

# Request for Proposal

## Food Service Management Company Vendor



PACE Greater New Orleans & PACE Hope Haven Center  
4201 North Rampart Street  
New Orleans, LA 70117

1101 Barataria Blvd.  
Marrero, LA 70072

**RFP RESPONSE DUE**  
**February 11, 2022**  
**By Noon (12:00 p.m. CST)**

**This institution is an equal opportunity provider and employer.**

[PACE: Program of All Inclusive Care for the Elderly - CCANO](#)

[Home Health Services & Caregive Support in Greater New Orleans | Adult Day Care  
Nola- Pace GNO](#)

## **Request for Proposal: Food Services Management Company Vendor**

Catholic Charities Archdiocese of New Orleans (“CCANO”) invites written proposals from qualified contractors for the performance of PACE Greater New Orleans’ (“PACE”) food/nutrition services. PACE operates two locations: the PACE Benson Center located at 4201 North Rampart Street, New Orleans, LA 70117 and the Hope Haven Center located at 1101 Barataria Boulevard, Marrero, LA 70072.

The negotiated contract established with the successful vendor will become effective upon execution of contract and terminate on February 28, 2023, unless CCANO grants a renewal term, or a termination is issued, in accordance with the terms of the agreement. This contract may be renewed for two additional one-year terms at CCANO’s sole discretion. The negotiated contract also requires flexibility in terms of adding or subtracting the number of meals required given advanced notice without an increase in the per person rate. A set rate per person is necessitated for programs to determine budget capabilities.

### **Background: PACE Greater New Orleans**

PACE Greater New Orleans - Program of All-Inclusive care for the Elderly in the Greater New Orleans area – is an affiliated ministry of CCANO and works to enhance the quality of life and autonomy for frail older adults while maximizing their dignity and respect by enabling them to live in their homes and in the community as long as medically and socially feasible. PACE GNO provides services for qualified participants at our beautiful, unique and historic Adult Day Health and Activities Centers, in the Bywater neighborhood of New Orleans and on the West Bank in Marrero. Our facilities allow each participant the opportunity to socialize and get all of their healthcare needs met in one location with a holistic care plan designed for them, including in-home care, rehabilitation programs, senior nutritional counseling, nursing care, and free transportation to and from their place of residence.

### **Specifications & Scope of Service**

#### **Food Supplies & Service**

The Vendor will provide lunch to PACE participants in accordance with all regulations listed in this paragraph. PACE meets all applicable federal and state regulations, including but not limited to the USDA, Food and Nutrition Service, Centers for Medicare Services (CMS), and Child and Adult Care Food Program (“CACFP”). PACE is committed to providing healthy, high quality meals. The successful Vendor will be the one whose proposal reflects the most comprehensive understanding of these needs.

PACE participants are aged 55 or older and have been certified by the State of Louisiana to need nursing home level of care. Menus should be sent to our Registered Dietician at least two (2) weeks in advance for approval to confirm if alternate meals are necessary or if any adjustments need to be made.

PACE operates approximately 240 days each year. The specific need and size for PACE participants are listed below:

Participant Age	Meals Needed Daily	Meals and Days
55 and Older	90	Lunch provided 5 days per week (Monday-Friday) with the exception of PACE holidays

Vendor must provide excellent food with ingredients, recipes, and fresh preparation methods that support food nutrition and a healthy lifestyle, in accordance with the following:

1. Vendor shall provide and deliver bulk-style lunch offerings to PACE. PACE facilities do not have working kitchens but instead are equipped with service equipment. As such, all meals should be delivered in trays that can be placed in warmers and served by our staff.
2. Each daily menu should contain an entrée, a vegetable, a starch, and a fruit/dessert with an alternate entrée option provided for participant allergies or dietary restrictions if requested.
3. The lunch meal must include entrees and other offerings that address special diet needs such as light/low sodium, cardiac and diabetic diet restrictions, no fried foods, and food allergies.
4. Meals should be flavorful and based on local cuisine.
5. Vendor must prepare meals based on the example diet menu provided in **Appendix A**, including modified consistency diets such as chopped and ground and pureed. A list of modified meals and dietary restrictions will be provided by the PACE Registered Dietician in advance as part of the menu approval process.
6. Meals will need to be delivered at the correct temperatures required for food safety to both locations no later than 11:30am CST. Staff at the PACE locations will handle food service.
7. The PACE facilities do not have working kitchens but instead are equipped with service equipment. As such, all meals should be delivered in trays that can be placed in warmers and served by our staff.
8. Vendor shall provide a receipt for signature on a daily basis to verify delivery of the proper quantities, weights, and types of foods delivered.
9. Changes to delivery quantities, menu, or delivery times must be approved in writing only by authorized PACE and/or CCANO staff in advance of changes being implemented. A list of authorized staff will be provided in writing and updated with the Vendor if staffing changes occur.
10. All Contractors are required to maintain the proper certifications and licenses as required by state and/or federal law. For food service providers, this includes:
  - a. current Secretary of State record showing that the business is registered in the state of Louisiana and in good standing,
  - b. current record of certification for food handling through ServSafe, and
  - c. a current Permit to Operate issued by the State of Louisiana Department of Health/Office of Public Health for retail food operations.
  - d. If the Contractor utilizes a leased/rented kitchen facility for food preparation, a copy of the lease agreement with the kitchen facility and the facility's permit to operate from the State of Louisiana Department of Health/Office of Public Health must be submitted as part of the documentation to certify eligibility.
11. Vendor must meet all local, State, and Federal sanitation guidelines for food service facilities.
12. Vendor must maintain a local food service permit throughout the term of this service.

Hours of service and additional guidelines are as follows:

1. Daily attendance is counted by PACE and recorded for any changes to the number of meals provided. PACE shall provide the Vendor with an update or change to the number of meals needed or number of modified diet meals needed in writing two weeks in advance.
2. Food shall be delivered by Vendor to both PACE locations by 11:30 a.m. each weekday in accordance with State and food service guidelines.
3. For transporting food: Vendor shall meet and provide documentation regarding food temperatures at time of meal assembly and delivery.

### **Constraints**

**Financial Limitations.** Funding for the meals is provided through state and federal funds. As such, meals should be priced at one set cost per meal. The cost should include the cost to deliver the trays of food to both locations at the temperature required for service (i.e. hot food should be delivered hot and cold food should be delivered cold).

**COVID-19.** As we are a healthcare provider, restrictions and changes to daily service are normal occurrences at the PACE program locations while we navigate the ongoing COVID-19 pandemic. Preparation, handling, and delivery of the food will need to follow current guidelines set forth by the State of Louisiana, Centers for Medicare & Medicaid Services of the Department of Health and Human Services of the United States (CMS), and/or FDA for food service providers accordingly, and delivery personnel must wear masks while on PACE premises, at a minimum. As indoor capacity changes or social distancing requirements occur by State Government Mandate, flexibility in the number of meals needed daily may be required.

### **Required Criteria**

**Term.** CCANO requires a contract minimum of one (1) year with the flexibility to add or subtract participants during the term of the contract. CCANO does have specific contract terms that will be presented which include minimum insurance terms, indemnification language, and confidentiality clauses – especially when handling participant data regarding their medical and dietary restrictions. Early termination or cancelation penalties and provisions to any final contract must be reasonable and minimal. The contract terms will not automatically renew in order to allow both parties the chance to reevaluate and renegotiate a new agreement should we wish to continue using the services.

**Confidentiality.** The terms, provisions, and conditions of a final Agreement with CCANO and/or PACE GNO are to be kept confidential. PACE GNO and the Contractor represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Agreement, except as may be required by law, court order, or other legal authority.

All medical, financial, and personal information pertaining to Participants reviewed and collected in connection with a final Agreement shall be held in confidence and shall not be disclosed by either party without the prior written consent of the Participant, except to one another and to persons to whom disclosure is otherwise permitted or required by law. Contractor and its employees shall comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its regulations.

**No Exclusion or Debarment.** As CCANO and PACE receive and utilize state and federal funds, Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity,

including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any subcontractors pursuant to this Contract that are suspended or debarred by any government entity.

Contractor's submission of a proposal shall constitute a certification under penalty of perjury under the laws of the State of Louisiana, that the Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CCANO and PACE GNO for compliance.

**Payment Terms.** Contractor shall accept payment by PACE GNO as payment in full for Contracted Services and shall not bill or collect from Participants, CMS, LA DHH or private insurers for Contracted Services rendered to Participants. Contractor shall hold harmless CMS, LA DHH and PACE Participants from any liability or any unpaid claims by Contractor hereunder. Contractor agrees that costs and charges associated with services provided to PACE participants will not be included in any uncompensated care cost calculations or uninsured charges or costs data submitted for Medicaid disproportionate share hospital payments or calculations.

**Conflict of Interest Disclosure.** All proposals must include an Attestation Form be completed and submitted with the final bid for potential conflicts of interest. Contractor warrants that no part of the total compensation it receives pursuant to this Agreement shall be paid directly or indirectly to any officer or employee of the State of Louisiana, other than Contractor's employees, as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Agreement, except as otherwise authorized by the State of Louisiana and PACE GNO. This Agreement may be terminated immediately, upon written notice, by PACE GNO if it is determined that Contractor, or its agents or employees, offered or gave gratuities of any kind to any officials or employees of the State of Louisiana or to any other person or entity in violation of applicable federal or state laws or regulations. Contractor certifies that no member of or delegate of Congress, no employee or official of the General Accounting Office, the United States Department of Health and Human Services, CMS or any other federal agency has or will benefit financially or materially from this Agreement.

**Force Majeure.** Due to the nature of CCANO being located in a region at-risk for hurricanes and weather-related disasters, any and all contracts must include weather-related Acts of God in force majeure contracts. Neither Party to a final Agreement shall be responsible to the other for any losses resulting from the failure of either Party to perform any terms or provisions of this Agreement, if the Party's failure to perform is attributable to war, riot, or other disorder, fire; flood, or any other act not within the control of the Party whose performance is interfered with, and which, by reasonable diligence, such Party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure." In the event of a Force Majeure, which interferes with the Food Services on PACE GNO's Premises, upon request, the Contractor shall take all reasonable steps to continue to provide service

upon terms and conditions satisfactory to the Contractor and PACE GNO.

**Assignability and Subcontractors.** Contracts should not be assignable to a third-party – including through sale of the company – without the express written consent of CCANO and/or PACE GNO to ensure that service providers are properly vetted and approved. Subcontractors must also be approved through express written consent by CCANO due to the nature of the information stored in the software to protect confidential information.

**Publicity.** CCANO’s standard policy regarding including our organization in any publicity and/or marketing communications (i.e. presentations, marketing materials, press releases, website logos, etc.) is contingent upon prior review and express written consent.

**Notices.** All notices under the final contract must require fifteen (15) days written notice to ensure adequate time is given for notices to be routed internally for review.

### **Instructions**

Questions or requests for more information on this food service management company vendor RFP should be directed to Ashley Stewart by email at [astewart@ccano.org](mailto:astewart@ccano.org).

CCANO will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers (also referred herein as “Prospective Contracting Entity”). Written inquiries must be received by the date and time specified in the Timeline for Selection of Winning Proposal. CCANO shall reserve the right to modify the RFP should a change be identified that is in the best interest of CCANO.

Only Ashley Stewart, or her designee, has the authority to officially respond to a Proposer’s questions on behalf of CCANO. Any communications from any other individuals shall not be binding on CCANO in regard to this RFP, any proposal, or the Agreement.

The subject of any email inquiry should be “PACE RFP Inquiry.”

### **Timeline for Selection of Winning Proposal**

CCANO will use the following timeline to select a food service management company vendor for the contract term:

**January 14, 2022:** Advertisement of RFP

**January 25, 2022:** Deadline for written questions regarding the RFP

**February 11, 2022:** Deadline for proposal submission (12:00 p.m. CST)

**February 14-18, 2022:** Opening and reading of proposals by committee for review

**February 21, 2022:** Award of Contract

**March 2, 2022:** Anticipated start date for selected Contractor

CCANO reserves the right to revise this timeline. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to this RFP.

### **Proposal Requirements**

1. By submitting a Proposal to CCANO in response to this RFP, Proposer is acknowledging and agreeing to all of the provisions of this RFP, the proposal, and the attached Exhibits. The only exceptions that

will be considered are those submitted by Proposer in its Statement of Compliance OR Exceptions to RFP/Agreement (described below).

2. Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the attached template. The proposal must be received in digital or hard copy (printed) version by CCANO on or before the date and time specified in the Timeline for Selection of Winning Proposal. **E-mail submissions in PDF format are preferred.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

**Proposals sent via email (preferred method) must be sent and received on or before February 11, 2022 at 12:00 pm (noon) CST to:**

astewart@ccano.org

An email will be sent verifying the email and attachments have been received.

**Proposals sent via hard copy must be delivered, couriered, or hand delivered at the Proposer's expense to:**

Ashley Stewart

Catholic Charities Archdiocese of New Orleans

1000 Howard Avenue, Suite 200

New Orleans, LA 70113

3. All respondents must provide their proposal to CCANO on or before February 11, 2022 at 12:00 p.m. (noon) CST. No proposals will be accepted after this date and time, and proposals **are not accepted** at either PACE location or by any other person than the above referenced contact.
4. Proposals sent via hard copy must include **1 original and 4 copies** and must be delivered on or before February 11, 2022 at 12:00 pm (noon) CST. No proposals will be accepted after this date and time, and proposals **are not accepted** at either PACE location or by another any other person than the above referenced contact.
5. Clarification, questions, or interpretation must be requested by January 25, 2022 via email to Ashley Stewart at [astewart@ccano.org](mailto:astewart@ccano.org).
6. Proposal Response Format: Proposals should adhere to the following formatting requirements—
  - Double-spaced, using standard 12-point font (Time New Roman is preferred) with 1-inch margins. (file type: .doc, .docx, .pdf).
  - Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
  - Pages should be numbered sequentially.
  - Header, Right Hand Corner: Include the Name of the Proposer, Proposal Title, and Page number.
  - All hard copies of proposals should be stapled, clipped or attached by another binding mechanism.
  - An item-by-item response should be organized in the order contained in the attached template.
7. CCANO reserves the right to reject any and all proposals received whenever such action, rejection, or waiver is in its best interests.
8. CCANO intends to accept the proposal that is of the greatest benefit to its participants.
9. CCANO will not accept any claims of ignorance regarding any item in this RFP or the Agreement as a basis for any claim by the vendor for extra charges or fees.
10. Any Exceptions or edits made to this RFP or to the Agreement must be highlighted AND brought to

CCANO's attention in the Statement of Compliance OR Exceptions to RFP/Agreement.

### Review Committee

The Review Committee shall consist of:

- Martin Gutierrez, Chief Operating Officer
- Cheryl LaBorde, Chief Financial Officer
- Ashley Stewart, Contracts Manager

### Selection Criteria

The selection of the winning proposal will be based upon the following criteria:

1. Qualifications and experience of the vendor's management team.
2. Experience with state and federal regulations, including, but not limited to, the federally funded, Child and Adult Care Food Program requirements and/or the Centers for Medicare & Medicaid Services of the Department of Health and Human Services of the United States. See <https://www.fns.usda.gov/cacfp/child-and-adult-care-food-program> and [pace11106 \(cms.gov\)](https://www.cms.gov/pace11106).
3. History of compliance with state and federal regulations, including, but not limited to, food safety regulations and requirements.
4. Quality and nutrition content of meals, and the design of the meal pattern.
5. Proposed cost per unit of lunch.
6. Demonstrated commitment to ensuring PACE will be supplied with the sufficient number of meals, delivered on-time.
7. Demonstrated commitment to executing back-up plans in the event of any disruptions to meal delivery.
8. Demonstrated commitment to ensuring high-quality food options and continuous review and refreshing of menu based on formal and informal surveys and feedback.
9. Quality of Participant references.
10. Adequacy of required corporate documentation.

### Documents to be Submitted by Vendor

Proposals must include the following:

1. **Document A—Cover Page:** A cover page, which shall include a contact name, address, e-mail address, telephone number, organization website (if applicable), and federal tax identification number. The cover page must also include the name of person authorized to negotiate the contract and make decisions for the organization including telephone number and email address (if different from contact person).
2. **Document B—References:** A list of at least three (3) references for which Vendor provides similar services.
3. **Document C—Sample Menu:** Sample lunch menus for one (1) month. These will be reviewed to determine the quality and variety of product offered, as well as to determine compliance with Child and Adult Care Food Program (CACFP) regulations.
4. **Document D—Cost Options:** Proposed cost per meal for lunch, including delivery.
5. **Document E—Meal Plan:** A plan that outlines how the vendor proposes to provide meals to CCANO's PACE Center that are appropriate in size, consistency, and taste for PACE participants, ages 55 and older. Also, all meals must be compliant with state and federal regulations, including, but not limited CACFP Nutrition Standards for Meals and Snacks. See <https://www.fns.usda.gov/cacfp/meals-and-snacks>.



6. **Document G—Delivery Procedures:** A summary of proposed operational procedures and needs, including—
  - a. One (1) daily delivery time for all meal components
  - b. Protocol for accepting and declining meal deliveries based on meal program requirements, including an alternative plan if meals are declined
  - c. Protocol for receiving credit for any meals that do not meet meal program requirements
  - d. Timing of monthly menu release and the method through which meals will be ordered (e.g., email, online, written)
  - e. Expectations for invoicing
  - f. Emergency plans in the event of a delay or stoppage in delivery
  - g. Protocol for meal cancelation when PACE is closed due to inclement weather or other emergency
7. **Document H—Licensing/Authorizations:** Most recent municipal and/or state health department results and/or permits, including:
  - a. current Secretary of State record showing that the business is registered in the state of Louisiana and in good standing,
  - b. current record of certification for food handling through ServSafe, and
  - c. current Permit to Operate issued by the State of Louisiana Department of Health/Office of Public Health for retail food operations.
    - If the Contractor utilizes a leased/rented kitchen facility for food preparation, a copy of the lease agreement with the kitchen facility and the facility’s permit to operate from the State of Louisiana Department of Health/Office of Public Health must be submitted as part of the documentation to certify eligibility.
8. **Document I—Statement of Compliance OR Exceptions to RFP/Agreement:** A positive statement of compliance with the RFP provisions. If the Vendor cannot comply with any of the RFP provisions or Agreement terms, an explanation of each exception should be supplied in an attachment. The Vendor should address the specific language in response and submit whatever exceptions or exact contract modifications that its organization may seek. While final wording will be resolved during contract negotiations, the intent of the provisions may not be substantially altered.
9. **Document J—W-9:** A signed and completed W-9.
10. **Document K—Certificate of Insurance:** Certificate of Insurance in compliance with the Insurance section listed below.
11. **Document L—Certification Statement:** Proposer must sign and submit a statement that the Proposer’s (and its employees, affiliates, owners, etc.) are not currently involved or previously involved in litigation or arbitration concerning their performance as it relates to the same or similar services proposed and that no judgments or awards have been made against the Proposer (or its employees, affiliates, owners, etc.). If no such litigation exists, Proposer should so state. Disclosure of litigation will not automatically disqualify the Proposer, however, CCANO reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.

#### **Error and Omissions in Proposal**

CCANO reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or administrative issues.

#### **Changes, Addenda, Withdrawals**

CCANO reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at [ccano.org](http://ccano.org).

It shall be the responsibility of the Vendor to check the website for addenda to the RFP.

**Withdrawal of Proposal**

A Vendor may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted via email to Ashley Stewart at [astewart@ccano.org](mailto:astewart@ccano.org).

**Waiver of Administrative Issues**

CCANO shall reserve the right, at its sole discretion, to waive minor administrative issues contained in any proposal.

**Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by CCANO to award an Agreement. CCANO shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in CCANO's best interest.

**Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of CCANO. Selection or rejection of a proposal shall not affect this right.

**Cost of Offer Preparation**

CCANO shall not be liable for any costs incurred by proposers prior to issuance of or entering into an Agreement. Costs associated with developing the proposal or any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by CCANO.

**Subcontractors**

The successful Proposer shall not contract with or retain any other party for any of the services herein contracted without the express prior written approval of CCANO.

**Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration, except as otherwise specified in this RFP.

**Best and Final Offers (BAFO)**

CCANO reserves the right to conduct a BAFO with one or more proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist CCANO in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in the BAFO will not obligate CCANO to a commitment to enter into an Agreement.

### **Contract Award and Execution**

CCANO reserves the right to enter into an Agreement based on the initial offers received without further discussion of the proposals submitted. CCANO reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda or attachments, and the selected proposal shall become part of the contract initiated by CCANO.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Attachment 1: Sample Agreement. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its organization wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

### **Insurance**

At all pertinent times during the term of the Agreement, Vendor shall maintain General Liability Insurance (Broad Form) (including but not limited to Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, Completed Operations Liability, and Property Damage Liability) and Property Damage Insurance in amounts of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage; Automobile Liability with limits not less than \$1,000,000 per occurrence; Worker's Compensation at State Limits; Professional Liability with limits not less than \$1,000,000 per occurrence. Vendor shall, in advance of the commencement date of this Agreement, provide Catholic Charities Archdiocese of New Orleans with a certificate of insurance reflecting the aforementioned coverage and naming Catholic Charities Archdiocese of New Orleans, PACE Greater New Orleans, and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds to the general liability policy, not merely as certificate holders. Any policy or policies of insurance shall be endorsed as such, and any policy or policies of insurance shall not contain nor require a waiver of subrogation by Catholic Charities Archdiocese of New Orleans. Any such policy or policies of insurance shall also be primary to any insurance of Catholic Charities Archdiocese of New Orleans and/or any self-insurance program in which either party may participate.

The selected Proposer shall furnish CCANO with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by CCANO before work commences and upon any contract renewal or insurance policy renewal thereafter.

### **The Certificate Holder shall be listed as follows:**

Catholic Charities Archdiocese of New Orleans,  
PACE Greater New Orleans, and  
The Roman Catholic Church of the Archdiocese of New Orleans  
1000 Howard Avenue, Suite 200  
New Orleans, LA 70113

Upon failure of the selected Proposer to furnish, deliver and maintain required insurance, this contract, at the election of CCANO, may be suspended, discontinued or terminated. Failure of the selected Proposer to purchase and/or maintain any required insurance shall not relieve the Proposer from any liability or indemnification under the contract.

### **Indemnification**

Catholic Charities Archdiocese of New Orleans agrees to defend, indemnify and hold harmless Vendor from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligent and/or intentional acts and/or omissions of Catholic Charities Archdiocese New Orleans its employees, agents and/or representatives and/or arising from Catholic Charities Archdiocese New Orleans' performance of and/or failure to perform its obligations pursuant to this agreement.

Vendor agrees to defend, indemnify and hold harmless Catholic Charities Archdiocese of New Orleans, PACE Greater New Orleans, and The Roman Catholic Church of the Archdiocese of New Orleans from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the negligent and/or intentional acts and/or omissions of Vendor, its employees, agents and/or representatives and/or arising from Vendor's performance of and/or failure to perform its obligations pursuant to this agreement.

Neither party shall be liable to the other party for consequential damages.

### **Payment**

During the execution of tasks contained in the Statement of Work, Vendor may submit invoices, not more frequently than weekly. All invoices must be submitted by the 5<sup>th</sup> of the following month. The invoices must contain the following:

- # of participants per day
- # of meals served per day
- Date of services for each meal served
- Price per meal per day of services

### **Termination for Convenience**

CCANO may terminate the Agreement at any time, with or without reason, by giving Vendor thirty (30) calendar days written notice of such termination.

### **Confidential Information, Trade Secrets, and Proprietary Information**

All financial, statistical, personal, technical and other data and information relating to CCANO's operation which are designated confidential by CCANO and made available to proposers in order to carry out this Agreement, or which become available to proposers in carrying out this Agreement, shall be protected by proposers from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CCANO. If the methods and procedures employed by Proposer for the protection of the Proposer's data and information are deemed by CCANO to be adequate for the protection of CCANO's confidential information, such methods and procedures may be used, with the written consent of CCANO, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the Agreement, or is rightfully obtained from third parties.

Under no circumstance shall the Proposer discuss and/or release information to the media concerning this Agreement without prior express written approval of Catholic Charities Archdiocese of New Orleans' Director of Institutional Advancement.

### **Assignment**

No Proposer shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of CCANO. This provision shall not be construed to prohibit the Proposer from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CCANO.

### **Entire Agreement/ Order of Precedence**

The Agreement, together with the RFP, Attachments, and addenda issued thereto by CCANO, the proposal submitted by the Proposer in response to CCANO's RFP, and any documents or exhibits specifically incorporated herein by reference, shall constitute the entire Agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, the signed Agreement (excluding the RFP and the Proposer's proposal) shall take precedence, followed by the provisions of the RFP and its attachments, and then by the terms of the Proposer's proposal including all supporting documents.

### **Contract Modifications**

No amendment or variation of the terms of the Agreement shall be valid unless made in writing, signed by both parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without respect to its conflicts-of-laws provisions, laws, rules, or regulations. Venue of any action brought with regard to this contract shall be in Orleans Parish, State of Louisiana.

### **Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

# ATTACHMENT A: SAMPLE MENU

## Sample Menu for Week 1

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<ul style="list-style-type: none"> <li>• Chicken and sausage gumbo</li> <li>• Brown rice</li> <li>• Lima beans</li> <li>• Fruit salad</li> <li>• Wheat roll</li> </ul> <p>Alternate entrée option for the week: Turkey sandwich on wheat bread</p>	<ul style="list-style-type: none"> <li>• Spaghetti with meat sauce</li> <li>• Garden salad of lettuce, carrots, and tomatoes with salad dressing</li> <li>• Green peas</li> <li>• Banana</li> <li>• Wheat roll</li> </ul>	<ul style="list-style-type: none"> <li>• Hamburger on bun</li> <li>• Baked beans</li> <li>• Green peas</li> <li>• Oatmeal cookie</li> </ul>	<ul style="list-style-type: none"> <li>• Lasagna</li> <li>• Garden salad of lettuce, carrots, and tomatoes with salad dressing</li> <li>• Green peas</li> <li>• Pears</li> <li>• Wheat roll</li> </ul>	<ul style="list-style-type: none"> <li>• Shrimp creole with brown rice</li> <li>• Cooked spinach</li> <li>• Apple sauce</li> <li>• Wheat roll</li> </ul>

**ATTACHMENT B:  
ATTESTATION &  
CERTIFICATION FORM**



**Procurement Attestation Form and Certification Statement**

Legal Company Name:	
DBA (if applicable)	
Federal Employee Identification Number:	
DUNS Number (if applicable)	
Full Name(s) of Owner(s) and/or Controlling Manager(s) – Attach additional sheets if necessary	

It is never in the best interest of CCANO or its affiliates to use related parties as vendors. A related-party vendor is defined as a vendor having a special relationship with an employee, a family member of an employee, a board member, or a family member of a board member prior to the purchase of goods and services. In rare instances when a related party is used, documentation must be submitted confirming that two alternate bids were obtained. If a selected vendor is a related party, advance approval from the President & CEO or Chief Financial Officer is required.

**The following questions must be answered by each Owner or person with a Controlling and/or Significant Financial Interest in the Prospective Contracting Entity. Please attach supplemental sheets if required.**

**\* See definitions below where indicated by asterisk**

- Has the Contracting Entity, or any person who has an Ownership or Controlling Interest in the Contracting Entity, or who is an Agent or Managing Employee of the Prospective Contracting Entity **ever been convicted of a crime** related to that person’s involvement in any program under Medicaid, Medicare, CHIP, or a Title XX program since the inception of those programs?

_____ Yes	_____ No	If Yes, please answer below.
State of Conviction:		
Matter of Offense:		
Date of Conviction (mm/dd/yyyy):		
Date of Reinstatement (mm/dd/yyyy):		

- Has the Contracting Entity, or any person who has an Ownership or Controlling Interest in the Prospective Contracting Entity, or who is an Agent or Managing Employee of the Prospective Contracting Entity ever been **sanctioned, excluded, or debarred** by the federal government in accordance with 2 CFR 180.220 or by Medicaid, Medicare, CHIP, or a Title XX program?

Please note: CCANO ensures compliance with this federal regulation with confirmation from the System for Award Management (SAM) (<https://www.sam.gov/portal/public/SAM/>).



All CCANO contracts are routed through a centralized Contracts Office for review. **The SAM system is checked before making a sub-award or contract award of any amount to an outside vendor or organization.** Failure to disclose sanctions, exclusions, and/or debarment is grounds for immediate refusal of any bid.

_____ Yes          _____ No          If Yes, please answer below.	
Reason for Sanction, Exclusion, or Debarment:	
Date(s) of Sanctions, Exclusions, or Debarments (mm/dd/yyyy):	
Date of Reinstatement (mm/dd/yyyy):	
List all states where currently excluded:	

3. Has the Prospective Contracting Entity, or any person who has an Ownership or Controlling Interest in the Prospective Contracting Entity, or who is an Agent or Managing Employee of the Contracting Entity ever been **terminated** from participation in Medicaid, Medicare, CHIP, or a Title XX program?

_____ Yes          _____ No          If Yes, please answer below.	
Reason for Termination:	
Date(s) of Termination (mm/dd/yyyy):	
State that originated termination:	
Date of Reinstatement (mm/dd/yyyy):	
Were your Medicare billing privileges revoked?	_____ Yes          _____ No

4. Are you currently or have you ever in the last five years been an employee of Catholic Charities Archdiocese of New Orleans or its affiliates?

_____ Yes          _____ No          If Yes, please answer below.
If your answer is "yes", please identify the dates of your employment, your role, and the program in which you worked.

5. Are any of your immediate family or household members\* currently employed or previously worked in the last five years as an employee of Catholic Charities Archdiocese of New Orleans or its affiliates?

_____ Yes	_____ No	If Yes, please answer below.
If your answer is "yes", please identify the relative and dates of his/her employment, the role, and the program in which he/she work(ed).		

6. Are any relatives of your family\* previously or currently employed within in the last five years as an employee of Catholic Charities Archdiocese of New Orleans or its affiliates?

_____ Yes	_____ No	If Yes, please answer below.
If your answer is "yes", please identify the relative and dates of his/her employment, the role, and the program in which he/she work(ed).		

7. Do you or any member of your immediate family or household\*, or any relatives of your family\* currently sit on the Board of Directors for Catholic Charities Archdiocese of New Orleans or its affiliates, or have any relation to the key staff listed publicly here: [Meet The Team - CCANO?](#)

_____ Yes	_____ No	If Yes, please answer below.
If your answer is "yes", please identify the relative and relation to the person indicated.		

#### DEFINITIONS FOR ATTESTATION FORM

- As used in this disclosure form, a "member of your immediate family or household" means your wife or husband and children, and the father, mother, sisters and brothers of yourself and your wife or husband, and also includes members of your household. It is not required that you interrogate the members of your family.
- "Family relationships" include an individual's spouse, ancestors, children, grandchildren, great-grandchildren, siblings (whether by whole, half-blood, adoption, or marriage), and the spouses of children, grandchildren, great-grandchildren, and siblings.

*NOTE: The foregoing definitions are for purposes of the attestation form only and are not determinative of the question whether a conflict of interest exists.*

## CERTIFICATION STATEMENT

By signing and submitting this document on behalf of myself and/or the prospective Contracting Entity, I certify that I have read the RFP, Attestation Form, Questions, and Attachments and understand the material herein or have had a chance to contact the Contracts Office for Catholic Charities Archdiocese of New Orleans for further guidance prior to answering, and the answers and disclosures are true, accurate, and complete. **I certify** that the Prospective Contracting Entity (and its employees, affiliates, owners, etc.) are not currently involved or previously involved in litigation or arbitration concerning their performance as it relates to the same or similar services proposed and that no judgments or awards have been made against the Prospective Contracting Entity (or its employees, affiliates, owners, etc.). I understand that any falsehoods or omissions discovered after submission may exclude me or the prospective Contracting Entity from doing business in the future with Catholic Charities Archdiocese of New Orleans and any of its affiliates.

**Full legal name (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_