCO and CMS service providers. Any changes to the menu shall be communicated in writing by the Vendor to the ADC, CMS, SCO and the DPH&SS, DSC no later than the day prior to the change.

4.9 REQUESTS FOR SPECIAL MEALS. The Vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The ADC, CMS and SCO Program Managers shall coordinate with the Vendor for the

provision of special meals which shall be supported in the following manner:

a. A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.

b. A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 percent of the current daily RDA.

c. Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.

d. The ADC, CMS or SCO service provider shall provide the Vendor with copies of supporting documentation for each special menu request which the Vendor shall maintain in the client's file.

4.10 EMERGENCY MENUS. The Vendor's Emergency Management Plan shall be submitted to the DPH&SS, DSC for review and approval by DPH&SS, DSC within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC. The plan shall include the submission of proposed emergency menus for the provision of dry goods as approved by the LD or LN for a period of three (3) days. Further, the plan shall also include that the provision of meals, as practicable, or dry goods to clients be for a period of one (1) day to three (3) days during periods of officially declared emergencies or in preparation to local efforts in response to impending or actual disasters. Dry Goods shall be in pull-tab form to make it easy for clients to open. The Government reserves the option to notify the Vendor to serve meals earlier for Disaster Preparedness Planning efforts.

4.11 PACKAGING OF MEALS. ~~Congregate~~ Meals shall be delivered and served in pre-packaged form, which are compartmentalized sealed containers. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Vendor, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III C1, Older Americans Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 11:00 a.m. and later than 12:30 p.m., must be reported to the Vendor.

a. Hot food containers shall be firm, compartmentalized with each section sealed and deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to be stacked for storing and carrying.

b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit.

c. The Vendor shall ensure that breads, vegetables/salads, fruits, milk, and condiments are packed in compliance with health and sanitation laws.

d. The Vendor shall ensure cold foods are packed separately from hot foods.

e. The Vendor shall ensure that appropriate food containers and utensils for clients with disabilities are available to those clients recommended by ADC, CMS and SCO.

4.12 FOOD TEMPERATURE. The Vendor shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 40 degrees Fahrenheit, upon arrival at the designated congregate sites.

4.13 DELIVERY OF MEALS. The Vendor shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to designated congregate sites prior to leaving the central kitchen. The Vendor shall ensure meals be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on holidays observed by the Government of Guam, or unless otherwise approved by the DPH&SS, DSC, to the designated congregate settings.

a. MEAL ORDERS AND ADJUSTMENTS. The ADC and SCO service providers shall ensure meals are ordered with the ENP Vendor for the number of eligible clients. Meal orders shall be communicated to the ENP Vendor by the ADC or SCO service provider by 1:00 p.m. for the next service day. Reasonable adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between ADC or SCO service provider and the ENP Vendor no later than 9:30 a.m. on the scheduled day of meal service delivery.

b. There are currently fifteen (15) designated congregate sites which are as follows:

(1) Adult Day Care – Macheche
(2) Adult Day Care Center Dededo – Dementia specific day care
(3) Adult Day Care South
(4) Agana Heights Senior Citizens' Center
(5) Agat Senior Citizens' Center
(6) Astumbo Senior Citizens' Center
(7) Dededo Senior Citizens' Center
(8) Inarajan Senior Citizens' Center
(9) Mangilao Senior Citizens' Center
(10) Merizo Senior Citizens' Center
(11) Santa Rita Senior Citizens' Center
(12) Sinajana Senior Citizens' Center
(13) Tamuning Senior Citizens' Center
(14) Yigo Senior Citizens' Center
(15) Yona/Talofofo Senior Citizens' Center
(16) Other sites as designated by the DPH&SS, DSC

c. The Vendor shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.

4.14 SPECIAL ACTIVITIES AND FUNCTIONS. Special activities and functions requiring meal accommodations are to be requested in writing between the ADC or SCO service provider and the Vendor within ten (10) working days prior to the event. The Vendor shall indicate on the written request if the meal accommodations can be met or their recommended action, as follows:

a. RELOCATION OF MEALS DELIVERY. Requests for the delivery of meals to locations other than the designated congregate sites shall be coordinated between ADC or SCO service provider with the ENP Vendor. The ADC or SCO shall notify the ENP Vendor of the actual number of eligible clients attending the special activity or function and

those remaining at the congregate sites. The Vendor shall deliver meals to the congregate sites that remain open for clients not attending the special activity or function and to the congregate setting where the activity or function takes place.

b. MENU CHANGES. Requests for menu changes shall be submitted by ADC and/or SCO service provider in writing to the Vendor.

c. BULK SERVING. Requests for bulk servings having no menu changes shall be coordinated between the ADC and/or SCO service provider and the Vendor.

d. OTHER ACCOMMODATIONS. In cases where special activities and functions shall not require the delivery of meals because other arrangements have been made, the coordinating service provider, such as the ADC or SCO, shall inform the DPH&SS, DSC and Vendor in writing stating the nature of the arrangements for meals and that the meals are in compliance with the 33 and 1/3 Recommended Dietary Allowance (RDA).

e. Any agency, service provider or entity sponsoring a special activity, including Senior Citizens' Month activities, that have been approved by the DPH&SS, DSC, shall coordinate with the Vendor for meal service.

f. The Vendor shall submit the total meal count identifying special meal recipients, volunteers, family members, staff and other guests attending the activities. Guests and family members under age sixty (60) and otherwise not eligible for meal service, shall be the responsibility of the sponsoring agency, service provider or entity.

4.15 MEAL COMPLAINTS. The Vendor shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:

a. Meals not delivered within the designated delivery times.

b. Meals that exclude certain items or do not meet specified portions.

c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.

d. Any meal determined spoiled or contaminated shall be reported immediately to the DPH&SS, DSC and also reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.

4.16 INSPECTION REPORTS. The Vendor shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports. The inspection reports shall be provided to the DPH&SS, DSC within thirty (30) minutes upon receipt of the inspection report being issued to the Vendor. The Vendor shall call the DPH&SS, DSC to notify DSC of the forthcoming inspection report and the letter grade issued. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council no later than 10:00 a.m., the next working day following the inspection.

4.17 CLIENT FILES. All client files shall remain confidential. The Vendor shall maintain and update individual ENP client files which shall be retained for a period of this emergency procurement and shall include the ENP

client's initial referral from the CMS or SCO for services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; Current map to client's residence; Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable; and other documents as deemed necessary by the DPH&SS, DSC.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

4.18 STANDARD OPERATING PROCEDURES. The Vendor shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within five (5) calendar days upon award of this emergency procurement or as specified by the DPH&SS, DSC.

4.19 EMERGENCY MANAGEMENT PLAN. In an effort to protect the health, safety and welfare of clients, staff and volunteers, the Vendor shall visibly post emergency telephone numbers and the established emergency procedures, as applicable. The Vendor shall provide training to staff on procedures to be followed in the event of a:

a. fire/earthquake, to include a drill in which all staff members shall participate, with an evacuation plan visibly posted;

b. medical emergency, to include food poisoning situations;

c. physical threat, to include bodily harm situations;

d. severe weather or a natural disaster; and

e. power/water outages, etc.

4.20 The Vendor shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Vendor must have adequate storage and power back-up facilities, i.e. standby generator to ensure continuation to prepare meals for this food service program.

4.21 The Vendor shall conduct monthly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages.

5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING

5.1 The Vendor shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of the ENP, the Vendor shall provide DPH&SS, DSC with written Position Description for each position involved in the direct delivery of ENP Congregate Meals service.

5.2 The Vendor shall ensure the following requirements be met by all staff prior to employment and be current, not expired or outdated, while employed with the ENP. Tuberculosis (TB) Clearance to be renewed

annually; Original Police, Court, and Traffic Clearances updated every three (3) years; Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Annual Orientation to Title III programs and the Bureau of Adult Protective Services presented by the DPH&SS, DSC staff shall be met within the first month for new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.

5.3 The Vendor shall maintain and update individual staff files of each ENP employee in its central office. The staff files shall include; current Tuberculosis (TB) clearance to be renewed annually; original Police, Court and Traffic Clearances updated every three (3) years; original Police, Court and Traffic Clearances for new staff which shall be dated no earlier than ninety (90) days prior to employment; High School Diploma or General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job; Documentation of attendance at Annual Orientation to Title III programs and the Bureau of Adult Protective Services by DPH&SS, DSC staff; Documentation of continuing education, certifications, training and workshops; copy of prior and current Health Certificates while employed with the ENP; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278; Acknowledgement of Vendor's Drug and Smoke-Free Workplace Policy; Acknowledgement of Vendor's Equal Employment Opportunity Policy; Acknowledgement of Vendor's Standard Operating Procedures that includes Emergency Management Plan; Completed Employment Application; Position Description; and Reports of accidents and/or incidents involving ENP staff affecting the care of clients or operation of the program and actions taken towards resolution.

6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES

6.1 The Vendor shall submit an Organizational Chart illustrating the placement of the ENP with relationship to all other programs and businesses under Vendor's organization.

6.2 The Vendor shall submit a Staffing Pattern and Position Description of all positions for the ENP. The Position Description shall contain minimum qualifications, abilities and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description.

6.3 The Vendor shall not employ an individual for the ENP Congregate Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.

6.4 The Vendor shall ensure ENP staff, with the exception of the Executive or Program Director, Program Manager, and Licensed Dietitian (LD) or Licensed Nutritionist (LN), possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a

specialized field required for the job. The Vendor has the option to retain ENP staff, with exception to those positions listed above or as otherwise specified in this emergency procurement, who have been employed with the ENP for the past five (5) years without incident and who do not possess a High School Diploma or completion of a General Educational Development (GED) Test from a recognized institution, or successful completion of a certification program from a recognized accredited or certified vocational technical institution, in a specialized field required for the job.

6.5 The Vendor shall ensure all services and activities provided by the ENP are performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients.

6.6 The Vendor shall provide a resume of the Executive or Program Director with at least five (5) years of experience in food service management who will be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintaining current ServSafe Food Protection Manager Certification.

b. Planning and development in the delivery of program services.

c. Evaluation of program services and standards of operations.

d. Resource development and grant writing activities.

e. Fiscal management and budgeting.

f. Community and advisory group collaboration and relations.

g. Personnel management, training, and staff development.

h. Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program.

i. Shall not hold an executive position within the organization's board, as practicable.

6.7 The Vendor shall provide a resume of the Program Manager with at least three (3) years of experience in the food service industry; maintains a current ServSafe Food Protection Manager's Certification; and will ensure the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this emergency procurement. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name and copy of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

a. Maintaining current ServSafe Food Protection Manager Certification.

b. Ability in accessing and developing resources and services responsive to the needs of the target population to be served.

c. Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served.

d. Ability to train and supervise, and develop the capacity of program staff and volunteers.

e. Ability to evaluate staff and the program for effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid.

f. Ensure referrals are initiated with the appropriate Service Providers for clients requiring additional services.

g. Ability to maintain complete and accurate records and prepare reports in compliance with the ENP's reporting requirements or as required through direction from the DPH&SS, DSC.

6.8 The Vendor shall have access to services of a Guam Licensed Dietitian (LD) or Guam Licensed Nutritionist (LN), as needed, in order to comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. Within five (5) calendar days of official notification of the award of this emergency procurement or as specified by the DPH&SS, DSC, the Vendor shall submit the name and provide a copy of the license of the LD or LN (Ref. P. L. 25-192, Title 10 GCA, Chapter 12, Article 21, Part 2).

6.9 The Vendor shall ensure the ENP LD or LN is knowledgeable and capable of performing the following:

a. Provide technical assistance, as required by the Vendor, to areas relating to food service for the ENP including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques for the handling and preparing of food.

b. The LD or LN shall, on a monthly basis, select and review ten (10) packaged meals prior to delivery to ensure specifications and requirements of the ENP are met. The Vendor shall submit the report documenting the findings and recommendations to address deficiencies identified in the review conducted by the LD or LN. The report shall include aerial colored photos of the 10 packaged meals inspected and be labeled to indicate the type of meal selected, reviewed and inspected.

At a minimum, the 10 packaged meals for selection and review should include each one (1) of the following: Regular Meal, Mechanical (Chopped), Pureed (Blenderized), Health (Vegetarian), and Health (Non-Vegetarian). The Vendor shall submit the report containing the signature and date of the LD or LN to the DPH&SS, DSC within five (5) working days after each review.

c. Shall attend and be present to hear and address all meal concerns and/or complaints brought forth at the Elderly Nutrition Program Council meetings and offer nutritional advice and guidance.

6.10 The Vendor shall ensure that at least one (1) staff who possesses a current ServSafe Food Protection Manager's Certification is on duty throughout the operations of the ENP. Within five (5) calendar days of official notification of award of this emergency procurement or as specified by the DPH&SS, DSC, Vendor must submit the name(s) and copy(ies) of ServSafe Food Protection Manager's Certification or evidence of scheduled training from the Guam Community College (GCC).

6.11 The Vendor shall ensure all ENP delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.

6.12 The Vendor shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following:

a. Upon arrival at the congregate site, the ENP delivery staff and the ADC or SCO service provider staff shall verify the number of meals delivered and both shall sign the meal delivery form.

b. The ENP delivery staff shall report immediately to the ENP Program Manager once he/she encounters a missing item, spoiled, or incomplete portion of the meals delivered, for immediate replacement, if possible. The ENP Program Manager shall report the matter to the DPH&SS, DSC program staff on the same day.

c. The ENP delivery staff shall ensure all meal deliveries are in order before leaving the congregate site and shall receive the order for the next service day for submission to the Vendor from the ADC and SCO service provider staff.

d. Upon returning to the office, the ENP delivery staff shall report to the ENP Program Manager significant abuse of the Elderly Nutrition Program who in turn will notify the DPH&SS, DSC.

7.0 ADMINISTRATIVE REQUIREMENTS

7.1 REQUESTS FOR INFORMATION. Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the DPH&SS, DSC.

7.2 IMPROPER ACTIVITIES OF ENP STAFF. The Vendor shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Vendor shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.

7.3 COMPLAINTS, PROBLEMS, AND CONCERNS. The Vendor shall attempt to remedy non-urgent complaints, problems and concerns of clients with other service providers, vendors or health and human service agencies prior to reporting the matter to the DPH&SS, DSC. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be reported in writing to the DPH&SS, DSC for assistance and guidance. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the Vendor with local or Federal agencies by clients or staff. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the Vendor, shall be acted upon within five (5) working days upon receipt of notification or as specified by the DPH&SS, DSC.

7.4 ACCIDENTS AND INCIDENTS. The Vendor shall ensure all accidents and incidents involving injury to individuals and/or damage to property are verbally reported to the DPH&SS, DSC as soon as possible with written report submitted the following working day if it is not practicable to submit the report of the accident and/or incident the same day it occurred. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident and/or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Vendor. Acts

of vandalism to any vehicle or facility used in the ENP shall be reported to the DPH&SS, DSC in the same manner.

7.5 STAFF IDENTIFICATION. The Vendor shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.

7.6 PROPER HYGIENE AND DRESS CODE. The Vendor shall ensure all staff practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene. The staff shall wear clothing that is professional in appearance. Staff providing direct services to clients shall wear closed-toed shoes for safety. The staff who perform custodial or maintenance work are allowed to wear denim pants. All other staffs are to dress professionally.

7.7 MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Vendor's Agreement with the DPH&SS, DSC and be provided copies of the Agreement and approved purchase order. The absence of the ENP Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.

7.8 PROGRAM REPORTING REQUIREMENTS. Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of the month shall include:

a. Monthly Program Report (Transmittal) Form

b. Invoice Form

c. Monthly Meal Record and Meal Breakdown Form

d. Accounts Receivable Activity Report Form

e. Program Income Report Form

f. Program Income Expenditure Report Form

g. Monthly Statistical Report Form

h. Monthly Program Summary Form

i. Release of Claims Statement Form- shall be submitted at the end of the emergency procurement period.

j. Intake Profile and Referral Form

k. Intake, Profile and Referral Record Change and Service Update Form

l. Determine Your Nutritional Health Form

7.9 MONTHLY PROGRAM REPORT. The DPH&SS, DSC shall provide the Vendor with the Program Reporting Forms. The Vendor shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

8.0 PROGRAM MONIES

8.1 SERVICE CONTRIBUTIONS. The Vendor shall comply with the provisions of the Older Americans Act of 1965, as amended, and provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Vendor shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.2 PROGRAM INCOME. The Vendor shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Vendor shall establish as part of their Standard Operating Procedures written procedures that safeguard and account for all contributions, donations and fundraising activities in support of the program. All income received and spent shall be reported in the Program Income and Program Income Expenditure Reports submitted monthly to the DPH&SS, DSC.

8.3 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME. Service Contributions and Program Income Funds shall be expended within the current purchase order. Funds not expended within the purchase order period may be used to reduce the Vendor's monthly invoiced amount. In the event the ENP purchase order is terminated or expires, all unexpended Funds is immediately due within five (5) working days, payable to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Vendor's invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new vendor, as directed by DPH&SS, DSC.

9.0 INSURANCE COVERAGE

9.1 The Vendor shall maintain and furnish the DPH&SS, DSC evidence of insurance coverage to protect the integrity of the program. A copy of all claims filed by the Vendor shall be provided within no more than two (2) working days to the DPH&SS, DSC.

10.0 PROGRAM PENALTIES

10.1 MEAL DELIVERY AND SPECIFICATION COMPLIANCE. Meals shall be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC, to the designated congregate sites. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals ordered at the impacted congregate site(s) for early or late delivery of the meals based on the following schedule:

a. 10 to 15 minutes early or late – 20%

b. 16 to 20 minutes early or late – 25%

c. 21 to 30 minutes early or late – 40%

d. 31 minutes early – 100%

e. 31 minutes late – $25.00 penalty per meal

10.2 MEAL EXCLUSION, SPOILAGE, INEDIBLE. The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted congregate site(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:

a. 30% for meat, seafood, poultry, soup (or other main entrée)

b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk

c. 5% for salad dressing, condiments, margarine/butter

10.3 ADMINISTRATIVE. The DPH&SS, DSC shall assess a penalty based on the following:

a. Initial submission of the Monthly Program Reports determined not to have been submitted; determined to be missing shall be assessed a $50.00 penalty per report.

b. Monthly Program Reports requiring further corrections shall be assessed a penalty of half of one percent (.005) for being incomplete or inaccurate and shall be calculated after any disallowed costs to the monthly invoice amount is applied.

c. Preparation of Meals. Serving of fried foods or basa fish shall be assessed $500.00 per occurrence.

d. Menu Preparation. The DPH&SS, DSC shall assess a penalty based on the following:

(1) Menu Meal Variety determined to not be in compliance shall be assess $500.00 per occurrence.

(2) Meal Substitutions determined to not be in compliance shall be assessed $500.00 per occurrence.

(3) Menus and Meal Substitutions. Menus and meals substitutions shall be approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on all menus. Menus and Meal Substitutions not approved by the Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a $100.00 penalty per occurrence.

e. Monthly Review of Ten (10) Packaged Meals Report determined not to have been submitted and/or incomplete shall be assessed a $250.00 penalty per report period.

f. Elderly Nutrition Program Council Meetings. Absence of the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) shall be assessed a $500.00 penalty for each personnel not in attendance. An additional $100.00 penalty shall also be applied if the Vendor's Executive or Program Director or Program Manager; and Licensed Dietitian (LD) or Licensed Nutritionist (LN) is not present to hear and address meal concerns and/or complaints being discussed.

g. All areas identified to be in non-compliance in the performance of this emergency procurement shall be assessed a penalty of $100.00 per occurrence. The penalty shall increase by $100.00 for each

additional occurrence. This penalty shall be applicable to all areas of this emergency procurement where a penalty for performance is not specifically stated. In such circumstances, this penalty provision shall apply.

10.4 PERSONNEL AND CLIENT FILES AND RECORDS. Personnel and client files and records shall be kept current and filed accordingly. The Vendor shall have three (3) working days to correct personnel and client files and records identified to be incomplete, inaccurate, missing, outdated or expired. After the third work day has passed and the Vendor has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Vendor will be assessed a flat penalty of $100.00 for each personnel and client files and records identified to be deficient.

The Vendor shall ensure individual client files are maintained and updated regularly with client documents filed within three (3) work days. Each Client File has a typed label identifying each client's file by their name in the following format: last name, first name and middle name, i.e. DOE, John Guam. Client files shall be maintained under lock and key by the Vendor.

11.0 COMPENSATION FOR SERVICES

11.1 The Elderly Nutrition Program Congregate Meals nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 18AAGUT3CM, 1901GUOACM-00, and 1901GUOACM-01 Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III C1 and local Government of Guam funds being allotted, allocated and certified.

11.2 UNAUTHORIZED SERVICES. Any unauthorized services rendered by the Vendor shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Vendor.

11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.

11.4 Payment shall be based upon costs submitted less penalties and/or disallowed costs. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

11.5 The Vendor will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Vendor, ten percent (10%) of the invoice amount after applying any penalties and/or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Vendor shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

12.0 SPECIAL TERMS AND CONDITIONS

12.1 PROGRAM DATABASE. The Vendor shall be required to comply with the efforts of putting forth a unified automated information system that supports and promotes a coordinated and comprehensive system of care. This effort is spearheaded by the DPH&SS, DSC. All Title III service

providers and vendors shall be collaborators and partners of this effort. The Vendor shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this effort which will assist the Vendor in complying with the reporting requirements of the ENP. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DPH&SS, DSC and/or the software company contracted to maintain the system at no cost to the Vendor, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database. **Failure to comply with this section shall result in non-payment to the Vendor.**

12.2 PROGRAM DATABASE INFORMATION SYSTEM. The software Program Database Information System is currently managed by the Government. The Vendor shall be granted access upon being awarded this program and will enter data.

12.3 GRANTOR RECOGNITION. The Vendor shall ensure recognition of the role of the grantor agency in providing services through this emergency procurement. When a press release is issued or interview is given for any activity funded in whole or in part through this emergency procurement, reference shall be given as to the funding source and funding agency. The Vendor shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to this emergency procurement. For example, *"This project is made possible through funds under Title III- Congregate Meals, Older Americans Act of 1965, as amended in 2016, administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Vendor about the ENP shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

12.4 ELDERLY NUTRITION PROGRAM COUNCIL. The Vendor's Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the month, recommend menu changes and respond to questions, concerns and complaints of the ENP clients. Recommendations made by the Vendor or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. The LD or LN employed by the Vendor shall attend the Elderly Nutrition Program Council meeting.

12.5 STANDARDS OF CONDUCT. The Vendor shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.

12.6 ACTIVITIES OF PERSONNEL. The Vendor shall ensure the Vendor or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)]. Further, the Vendor shall ensure the Vendor or its employees do not intentionally identify the Title III Aging program or the Vendor with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

12.7 REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL. The DPH&SS, DSC, retains the absolute right and authority to demand removal and termination or suspension from the ENP for reasonable cause; any personnel furnished by the Vendor when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Vendor's personnel policy and procedures used in the management of their personnel shall include this provision.

12.8 TERMINATION FOR NON-COMPLIANCE WITH REGULATORY REQUIREMENTS. In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services is issued a "C" rating from the Division of Environmental Health, DPH&SS or is issued a "Stop Order" by the Guam Fire Department, the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.

12.9 DUPLICATION OF SERVICES. The Vendor shall ensure that all ENP nutrition services are provided in an efficient and effective manner and where possible coordinated with other appropriate community service providers.

12.10 REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY. The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty-eight (48) hours to the Bureau of Adult Protective Services, DSC or its contracted Service Provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

12.11 REPORT OF ABUSE OR NEGLECT OF CHILDREN. The Vendor shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within forty-eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 10 GCA, Chapter 88).

12.12 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Vendor shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

12.13 SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Vendor shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Title 5 GCA, Chapter 32, Article 7).

12.14 ALCOHOL-FREE EVENTS. The Vendor shall ensure events funded or sanctioned through the ENP are "Alcohol Free" events.

12.15 CLIENT CONFIDENTIALITY. The Vendor shall ensure information obtained directly or indirectly from clients be kept confidential and cannot be released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for

Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

12.16 PROGRAM TRANSITION. All steps shall be taken by the Vendor to ensure a smooth and professional transition of the ENP to prevent any interruption of services to the clients and to preserve the integrity of the ENP.

a. The Vendor, who has not been awarded a new purchase order under the ENP, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income balances and all other operational, administrative, and service documents and/or items to the new vendor.

b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new vendor.

12.17 FINANCIAL MANAGEMENT SYSTEM. The Vendor shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Vendor shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles (Ref. Title 5 GCA, Chapter 5, Article 3, Part E, §5236).

12.18 FILES AND RECORDS MAINTENANCE. All files and records pertaining to the ENP, both programmatic and financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are, at a minimum, subject to audit, monitoring, and evaluation.

12.19 MONITORING. Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the VENDOR. Monitoring may include, but is not limited to, on-site observations of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

12.20 EVIDENCE OF PAYMENT. The Vendor shall ensure a copy of receipt of payment for services is provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

----------**NOTHING FOLLOWS**----------