

Bid Specifications

The bid request is to prepare and deliver to specified locations hot, shelf stable, and/or frozen meals meeting the specifications of this proposal.

Contract Period

The food service contract will begin July 1, 2026 through June 30, 2029, with the option of being renewed on an annual basis. The contracted meal price will be reviewed and negotiated by the Contractor, the Northwest Human Resource Agency (Nwthra), on the anniversary of the contract.

The Contractor will provide in writing on each anniversary the agreed meal price that will become a part of the contract. The specifications in this Request for Proposal must be a part of the contract.

The decision to continue the contract will be based upon the current year's compliance by the contractor with specifications, quality of service and the proposed meal price. The Contractor will be notified 90 days by Nwthra its intent to extend or let the contract expire on the normal date. The contracted meal price shall be maintained from July 1, 2026 through June 30, 2029.

Operational Requirements

The Contractor that is awarded the contract must meet the broad spectrum of regulations and statues appropriate to the conduct of Nwthra applicable to the United States Department of Health and Human Services as administered by the Administration on Aging, Tennessee Commission on Aging and Disabilities, and the Area Agency on Aging and Disabilities.

The Contractor shall further have the demonstrated capability by past experience to implement the nutritional and logistical aspects applicable to the performance of the contract. Such evidence shall include a list of clients and/or previous purchasers of food service from the Contractor who consent to respond to inquiries. The Contractor agrees to administer the service in accordance with the provisions of Title III, Part C. of the Older Americans Act of 1965, and its implementing rules and regulations.

Terms

The terms of the contract shall commence on July 1, 2026, and shall continue until June 30, 2029.

The contract shall remain in effect until;

- 1) termination by the contractor giving the agency a 90-day written notice of intention to terminate as of the date specified, or by;
- 2) Nwthra will give the Contractor a 90-day prior written notice of intention to terminate as of the date specified. If the selected Contractor fails to accept and sign the mutually negotiated contract, that Contractor shall be disqualified and Nwthra shall negotiate with the next ranked proposal until a contract is successfully negotiated, or Nwthra elects to cancel the procurement.

Categorical Requirements

The following must be included with the proposal:

1. A statement of the Contractor's philosophy regarding serving older clients and adults with disabilities.
2. Assurance that the vendor will comply with all applicable laws, rules, regulations relating to equal employment opportunity, affirmative action and which prohibits discriminates on the basis of race, creed, color, sex, age, national origin or disability.
3. Description of the Contractor's plan to recruit and employ older persons, individuals aged 60 years and above, in all phases of project operations.
4. Evidence of financial stability and sufficient cash resources to operate the service.
5. Concept and method of service proposed.
6. Reference for past or present food service contracts.
7. Location of Contractors current food preparation sites and a copy of the most current sanitation report from the local health department.
8. Description of the Contractor's delivery and food transporting equipment as to the year, make and model and the kind of communication system used in the delivery vehicles.
9. Copies of sample menus: Frozen, pre-plated, bulk, regular, boxed lunches, and shelf stable meals.
10. Itemized description of disposable serving ware and eating utensils, serving equipment and utensils, cups, napkins, accessories and condiments.
11. A list of personnel including job description and qualifications, to be assigned to the contract.
12. A diagram of the food preparation site (s) including equipment and appliances.
13. An environmentally sound delivery system, including recycling and waste disposal.

Cost Per Meal Criteria

Proposal will be for a flat rate for meals. There shall be no sliding scale for meal cost.

Proposals shall be submitted on the basis of a; 1) flat rate, 2) delivery and, 3) complete price for the various types of meals; frozen, pre-plated, boxed lunches, and shelf stable.

There will be no special meal costs for meals delivered for holidays and special events.

Proposed flat rate cost per meal for renewal options will be prepared and submitted by the Contractor to Nwthra for review 90 days prior to the agency's new fiscal year, beginning July 1 of each calendar year.

Final changes in the cost per meal will be based upon cost escalations as reflected in the most current, available U.S. Consumer Price Index.

The Contractor agrees to upgrade a minimum of one meal, per client, per week of either an entree' or dessert, which will be included in the overall flat rate.

Insurance

The Contractor shall maintain Worker's Compensation and Employers Liability covering Contractor's employees with limits of \$1,000,000 per accident, \$100,000 per disease, and disease aggregate of \$500,000.

The Contractor shall maintain Comprehensive General Liability with limits of \$2,000,000 General Aggregate.

The Contractor shall maintain Comprehensive Automobile Insurance covering Contractor's vehicles with limits of \$1,000,000 Combined Single Limit.

Contractor shall ensure certificates of insurance remain current and delivered to Nwthra at the beginning of the contract term and each anniversary.

The Contractor shall list Nwthra as a certificate holder for all above noted insurance coverage and cause certificates of insurance to remain current and delivered to Nwthra.

Performance Bond

The Contractor must deliver a performance bond equal to 15% of the annual cost of service. This amount represents the maximum liability of the Contractor under this contract. The Contractor will submit proof of bond purchase to Nwthra at the beginning of the contract term.

Management and Support Personnel

The Contractor will maintain a full-time Regional Director, Preparation Site Manager, cook, and staff to perform the necessary meal production, meal delivery, and meal documentation.

The Contractor will provide a licensed dietitian who will be free to devote the necessary time to the execution and maintenance of the contract, including consultation, nutrition education, training, and menu planning conferences with Nwthra as requested.

The Contractor's staff must have working knowledge of the overall nutrition program for the elderly, and Title III-C of the Older Americans Act and the Nutrition Services Incentive Program (NSIP).

The Preparation Site Manager, dietitian, or appropriate staff will meet the approval of Nwthra and shall be available to participate upon invitation in nutrition program activities that are held throughout the Northwest Tennessee district. The Contractor will assume all cost of travel and related expenses.

The Contractor shall establish and maintain an in-house monitoring team to include one individual at each production site who will be responsible for monitoring both the preparation and nutrition sites. Personnel assigned this task will work with Nwthra staff regarding food service problems; coordinating with the dietician for identified training needs and will be visible at nutrition sites to strengthen the relationship between the Contractor and older Americans. Staff assigned this responsibility shall report directly to Nwthra Nutrition Program's central office.

Personnel commitments identified in the Contractor's proposal shall be considered mandatory to the work to be performed under the Proposal. Staffing must include individuals as proposed. No changes

of personnel will be made by the Contractor without knowledge to Nwthra, apart from death or the deletion of personnel who have permanently terminated employment or who become unavailable because of extended illness. Replacement of any personnel shall be with personnel of equal ability, experience and qualifications.

Other Requirements

The Contractor will be required to:

1. Assure that food-handling (preparation, storage, and transporting) methods comply with the State of Tennessee Department of Health regulations governing food service sanitation.
2. Keep full and accurate sales and procurement records related to sales covered by the contract. All such records shall be kept on file for a minimum of three years after the end of the federal fiscal year to which they pertain or any other period which Nwthra may designate. The Contractor shall agree that authorized auditors and officials, upon request, shall allow such records for audit and review at a reasonable time and place, and that authorized officials shall have the right to conduct on-site reviews of the food service, transportation, and handling operations.
3. Supply and maintain approved:
 - a. Automotive vehicles
 - b. Insulated containers adequate to maintain appropriate temperatures for hot and frozen meals.
 - c. Appropriate equipment, serving utensils, cutlery, flatware, cups, straws and accessories.
4. The Contractor must submit an annual self-assessment report to the Nwthra Nutrition program. This report must contain a review of the following; client satisfaction, vehicles, equipment, shortages, temperature, quality and deficiencies from previous reports and any other information required by Nwthra.
5. The Contractor must have written approval from Nwthra before subcontracting a portion of the contract to another food service company.
6. Pay all fees, license, taxes, and other expenses required to operate under this contract.
7. The Contractor will invoice the Northwest nutrition program monthly, stating the dollar amount and number of meals served for each week of the month.
8. The Contractor will maintain the flexibility to change the number of meals provided to each nutrition site when notification is provided by 4:00 pm on the day prior to delivering the meal. Changes to the meal count will be made by phone, fax, or e-mail. When the Contractor staff is unavailable at the commissary, an answering machine, fax, and/or e-mail must be provided. Contractor must acknowledge changes prior to meal preparation each morning.
9. Maintain the capability of delivering meals to at least 17 locations and/or sites.
10. The Contractor will provide plans and specifications that indicate the proposed layout arrangements of work at the food preparation facility.
11. The Contractor must establish and maintain at least one preparation site within Northwest Tennessee district.

Food Service

The Contractor must provide approximately 1,300 meals a day annually, which includes 240 serving days, to the nutrition sites in the Northwest District.

The food will be delivered to the Nutrition Sites within 9 counties of Northwest Tennessee in ready to serve, hot, pre-plated, frozen, and/or shelf stable to approximately 14 sites or locations.

Nutrition site locations and any meal changes will be the responsibility of Nwthra central office who will advise the Contractor's preparation manager of any changes.

Pre-plated meals shall be prepared no earlier than six hours prior to delivery time. Food shall be delivered to all nutrition sites no earlier than four hours prior to delivery time in an enclosed vehicle. Food delivered earlier than four hours prior to delivery time and low temperatures will not be accepted. The Contractor must have proper equipment to maintain hot temperatures of 140 degrees Fahrenheit and cold food at 40 degrees Fahrenheit.

Alternate Vendor Procedures

The Contractor must notify the specific meal site manager or the Northwest central office of any late meal arrival (later than 10:30am). If the Contractor fails to notify the district office of late arrival the site manager will secure meals from an alternate vendor.

In the event the vendor fails to deliver a meal or portion of a meal, in accordance with the specifications listed in this proposal, the Contractor agrees to reimburse or give credit to the nutrition program the full cost and any other expenses incurred by the nutrition program. Shortages of individual menu items will be reimbursed or credited to the nutrition program based on the actual cash value of that item

The Contractor may be required to provide the same meals and services to additional nutrition sites in other counties as the program is expanded. The nutrition programs will give advance notice in writing to the Contractor when a new site is proposed to be opened. Furthermore, the Contractor may be required to relocate existing meal service from one site or county to another as directed by the nutrition program staff.

The director and/or representative of the Nwthra Nutrition program shall meet at least quarterly with the Contractor's manager and dietitian to review the quality of service being provided, plan, revise and/or select new menu items.

Emergency Procedures

In the case of an extreme emergency where it would be impossible to deliver meals to the site and/or locations, the Contractor shall notify the nutrition program as soon as possible; no later than 9:00 am.

The Contractor shall be prepared for emergencies, including inclement weather, natural disaster, pandemics, or any other unforeseen situation that would prevent delivery. The Contractor will have plans available for observation by the nutrition staff.

The Contractor will not be reimbursed for meals that are not delivered to the nutrition sites or locations due to loss as a result of weather conditions, natural conditions, natural disaster or other acts beyond its control. The nutrition program shall not be billed for such meals.

Food Containment and Quality

The Nutrition Program or its agent reserves the right to make on-site inspections of the preparation sites and food-carry equipment prior to awarding the contract and any time thereafter.

Food must be prepared, and transported with the least possible manual contact with suitable equipment and utensils, and on surfaces that, prior to use, have been cleaned, rinsed, and sanitized to prevent cross-contamination.

Food must be protected from potential contamination (including dust, insects, rodents, unclean equipment and utensils) and unnecessary handling.

All hot, pre-plated meals must be packaged so as to hold hot temperatures 140 degrees F and cold temperatures 40 degrees.

Oliver Trays or the equivalent must be used. Food shall be packaged so that there is a very minimum spillage in the carriers.

All home delivered pre-packaged meals must be labeled with cooking Instructions. For example: "Place in preheated oven at 325 degrees for 30 minutes or in microwave for approximately 3 minutes."

The Contractor will take any necessary measures including but not limited to wrapping pans with plastic film and/or aluminum foil to prevent spillage. Plastic film will be used under foil for any products containing tomatoes, or other acidity foods. Sealed plastic wrapped will be used for individual serving of bread, cookies, etc.

Pre-packaged meals will have the bread and desserts packed in a separate plastic bag, preventing the bread from being mashed.

All foods will be delivered in clean equipment designed to hold and maintain hot or cold temperatures. Equipment repairs must be made as needed.

Temperatures checks must be taken with a food thermometer and recorded at the time all food leaves the preparation area.

Food temperatures shall be recorded by the name of each specific food item; exceptions are bread products, crackers, cake and fresh fruit.

Temperature reports must be kept on file for three years plus the current year.

When food is found at improper temperatures, a plan for immediate correction shall be in a narrative form.

Metal stem type, numerically scaled indicating thermometers, accurate to ± 2 degrees F, shall be provided to each nutrition site.

The Contractor will ensure a sample test meal of all food items prepared, which should be saved, dated, labeled and frozen at each food preparation site and retained for seventy-two (72) hours for checking purposes should food borne illness occur.

Menu Development and Meal Requirements

The Contractor’s Staff to include the Registered Dietitian will meet a minimum of four weeks in advance with the Nutrition Program Staff to plan quarterly menus.

The Registered Dietitian (RD) or individual of comparable expertise (ICE) will approve the menus as meeting the standards to include the Dietary Reference Intakes. Certifications of the menus must show the date reviewed, the dietitian’s name and registration number or indication of education to meet comparable expertise.

Menus must be:

- 1) Analyzed for nutritional adequacy to standards via computer assisted nutrient analysis software;
- 2) Submitted to Tennessee Commission on Aging and Disabilities (TCAD) for review as follows:
 - (a) First quarter (July, August, Sept.) by June 1st.
 - (b) Second Quarter (October, November, December) by September 1st
 - (c) Third Quarter (January, February, March) by December 1st.
 - (d) Fourth Quarter (April, May June) by March 1st.

Table 1

Nutritional Analysis Requirements

Nutrient	Amount Required	Notes
Calories	655 Calories per meal, averaged over one week	No one meal shall be less than 600 calories
Protein	17g per meal	
Fat	30% calories, averaged over one week	No 1 meal less than 35% fat
Fiber	8 g averaged over one week	
Calcium	400 mg per meal	
Zinc	3.7 mg per meal	
Vitamin A	300 mcg (RE), averaged over one week	
Vitamin B6	.6 mcg per meal	
Vitamin B12	8 mg per meal	
Vitamin C	30 mg per meal	

Sodium	1000 mg, averaged over one week	No more than 1200 mg per meal
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Meal Patterns

The meal pattern must be used as a planning tool to ensure food plate coverage and the appropriate types and amounts of food served. The computerized nutrient analysis will help ensure nutritional adequacies in meal planning.

The meal pattern (Table 2) listed below is based on the newer DRI's for energy. It provides approximately 655 calories per meal. The updated meal pattern includes one additional serving of bread alternate and another serving of vegetables or fruits compared to the old meal pattern.

Serving sizes are based on the "My Pyramid Food Guide System" The updated meal does not assure that meals meet 1/3 the DRIs and the current Dietary Guidelines. Meals are likely to require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure that key nutrient sources are met. Nutrition education may be utilized in the selection of foods that are good sources of required nutrients.

**Table 2
Meal Pattern**

<u>Food Group</u>	<u>Serving per meal *1 and *2</u>	<u>Current Dietary Guidelines Serving per day for 2000 cal per day *3</u>
<u>Bread or bread alternate, starches, grains</u>	<u>2 servings of bread</u>	6 one-ounce equivalent servings
<u>Alternatate, Starches, Grains</u>	<u>1, 1oz sl of braid daily or ½ cup rice, pasta on half of grain servings noodles</u>	
<u>Vegetable</u>	<u>2-3 servings: ½ cup of equivalent measure (may serve add'l veg instead of 2 fruits)</u>	<u>5 servings daily. Includes dark green leafy, or orange vegetable, cooked dry peas, & beans</u>
<u>Fruit</u>	<u>1-2 servings: ½ cup or equivalent measure (may add add'l fruit instead of vegetables)</u>	<u>Servings daily. Includes deep- colored such as oranges</u>
<u>Milk or Milk Alternate</u>	<u>1 serving: 1 cup or measure</u>	<u>3 serving daily, select low fat products</u>

<u>Meal or Meat Fats</u>	<u>1 serving: 3 oz or measure</u>	<u>2 servings daily, total of 5.5 oz.</u> <u>Select foods lower in fat, saturated fat, and cholesterol.</u>
<u>Dessert</u>	<u>Follow guidelines</u>	<u>Follow guidelines</u>
<u>Sodium</u>	<u>800 mg</u>	<u>Select and prepare foods with less salt/ sodium</u>

*1. The number of servings per meal estimates 1/3 of the DRI's.
 *2. Caloric value (2000 kcal/per day) based upon a 51 year-old male, "low active" physical activity level.
 *3. The caloric requirements for women 51+ years are 1,600 kcal/day.
 (Source: *Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity from the Dietary Guidelines for Americans, 2005.*)

Requirements for One Meal Daily

- 3 ounces edible cooked meat, fish fowl, eggs or meat alternate
- 3 servings' vegetables and fruits
- 2 serving's starches/grain
- 1 cup low fat milk or equivalent
- Optional: fat, dessert, coffee or tea

When the Contractor is asked to serve two meals per day to the same person the following will be required:

- Must furnish a total of two-thirds of the RDA – (Refer to Meal Components and Serving Sizes for additional information).

When the Contractor is asked to serve three meals per day to the same person the following will be required:

- Must provide 100% of the RDA (Refer to Meal Components and Serving Sizes for additional information).

Meal Planning

1. Food items within the meat and meat alternates, vegetable and fruit groups shall be varied within the week and menu cycle.
2. Food items shall not be repeated two days in a row or on the same days of consecutive weeks.

3. A variety of food and preparation methods, including color, combinations, texture, size, shape, taste, and appearance shall be included in meal planning.
4. Special needs of older persons and adults with disabilities shall be considered in all menu planning, food selection, and meal preparation.
5. Menu substitutions must be approved by the registered dietitian or an ICE in planning for nutritional services, who is a staff member of, or regular consultant to, the nutrition program.

Food Procurement

Foods purchased for use in the nutrition program shall be of good quality and shall be obtained from sources which conform to federal, state, and local regulatory standards.

- All foods must be safe for human consumption, clean, wholesome, and free of spoilage, alterations, filth, or contamination and be honestly presented.
- Menu items should be purchased by product specifications as determined by the Registered Dietitian or an ICE in consultation with the nutrition provider to ensure menu standards are met.

Food Production

All foods prepared for serving shall be in accordance with a dietitian or ICE approved menu, which should be posted at food preparation areas.

1. Quality-assured recipes adjusted to yield the needed number of servings must be used to achieve desired consistency.
2. Foods must be prepared and served using methods which preserve optimum flavor, appearance and nutritive value.
3. Production of food must be under circumstances that ensure sanitary practices in food handling, preparation, service and personal hygiene.
4. Emergency Occurrences: In the event of fire, flood, power shortage, or similar events that might result in contamination of food or that might prevent potentially hazardous food from being held at required temperatures, the person in charge shall immediately contact the appropriate authority, upon receiving notice of this occurrence.

Sanitation and Safety

1. Compliance with federal, state and local health, sanitation, safety and building codes, regulations, and licensure requirements, with the Tennessee Department of Health Rules and Regulations Pertaining to Food Service Establishments, and with other provisions relating to the public health, safety, and welfare applicable to each food preparation site and food service subcontractor/caterer used in the nutrition program is required in all stages of food service operation.
2. Subcontractors must maintain a copy of all current Food Service Establishment Inspection Reports completed by state and local health department staff for each food preparation site and food service subcontractor/caterer used in the nutrition program. Corrective actions recommended by state or local officials must be resolved in a timely manner.

3. Food must be prepared, served, and transported with the least possible manual contact with suitable equipment and utensils, and on surfaces that, prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. The contractor must have written posted effective procedures for cleaning and sanitizing dishes, cleaning equipment, serving equipment (pans, bowls, etc.) as well as work areas which are followed and monitored for consistency.
4. Food must be protected from potential contamination (including dust, insects, rodents, unclean equipment and utensils) and unnecessary handling.
5. Holding times, with appropriate temperature control, between food preparation and the consumption of the meal must be minimal to reduce opportunities for bacterial growth, to maintain nutritional quality, food acceptability and food safety.

Donated Foods

Included in the contract will be a provision whereby any federally donated food received by the Northwest Nutrition Program and made available to the contractor shall be used only for the clients of the district's food service contract.

The Contractor shall be responsible for transporting the donated foods from the point of delivery to the storage area and to the food production facilities at no extra cost to the nutrition programs.

The value of the donated foods will be subtracted from the cost of the meal. The value will be determined by agreement between the NWTHRA Nutrition Program and the Contractor. At no time will the value be less than what is determined by U.S.D.A.

The Contractor shall develop recipes for use with the donated foods.

The Contractor shall give any representative of the U.S.D.A., TCOAD, AAAD and the Nutrition Program ready access to the food storage area and to the inventory control records of the donated foods.

A physical inventory of donated foods shall be submitted by the tenth of each month to the Nutrition Program. The inventory shall indicate the quantity, unit cost, and dollar value of each item.

Holiday Meals

Upon discretion of the Nutrition Programs a holiday meal, either frozen, cold pack or stable meal will be provided for meal participants on the following holidays when nutrition sites are closed.

Note: Depending on the State's closings New Year's and Christmas may have an extra day.

The Nutrition Programs will provide, the vendor the number of Holiday Meals needed for each site, each day at least two weeks prior to the holiday. Holiday meals will be delivered prior to the holiday.

Cold Packed Picnic Lunches

Upon the discretion of the NWTHERA Nutrition Program, cold packs will be provided for permanent home delivered meal participants, and for the congregate participants who are going on field trips. The cold pack picnic lunches will be delivered to all participants the day before the field trip. Cold packs and picnic lunches will meet the one-third DRI.

Food Service Training

The Contractor will provide semi-annual training to all nutrition sites personal and additional training as needed, upon request of the Nutrition Program staff.

Disposable Service Supplies

At least one week's disposable service supplies must always be on hand at the nutrition site. Disposable service supplies shall be replaced to maintain a supply at each site.

The Contractor will be responsible for providing the following disposable service supplies:

1. Straws – six inch individually wrapped (jumbo size).
2. Napkins – 13 inches X 17 inches.
3. Flatware- each individually wrapped packaged to contain non-brittle medium weight plastic spork or spike and serrated knife with handles at least 3 ½ inches long (Cutlery Kit, medium weight with salt and pepper or the equivalent spork/knife).
4. Congregate Serving trays – 10" X 8 1/4" rigid, double laminated, 5 compartment lunch trays made from non-absorbent polystyrene, minimum standard Amoco 80-225 or the equivalent of acceptable color.
5. Pre-plated meals will be in Oliver Trays or the equivalent with three compartments, microwavable. Approximate tray size 8 ½ X 6, 3/8" X 1 15/31", medium weight, 35 gauge; compartment size; Large – 10.7 fluid ounces, small – (Mylar).
6. Condiments – individual packets of iodized salt and pepper shall be provided. Other condiments, individually packed, such as catsup, mustard, mayonnaise, salad dressings, and tartar sauce etc, shall be served when necessary to complete the menu.
7. Cup s- as requested, not to exceed site's meal count.
 - a. Styrofoam cups, 8 oz. for water.
8. Holiday placemats, napkins or other holiday condiments that would enhance the meal.

Equipment

All equipment used in preparation and delivery of the food must be according to the National Sanitation Foundation (NSF).

A digital thermometer will be used at all production sites to check loading temperatures. Equipment used in the delivery of hot foods and cold foods must be sufficient to maintain temperatures at a minimum of 140 degrees for hot and 40 degrees for the cold Fahrenheit.

Cold carriers shall be capable of holding two or three four-inch full size serving pans.

Milk shall be packed with a minimum of ten pounds of ice. If requested the milk will be placed in a plastic bag.

Shelf stable meals must be delivered at room temperature.

All foods shall remain in the carriers in which they are delivered until serving time, unless instructed by the Northwest Nutrition Program staff.

Hot and cold carriers must be capable of maintaining temperatures until serving time.

One complete set of serving utensils consisting of two solid spoons 11 ¾" long, two pierced spoons 11 1/14" long, two pair tongs, one #8 scoop, one #13 scoop and one spatula, all to be stainless steel, shall be assigned by the Contractor to each site. For sites serving from two lines, two sets of serving utensils will be provided.

Cleaning and sanitizing the serving utensils daily shall be the responsibility of the Site Manager.

The Contractor will provide each site with three hard rubber containers for washing, the sanitizing solution, and the test paper for checking the sanitizing solution.

It will be the responsibility of the Nutrition Program Staff to rinse out the pans and place them for pickup the next day.

Cleaning and sanitizing all other equipment will be the responsibility of the Contractor and must be done daily to provide an acceptable appearance and to assure the retardation of bacterial growth.

The Contractor must furnish digital thermometers and latex gloves as needed. The Contractor will replace thermometers and serving utensils annually or as needed.

Procurement Rules

1. From the issuance date of this RFP until a vendor is selected and the selection is announced, parties submitting proposals must communicate, regarding RFP to James Moore, Nutrition Program Director Northwest Tennessee Human Resource Agency.

To provide equal treatment to all parties, questions must be submitted in writing, and answers will be distributed to all vendors.

2. The costs of preparing responses to this RFP will not be allowed as charges under any resulting contract.

3. Responses to this request for proposals, including costs, will be considered firm for 90 days after the closing date for proposal submission
4. A proposal will not be considered for award if the price in the proposal is not arrived at independently without conclusion, consultation, communication or agreement as to any matter relating to such prices with any other party submitting a proposal or with any competitor. In addition, parties are prohibited from making multiple proposals in a different form.
5. Each party submitting a proposal must include a certified statement in the proposal certifying that the price was arrived without any conflict of interest, described above. Should conflict of interest be detected any time during the contract period, such conflict shall be deemed an event of default, the contract shall be automatically canceled, and the Contractor shall assume all costs until such time as a new contractor can be selected.
6. The selected proposal and supporting documentation will be made available, without restriction, for public inspection upon request following contract award. The Nutrition Program shall have the right to use all ideas and concepts contained in any proposal received in response to this RFP. This right will not be affected by selection or rejection of any or all proposals.
7. All proposals become the property of the Northwest Tennessee Human Resource Agency. This RFP, proposed questions and answers; any addendum or amendments to this RFP and the contractor's proposal will become contractual obligations, along with the final contract. Failure of the selected Contractor to accept these inclusions in the contract will result in the cancellation of the award.
8. The Nutrition Program reserves the right to waive any requirements in the proposal or to reject any or all proposals. Failure to furnish all information requested will disqualify a proposal. Noncompliance with any requirements of this proposal will result in a determination of non-responsiveness.
9. Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting written request for its withdrawal to the Northwest Human Resource Agency Nutrition Program.
10. Unless requested by the Nutrition Program, the Nutrition Program may not accept any addenda, revision, or alternations to proposals after the proposal due date.

Contract Modifications

Any alterations, variations, modifications, or waivers of provision of the contract shall be valid only when they have been reduced to writing, duly signed, approved, and attached to the original copy of the contract.

Federal and State Compliance

Any contract resulting from this RFP shall comply with all laws, rules, regulations, policies, and procedures of the United States of America, or any agency thereof, the State of Tennessee or any agency thereof and any local government or political subdivision of the State of Tennessee that may affect the performances of services under the contract.

Non-Appropriation of Funds

The obligation of the State to proceed under this RFP, and the resulting contract, is conditioned upon federal financial participation and appropriation of funds by the State of Tennessee Legislature. Obligations of the Northwest Human Resource Agency Nutrition Program shall cease immediately if insufficient funds are appropriated and budgeted, federal financial participation is not available and/or funds are not otherwise made available for the contract.

NWTHRA Nutrition Program Ownership

All data, documents, notes, programs, books data bases (and all applications thereof), files, reports, studies, unfinished documents and or/other material collected or prepared by the vendor shall be owned by the Northwest Tennessee Human Resource Agency Nutrition Program upon completion or termination of the contract.

The Contractor agrees to indemnify, defend and hold harmless the Northwest Human Resource Agency, its officers, agents and employees from:

1. Any and all claims and losses occurring or resulting to any and all contractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract; and
2. Any loss or damage caused by the Contractor's negligent acts or omissions of the Contractor's agency or employees, and any suit alleging personal injury, sickness or disease rising out of the consumption of the meals or other food prepared by the Contractor; and
3. Any and all claims, demands, liabilities, suits, damages, and cost of every kind nature whatsoever, including court costs and attorney's fees, arising out of or caused by the Contractor and/or its agents, employees or contractors in the performance of the contract.

This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.