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RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 12-16-19
TIME: 4:25 AM PM BY: JMY
FILE NO OPA-PA: 19-011

Attorney for Appellant
BASIL FOOD INDUSTRIAL SERVICES CORPORATION

BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of

BASIL FOOD INDUSTRIAL SERVICES
CORPORATION,

Appellant.

Docket No. OPA-PA- 19-011

NOTICE OF PROCUREMENT APPEAL

Basil Food Industrial Services brings this appeal of a procurement controversy against the General Services Agency of the Department of Administration.

APPELLANT INFORMATION

Name: Basil Food Industrial Services Corporation ("Basil").
Mailing Address: 530 West O'Brien Drive, Hagatna, Guam 96910. For the purposes of this Appeal, please direct filings and correspondence to Basil's legal counsel: Camacho Calvo Law Group LLC, Attn: Geri Diaz, Esq., 356 E. Marine Corps Dr., Ste. 201, Hagåtña, GU 96910.
Business Address: 530 West O'Brien Drive, Hagatna, Guam 96910
Email Address: gdiaz@camachocalvo.law
Contact No.: 671.472.6813
Fax No.: 671.477.4375

APPEAL INFORMATION

- A) **PURCHASING AGENCY:** General Services Agency and Department of Health and Social Services
- B) **IDENTIFICATION OF CONTRACT:** GSA Bid No. 056-19
- C) **DECISION DATE:** The Decision being appealed was made on *Saturday* November 30, 2019 by Chief Procurement Officer Claudia S. Acfalle.
- D) **APPEAL ORIGIN:** Appeal is being made from the Decision denying Basil's protest of a contract recommended to be awarded to a nonresponsive and irresponsible bidder who failed to disclose pertinent information as required by the Bid.
- E) **NAMES OF COMPETING BIDDERS, OFFERORS, OR CONTRACTORS KNOWN TO APPELLANT:** SH Enterprises, Inc.

STATEMENT SUPPORTING THE APPEAL

Under Guam Procurement Law, the Office of Public Accountability has jurisdiction over appeals of decisions rendered by the Chief Procurement Officer on protests of method of source selection, solicitation or award of a contract. 5 G.C.A. § 5425(e).

On October 10, 2019, GSA issued an Invitation for GSA Bid No. GSA-056-19 (the "IFB") for Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Meals Components. The IFB was for a contract term of three (3) years with the option to renew for two (2) additional fiscal years, one fiscal year at a time, subject to the availability of funds.

The IFB included several requirements mandating bidders to submit specific documents or to make certain disclosures. One of which was whether a bidder had a government contract

terminated for cause in the last three years. Based on information gathered by Basil, Basil contends that SH Enterprises, Inc. (“SH”), the bidder who GSA awarded the contract to, failed to make the necessary disclosures. As such disclosures are directly tied to a proper evaluation of a bidder, Basil argues that SH’s failure to disclose makes it a nonresponsive bidder who should be disqualified.

Other grounds on which Basil bases its Appeal are that GSA has not treated all bidders equally, thereby creating an unfair procurement environment, and that GSA has violated the Procurement Law. With respect to unfair treatment, GSA made specific changes to subsequent IFBs to seemingly accommodate SH and in GSA’s denial of Basil’s protest, GSA explicitly commented on Basil’s conduct that had absolutely no connection to the issues raised in the protest. Instead of responding to the issues raised in the protest, GSA justified SH’s failures by comparing them to Basil’s bid, which was not the subject of the protest. Further, GSA did not provide Basil two days’ notice that it would proceed with the award. Rather, on the same day GSA denied Basil’s protest, GSA notified Basil that it would proceed with awarding the contract to SH, which was to take effect on December 1, 2019, the very next day.

Basil files this appeal within fifteen (15) days of receiving the Notice of Decision, and respectfully requests that the Office of Public Accountability cancel the award made by GSA to SH for GSA-056-19 as SH is a nonresponsive bidder. Additionally, Basil requests that the award be cancelled due to GSA’s failure to comply with the notice requirements under Guam Procurement Law, and that SH be disqualified as a nonresponsive bidder.

LEGAL ARGUMENT

I. SH Enterprises, Inc. is Not a Responsive Bidder and Should be Disqualified

Under Guam Procurement Law, a procurement contract must be awarded to the “lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for

Bids...” 5 G.C.A. § 5211(g). Thus, a bidder whose bid does not meet the requirements demanded in the IFB may not be awarded a procurement contract. Basil contends that SH failed to meet the requirements of the IFB and, as such, should not have been awarded the contract. Moreover, SH should be disqualified as a nonresponsive bidder.

Sections 2.4 and 2.5(f) of the Bid Specifications require each bidder that was awarded a government contract in the last three (3) years to list citations in the areas of procurement, material weaknesses, and its organization’s non-compliance with contract provisions. Additionally, each bidder was required to make a certification as to whether its organization had had a government contract terminated for cause in the preceding three (3) years. On November 12, 2019, Basil submitted a Freedom of Information Act request, seeking documents submitted by SH in response to the IFB. See Exhibit A. Among other documents, the FOIA request specifically called for (i) the complete, full, and entire bid documents submitted by SH in response to IFB GSA-056-19, and (ii) all notices, documents, correspondence, and communications issued by or received by GSA concerning Purchase Order Number P196E00314 – Provision of Nutritional Services for the Comprehensive Management, Operations, and Maintenance for DPHSS Elderly Nutrition Home-Delivered Meal Program issued to SH on March 28, 2019. Basil clearly made known that its request included and was not limited to any and all documents related to the termination or cancellation of the contract.

A review of the documents produced by GSA in response to the FOIA form one of the primary bases of the protest and this instant appeal. While SH has been awarded government contracts in the previous three years, it failed to produce a list of citations noting negative marks in its performance history, information integral to a proper evaluation. Additionally, SH submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion averring

that SH had not had a government contract terminated for cause or default in the last three years. See Exhibit B.

Basil contends that SH's certification and lack of disclosure are untrue and consequently make SH's bid nonresponsive. GSA and DPHSS issued an Emergency Procurement solicitation for the Elderly Nutrition Program, Home-Delivered Meals for the time frame of April 1, 2019 to and including April 30, 2019. SH and Basil submitted bids, and SH was awarded the contract, as evidenced by a Purchase Order to SH dated March 28, 2019. See Exhibit C. This Purchase Order is for the total amount of \$246,030.00 for the Elderly Nutrition Program, Home-Delivered Meals for the period of April 1, 2019 through April 30, 2019. Thus, this Purchase Order makes clear that SH was awarded a government contract in the three years preceding the IFB at issue. Section 12.8 of the Program Specifications for the Emergency Procurement provides,

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.*

(emphasis added). See Ex. D.

On April 3, 2019, within a week of being awarded the Emergency Procurement contract, DPHSS conducted an inspection of SH's operation and issued a Food Establishment Inspection Report. In this Report, SH received a grade of 38 and was given a C Rating, which triggered an automatic termination for cause under the Program Specifications. See Exhibit E. On April 5, 2019, two days after the Inspection, GSA submitted to Basil a Purchase Order for the Emergency Procurement of Elderly Nutrition Program, Home-Delivered Meals for the period of April 8, 2019 through April 30, 2019. See Exhibit F.

The series of events detailed above is unmistakable. SH was awarded the Emergency Procurement contract for the Elderly Nutrition Program. After receiving a C rating, Basil was then awarded the contract. The only logical explanation is that SH was terminated for cause as the Vendor, the exact prescribed consequence under the Program Specifications.

Interestingly, in its denial of Basil's Protest, GSA explains that SH was not terminated, but merely withdrew from the award. See Exhibit G. This explanation is highly suspect for several reasons. First, as SH acknowledged and signed the March 28, 2019 Purchase Order, it cannot argue that it was unaware of the contract specifications or its obligations thereunder. Second, under Guam law, any permitted withdrawal of a bid after an award or cancellation of a contract must be supported by a written determination made by the Chief Procurement Officer or the head of the purchasing agency. 5 G.C.A. § 5211(f). Notwithstanding Basil's FOIA request for all documents or correspondence related to the Emergency Procurement for the Elderly Nutrition Program for the period of April 1, 2019 through April 30, 2019, GSA has not disclosed the required supporting written determination in connection to SH's alleged withdrawal. Additionally, GSA has not disclosed *any* documents detailing SH's sudden removal from the contract after its award or the immediate award to Basil following SH's C rating. Basil posits that no documents were disclosed because these documents simply do not exist. Instead, GSA's claim that SH merely withdrew is a blatant misrepresentation of the facts.

The main reason the April 1, 2019 Emergency Procurement is so important to the present appeal is that it makes SH's bid in IFB 056-19 highly questionable. First, a withdrawal or termination for cause was required to be disclosed in the bid. Second, SH certified that it had not had a government contract terminated for cause in the last three years. However, the circumstances

surrounding the April 2019 Emergency Procurement make clear that pertinent information was either not provided or willfully misrepresented. Basil asserts that both may be true.

Regardless of the true manner in which SH was removed from the April 1, 2019 Emergency Procurement contract, the fact of the matter is that SH did not disclose its removal. Such information is important and necessary to a proper evaluation. SH's failure to disclose pertinent information regarding its history of government contract performance makes it a nonresponsive bidder. Accordingly, SH should be disqualified from this IFB.

II. GSA Violated Guam Procurement Law

Basil also appeals GSA's decision to move forward with the award of the contract for IFB 056-19 as the decision to proceed is in violation of Guam law and made in bad faith. Under Guam law, if a timely protest of the award of a procurement contract is filed, the government may not proceed further with the award until a final resolution of the protest is made unless (i) there is a written determination that the award of the contract without delay is necessary to protect substantial interests of the Territory, and (ii) absent a declaration of emergency by the Governor, the protestant has been given *at least two (2) days' notice (exclusive of territorial holidays)*. 5 G.C.A. § 5245(g).

In this case, the decision denying Basil's protest was provided on *Saturday* November 30, 2019.¹ See Exhibit G. The written determination required by Guam law was submitted on the same day, *Saturday* November 30, 2019. See Exhibit H. The contract was set to being on December 1, 2019 as indicated Purchase Order No. P206A00841. See Exhibit J. As Basil received

¹ It should be noted that GSA's Decision denying Basil's protest was sent to Ms. Alice Mendoza, a legal secretary at Basil's counsel's office. In the protest, Basil clearly requests that all notices be submitted to Basil's counsel of record, Ms. Geri Diaz. See Exhibit I. Submitting its Decision on a *Saturday* is sufficient to raise brows, and submitting the Decision to Ms. Diaz's legal secretary instead of Ms. Diaz makes GSA's conduct more suspicious.

the required written determination with *less than* two days' notice before the contract was to proceed, GSA failed to comply with Guam law. Further, as clearly expressed in the statute, any action to proceed with the award of the contract *is void* unless the government complies with Section 5425(g)(1)-(3). As detailed above, GSA violated Section 5425(g) by proceeding with the protested award of the contract for IFB 056-19 without providing the protestant the requisite two (2) days' notice. Accordingly, the action to move forward with the contract must be found void.

III. GSA did Not Properly Respond to Basil's Protest and has Created an Unfair Procurement Environment

Basil finally appeals GSA's denial of Basil's protest on the grounds that GSA did not properly respond to the issues raised in the protest, and thus did not render a full decision on Basil's protest. Particularly, Basil raised the fact that SH did not provide a list of citations in the area of procurement, material weaknesses, and non-compliance with government provisions, which was required under Sections 2.4 and 2.5 of the IFB Specifications. See Exhibit I. GSA responded with the following:

Although SH Enterprise did not submit inspection reports for the previous three (3) years, they did submit a current inspection report. Basil also submitted only one (1) year of citation report [sic]. It should be noted that you, Basil failed to provide all of your citation reports for your government contracts specifically for the Dept. of Corrections. Moreover, Basil's failure to provide important information relative to its past performance in regards to its on going [sic] court case does effect [sic] its ability to be a responsible and responsive bidder.

See Exhibit G. A simple reading of Basil's Protest indicates that Basil never raised the fact that SH did not provide inspection reports for the last three years. An elementary review of the Bid Specifications (Section 2.5 (a), (b)) indicate that the production of inspection reports for three years is not required; thus, Basil did not provide inspection reports for three years. Further, as inspection reports for three years were not required, Basil did not raise this issue in its Protest.

More importantly, GSA affirmatively commented on issues that *were not raised* in the Protest and were outside the Protest's scope by admonishing Basil for its Bid submissions. Basil's production or alleged lack of production has absolutely nothing to do with its Protest. GSA's duty in resolving the Protest was to review the issues raised, not attempt to justify its decision by pointing out potential shortcomings in the protestant's bid. As Basil was not awarded the contract, its Bid was wholly outside the Protest and completely irrelevant. Again, instead of responding to the simple issues raised by Basil, GSA sought to justify its decision by attacking Basil.

Absent from GSA's admonishment of Basil is a proper response to SH's failure to provide a list of citations regarding its performance history in connection to government contracts and its certification that it had not had a government contract terminated for cause in the preceding three years. These are key issues at the heart of Basil's Protest. Instead of a proper review, Basil received only an unsupported claim that SH withdrew from the Emergency Procurement award *after* SH received a C rating and that SH's failure to provide citations related to its performance of government contracts is only a minor informality that has been waived in part due to Basil's bid submissions. Notwithstanding the important issues raised by Basil and GSA's failure to conduct a proper review, GSA characterized Basil's Protest as one without merit.

Some of the underlying purposes of the Guam Procurement Law include: (i) to provide for increased public confidence in the procedures followed in public procurement, (ii) to ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory, and (iii) to provide safeguards for the maintenance of a procurement system of quality and integrity. 5 G.C.A. § 5001(b). GSA's response to Basil's Protest does very little, if any, to promote these underlying policies. Failure to properly respond to a valid protest does not increase public

confidence, does not ensure fair or equitable treatment, and does not work to maintain a system of quality and integrity. Further, other measures taken by GSA are highly suspect.

In the Specifications for the Emergency Procurement of Elderly Nutrition Services for April 1, 2019 through April 30, 2019, Section 12.8 states that if an awarded Vendor receives a “C” rating from DPHSS, it shall be terminated as a Vendor for the contract. See Exhibit D. After receiving the award of that contract on March 28, 2019, SH received a C rating following an inspection conducted on April 3, 2019. In the Emergency Procurement Specifications for the same services covering the period of May 1, 2019 through May 31, 2019, the standard was reduced to the following:

In the event the Vendor who is awarded this emergency procurement for the provision of ENP Nutrition Services whose *Sanitary Permit is suspended* by the Division of Environmental Health, DPH&SS... the awarded Vendor shall be terminated as the Vendor of the ENP Nutrition Services.

See Exhibit K, § 12.8. Lowering the standard for a subsequent contract after one vendor could not maintain the proper inspection rating is incongruous with the goals of providing safe, reliable services or fostering competition to prompt bidders to provide better services. Instead, it appears that the standard was lowered to accommodate vendors who have demonstrated that they cannot maintain the proper level of sanitation. At the very least, any time the government actively takes measures to reduce standards or requirements in government contracts, such decision is inherently questionable and should be subject to further review.

IV. Conclusion

In conclusion, Basil appeals GSA’s decision to deny Basil’s November 22, 2019 Protest of GSA’s November 8, 2019 recommendation to award Bid No. IFB 056-19 to SH Enterprises, Inc. Basil protested that GSA awarded the contract to an unresponsive and irresponsible bidder who

did not fully comply with the Bid Specifications and Requirements and made a false misrepresentation regarding its government contract history. After receiving GSA's decision, Basil now raises new grounds in this appeal, namely that GSA did not properly respond to Basil's Protest, that GSA violated Procurement Law by not providing Basil the required notice that GSA would proceed with the award, and that GSA has created an unfair and suspect environment in the arena of Guam government procurement.

REQUESTED REMEDIES

Based on the foregoing, Basil Food Industrial Services requests the following:

1. The Office of Public Accountability conducts a full and proper review of this Appeal in strict compliance with Guam Procurement Law and all applicable rules and regulations;
2. A determination that the notice provided by GSA to Basil on November 30, 2019 is insufficient and void, and further that any action taken by GSA to proceed on the contract at issue is void;
3. The disqualification of SH from this IFB as nonresponsive;
4. The cancellation of the contract;
5. The reissuance of Bid No. IFB 056-19.

DATED: Hagåtña, GU, December 16, 2019.

CAMACHO CALVO LAW GROUP LLC

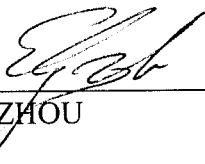


GERI E. DIAZ
Attorney for Appellant
BASIL FOOD INDUSTRIAL SERVICES
CORPORATION

VERIFICATION

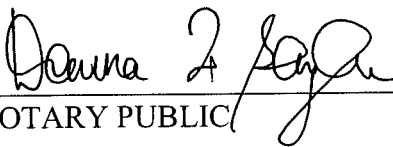
I, MICHAEL ZHOU, am the President of BASIL FOOD INDUSTRIAL SERVICES CORPORATION and I am authorized to make this verification. I have read the foregoing **NOTICE OF PROCUREMENT APPEAL** and, to the best of my knowledge, the information stated therein is true and correct.

I declare under penalty of perjury that the foregoing is true and correct. This verification was executed on this 16th day of December, 2019.



MICHAEL ZHOU

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for Guam U.S.A., by MICHAEL ZHOU, this 16th day of December, 2019.



NOTARY PUBLIC



DAVINA A. SAYAMA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **AUG 29, 2022**
149 Sobrino St., Mangilao, GU 96913

EXHIBIT A



CAMACHO
CALVO
LAW GROUP LLC

ACKNOWLEDGEMENT COPY

RECEIVE BY AC

DATE 11/12/2019 3:03pm

November 12, 2019

VIA HAND DELIVERY

GENERAL SERVICES AGENCY
Department of Administration
590 S. Marine Corps Drive, Suite 219
Tamuning, Guam 96932

Attn: Claudia Acfalle, Chief Procurement Officer

Re: Freedom of Information Act (FOIA) Request

Dear Ms. Acfalle:

I hereby request under the Freedom of Information Act (5 G.C.A. §10103) the following:

1. The complete, full and entire bid documents as well as bid and price quotation documents submitted by **S.H. Enterprises** in response to **IFB No.: GSA-056-19 Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program. Congregate Meals and Home-Delivered Components.**
2. All notices, documents, correspondence and communications issued by or received by GSA concerning **Purchase Order Number P196E00431 – Provision of Nutrition Services for the Comprehensive Management, Operations and Maintenance For the DPHSS Elderly Nutrition Home-Delivered Meals Program** issued to **Basil Food Industrial Service Corporation** on April 5, 2019.
3. All notices, documents, correspondence and communications issued by or received by GSA concerning **Purchase Order Number P196E00314 – Provision of Nutritional Services for the Comprehensive Management, Operations and Maintenance for DPHSS Elderly Nutrition Home-Delivered Meal Program** issued to **California Mart, S.H. Enterprises** on March 28, 2019. This request includes, but is not limited to, any and all documents related to the termination or cancellation of this contract, including the termination notice, and any Food Establishment Inspection Reports for inspections of S.H. Enterprises during April 2019.

//

COPY

Attn: Claudia Acfalle
GENERAL SERVICES AGENCY
November 12, 2019
Page 2

Please let me know if you have any questions about this request or need any clarification. Per 5 G.C.A. §10103, these public records should be made available within four (4) working days from receipt of this request. Your cooperation is most appreciated.

Sincerely,

CAMACHO CALVO LAW GROUP LLC

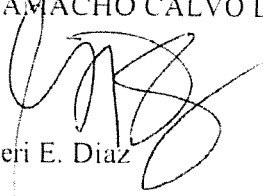

Geri E. Diaz

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION:

Project Name: Elderly Nutrition Program-Congregate & Home Delivered Meals.

Project Number: GSA-056-19

Data Universal Numbering System (DUNS) Number: _____

Principal Contact: SH Ent., Inc. / Hui Sook Min - Program Supervisor
Firm Name / Contact Name / Title

P.O.Box 9730 Tamuning, Guam 96931 / 649-0521
Firm Address/ Phone Number/ Email Address californiamart@yahoo.com

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

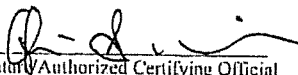
(1) The undersigned certifies, by submission of this proposal, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

 Hui Sook Min / Vice-President
Signature/Authorized Certifying Official Typed Name and Title

SH Enterprises, Inc. 10-9-19
Prospective Contractor/Organization Date Signed

Contractor License No. (if any) _____

Instructions: Bidders need to sign and submit this form with the Bid.

EXHIBIT C



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.P.	* AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 3/28/2019	JOB ORDER NO. 173019104230	OBJ/CL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS			
AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

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 ACQUIRED THROUGH THE PROVISION OF SGCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY APRIL 1 THRU APRIL 30, 2019. 1,180 CLIENTS X \$6.95 PER MEAL = \$8,201.00 PER DAY X 30 SERVICE DAYS= \$246,030.00. NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	1 LOT	246030.000	246030.00	2191730046
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SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 384, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	XXXXXXXXXXXX	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
	↑ TOTAL ↑	INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle NAME TITLE Chief Procurement Officer
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Control No.

ORIGINAL/VENDOR'S COPY



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES B/L,
 CORRESPONDENCE ETC.

PO#	* AIR FREIGHT CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	OBJCT
			3/23/2019	173019104230	230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR S0097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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* AUTHORIZE PERSONNEL / POC *
 BREANNA SABLAN 735-7415
 CHARLENE SAN NICOLAS 735-7421
 * NOTHING FOLLOWS *

NOTE:
 THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES.
 Note: Amounts due this Purchase Order may be off set for monies due the Government plus for other damages, penalties, and Attorney's fees, after failure to pay accordingly.
 ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACQUISITION, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT WITHIN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	246030.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
↑ TOTAL ↑		

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer
	NAME TITLE	



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC

FOR	* AIR FREIGHT CONTACT	SHIP VIA:	DATE	JOB ORDER NO.	QTY/CL
			3/23/2019	173019104230	230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
- No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
- Packing list must accompany each shipment, showing our order number, description and part serial number for each item.
- Shipments must be identified as "PARTIAL" or "COMPLETE".
- Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
- In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
- Overshipments, unless specifically authorized, will not be accepted.
- In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACQUISITION, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 101, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * OF ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	246030.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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	PAYMENT ENCLOSED <input type="checkbox"/>	



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. 2196E00314

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES B/L
 CORRESPONDENCE ETC.

FCB	* A? RESIDENT CONTACT	SHIP VIA:	DATE 3/23/2019	JOB ORDER NO. 173019104230	Q8/Q1 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-2957 Email:	VENDOR 50097959	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS
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AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS
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VENDOR ACKNOWLEDGMENT

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER

3-29-19

SIGNATURE

[Handwritten Signature]

RECEIVING REPORT COPY

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN
 RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
 AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED:

SIGNATURE:

SPECIAL INSTRUCTIONS TO VENDOR:

- B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACQUISITION, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.
- C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
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246030.00

↑ TOTAL ↑

A. DO NOT FILL THIS ORDER
 IF YOUR TOTAL COST
 EXCEEDS THIS TOTAL.

← INSERT CHANGES AND RETURN
 THIS ORDER FOR AMENDMENT.

CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE:

[Handwritten Signature]

NAME: Claudia S. Acfalle TITLE: Chief Procurement Officer

EXHIBIT D

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 date 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 DMHSS, DSH 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:

e.	Meat/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking), or 5 oz. which includes 3 oz. edible portion, including bones (after cooking) plus at least 2 oz. of casing, to constitute
f.	Vegetable Salad	1/2 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	1/2 pint low fat or skim.
f.	Fruits	1/2 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.

1.1 ELEMENTS OF ELDERLY NUTRITION PROGRAM HOME-DELIVERED MEALS COMPONENT

- 1.1.1 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.	Merian
2.	Agat	15.	Mesa
3.	Anigua	16.	San Juan
4.	Asan	17.	PS
5.	Barrigada	18.	Santa Rita
6.	Chalan Pago	19.	Sinajana
7.	Dededo	20.	Talofoto
8.	Harmon	21.	Tununing
9.	Inarajan	22.	Toto
10.	Muina	23.	Tumon
11.	Mnite	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 persons in descending order, with nine (9) being the highest possible point system and 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,*

<i>dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
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 shall 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 DPH&SS, DSC. No meals shall be delivered after 2:00 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 shall conform to the following pattern:

a. Meat/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	1/2 cup cooked, unbuttered, as a separate item; or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c. Starch	1 cup rice; or 1 serving enriched bread or dinner roll; 1 cup mashed potatoes with gravy.
d. Fat	1 tsp. when bread or dinner roll is served.
e. Milk	1/2 pint low fat or skim.
f. Fruits	1/2 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 meal and the types of food 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 100% and 100% 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 as outlined in the Food Guide Pyramid and shall be approved by a physician.
 - d. The CMS service provider shall provide the Vendor with a copy 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 Friday, 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 top 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 Binder(s) 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

c. 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 the 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 attentive, patient, and understanding in providing services to the elderly.
 - a. Vendor shall provide a resume of the Executive or Program Manager who has at least five (5) years of experience in food service management and 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 national 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 of all program projects in compliance with the ENP's reporting requirements 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), Purced (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 verify 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, CFD, 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 **PROFESSIONALISM AND PERSONAL APPEARANCE.** 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 staff are to be professional only.
- 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. The contribution 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 provided 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, fruit, milk
 - c. 5% for salad dressing, condiments, margarine, etc.
- 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 assessed \$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.** 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 notified 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 file 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 Vendor 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 and integrated information system that supports and provides a coordinated and comprehensive system of care. This effort is coordinated 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. The Vendor shall make 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 **RENEWAL 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 administration of its personnel shall include this provision.



12.8 **TERMINATION OF 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, 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 for 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

EXHIBIT E

**Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report**

INSPECTION	RSN	TYPE	GRADE	INSPECTION DATE	ESTABLISHMENT NAME
Regular		<input checked="" type="checkbox"/>	38	04 / 03 / 2019	S.H. Enterprises
Follow-up				TIME IN	TIME OUT
Complaint	<input checked="" type="checkbox"/>		RATING	7:40 AM	3:30 PM
Investigation			C	SANITARY PERMIT NO.	LOCATION (Address)
Other				180002606	Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
ESTABLISHMENT TYPE			AREA	TELEPHONE	No. of Risk Factor/Intervention Violations
Catering			7	649-0521	4
					No. of Repeat Risk Factor/Intervention Violations
					0
					RISK CATEGORY
					4

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Circle or mark "X" designated compliance (IN, OUT, N/O, N/A) for each numbered item. Mark "X" in appropriate box for COS and/or R.
 IN = In compliance OUT = Not in compliance N/O = Not observed N/A = Not applicable COS = Corrected on-site during inspection R = Repeat violation PTS = Demerit points

Compliance Status			COS	R	PTS
Supervision					
1	IN	<input checked="" type="checkbox"/>			6
Person in charge present, demonstrates knowledge, and performs duties					
Employee Health					
2	IN	<input checked="" type="checkbox"/>			6
Management awareness, policy present					
3	OUT	<input checked="" type="checkbox"/>			6
Proper use of reporting, restriction & exclusion					
Good Hygienic Practices					
4	OUT	<input checked="" type="checkbox"/>			6
Proper eating, tasting drinking betelnut or tobacco use					
5	OUT	<input checked="" type="checkbox"/>			6
No discharge from eyes, nose, and mouth					
Preventing Contamination by Hands					
6	OUT	<input checked="" type="checkbox"/>			6
Hands clean and properly washed					
7	OUT	<input checked="" type="checkbox"/>			6
No bare hand contact with ready-to-eat foods or approved alternate method properly followed					
8	IN	<input checked="" type="checkbox"/>		X	6
Adequate handwashing facilities supplied & accessible					
Approved Source					
9	OUT	<input checked="" type="checkbox"/>			6
Food obtained from approved source					
10	OUT	<input checked="" type="checkbox"/>			6
Food received at proper temperature					
11	OUT	<input checked="" type="checkbox"/>			6
Food in good condition safe, and unadulterated					
12	OUT	<input checked="" type="checkbox"/>			6
Required records available shellstock tags parasite destruction					
Protection from Contamination					
13	OUT	<input checked="" type="checkbox"/>			6
Food separated and protected					
14	OUT	<input checked="" type="checkbox"/>			6
Food contact surfaces cleaned & sanitized					
15	OUT	<input checked="" type="checkbox"/>			6
Proper disposition of returned, previously served, reconditioned, and unsafe food					

Compliance Status			COS	R	PTS
Potentially Hazardous Food (TCS Food)					
16	OUT	<input checked="" type="checkbox"/>			6
Proper cooking time and temperatures					
17	OUT	<input checked="" type="checkbox"/>			6
Proper reheating procedures for hot holding					
18	OUT	<input checked="" type="checkbox"/>			6
Proper cooling time and temperature					
19	OUT	<input checked="" type="checkbox"/>			6
Proper hot holding temperatures					
20	OUT	<input checked="" type="checkbox"/>			6
Proper cold holding temperatures					
21	OUT	<input checked="" type="checkbox"/>		X	6
Proper date marking and disposition					
Consumer Advisory					
22	OUT	<input checked="" type="checkbox"/>			6
Consumer Advisory provided for raw or undercooked foods					
Highly Susceptible Populations					
23	OUT	<input checked="" type="checkbox"/>			6
Pasteurized Foods used, prohibited foods not offered					
Chemical					
24	OUT	<input checked="" type="checkbox"/>			6
Food additives approved and properly used					
25	OUT	<input checked="" type="checkbox"/>			6
Toxic substances properly identified, stored used					
Conformance with Approved Procedures					
26	OUT	<input checked="" type="checkbox"/>			6
Compliance with variance, specialized process, and HACCP plan					

Risk factors are improper practices or procedures identified as the most prevalent contributing factors of foodborne illness or injury. Public Health Interventions are control measures to prevent foodborne illness or injury.

GOOD RETAIL PRACTICES

Good Retail Practices are preventative measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Mark "X" in box if numbered item is not in compliance and/or if COS and/or R. COS = Corrected on-site during inspection R = Repeat violation PTS = Demerit points

Compliance Status			COS	R	PTS
Safe Food and Water					
27					1
Pasteurized eggs used where required					
28					2
Water and Ice from approved source					
29					1
Variance obtained for specialized processing methods					
Food Temperature Control					
30	OUT	<input checked="" type="checkbox"/>			1
Proper cooking methods used, adequate equipment for temperature control					
31					1
Plant food properly cooked for hot holding					
32					1
Approved thawing methods used					
33	OUT	<input checked="" type="checkbox"/>			1
Thermometer provided and accurate					
Food Identification					
34					1
Food properly labeled; original container					
Prevention of Food Contamination					
35	OUT	<input checked="" type="checkbox"/>			2
Insects, rodents, and animals not present					
36					1
Contamination prevented during food preparation, storage & display					
37					1
Personal cleanliness					
38	OUT	<input checked="" type="checkbox"/>			1
Wiping cloths: properly used and stored					
39					1
Washing fruits and vegetables					

Compliance Status			COS	R	PTS
Proper Use of Utensils					
40					1
In-use utensils: properly stored					
41					1
Utensils equipment and linens: properly stored, dried, handled					
42					1
Single-use/single-service articles properly stored, used					
43					1
Gloves used properly					
Utensils, Equipment and Vending					
44	OUT	<input checked="" type="checkbox"/>			1
Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used					
45	OUT	<input checked="" type="checkbox"/>			1
Warewashing facilities: installed, maintained, used, test strips					
46	OUT	<input checked="" type="checkbox"/>			1
Nonfood-contact surfaces clear					
Physical Facilities					
47					2
Hot & cold water available, adequate pressure					
48					2
Plumbing installed; proper backflow devices					
49	OUT	<input checked="" type="checkbox"/>			2
Sewage and wastewater properly disposed					
50	OUT	<input checked="" type="checkbox"/>		X	2
Toilet facilities: properly constructed, supplied, & cleaned					
51	OUT	<input checked="" type="checkbox"/>			2
Garbage/refuse properly disposed; facilities maintained					
52	OUT	<input checked="" type="checkbox"/>			1
Physical facilities installed, maintained, and clean					
53	OUT	<input checked="" type="checkbox"/>			1
Adequate ventilation and lighting; designated areas use					
Documents and Placards					
54					NA
Sanitary Permit, Health Certificates valid and posted					

I have read and understand the above violation(s), and I am aware of the corrective measures that shall be taken.

Person in Charge (Print and Sign) <i>Tape Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUEÑAS</i>	Follow-up (Mark one): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>R. ORIONDO</i>	Follow-up Date: 4/13/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

Page 2 of 6

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO 180002606	PERMIT HOLDER S.H. Enterprises

TEMPERATURE OBSERVATIONS

Item/Location	Temperature (° F)	Item/Location	Temperature (° F)
Cooked Rice/Rice Cooker	185.5		
Chicken Adobo/Stove Top	189.0		
Cooked Brown Rice/Stove Top	151.5		
Cooked Mixed Vegetables/Counter Top	165.0		
Cooked Beef/Stove Top	196.0		
Raw Fish Fillet/Counter Top (discarded)	78.5		

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	A regular inspection was conducted today in response to complaint no. 19-059B regarding food not properly sealed and packaged prior to delivery, and hand soap and paper towel dispensers were not provided at the establishment. Person-in-charge (PIC) was able to demonstrate proper sealing and packaging procedures during the inspection. Evidence to verify the complaints regarding the hand soap and the paper towel dispensers were observed.	
	Previous assessment was conducted on 7/11/2018 in response to complaint no. 18-129 regarding delivery vans being dirty with flies and roaches and had other items not involving with the food being delivered, and no temperature conducted for food being delivered. The complaint was not observed during the assessment.	
	The following violations were observed today:	
1	PIC did not demonstrate knowledge of the Guam Food Code (GFC) or perform the necessary duties to ensure compliance with the GFC. PIC shall demonstrate knowledge of the GFC and perform their duties to ensure food safety practices are being followed and implemented in compliance with the GFC.	4/13/19
2	No employee health policy in place. An employee health policy shall be in place, comply with the GFC requirements, and all employees trained on the policy to ensure proper restriction and/or exclusion of sick employees	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUEÑAS</i>	Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

Page 3 of 6

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04/03/2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	are understood and implemented.	
8	Handwashing sinks in the men's restroom not provided with signage, soap and paper towel; paper towels not properly stored and protected at the handwashing sinks in the kitchen and the women's restroom. Adequate handwashing sinks shall be provided and properly supplied with hand soap, clean paper towels/hand-dryer, and signage and be accessible to all employees to encourage food handlers to properly wash their hands regularly. *COS: PIC provided signage, hand soap, paper towel in the men's restroom, and stored the paper towels in dispensers at the handwashing sinks in the kitchen and the women's restroom.	COS
13	Employee drinks found stored with food for the clients in the upright chiller; warewashing sink was being used for soiled pans and uncooked rice. Food shall be properly separated and protected to prevent cross-contamination from occurring *COS: PIC removed employees drinks from upright chiller and placed uncooked rice at the preparation sink.	COS
14	Employee observed washing pans but did not perform sanitizing and air-drying procedures; cutting boards not in-use was observed with deep cut marks and dark stains. All food-contact surfaces shall be properly washed, rinsed, sanitized, and air-dried to prevent cross-contamination from occurring and shall be clean to sight and touch prior to use.	4/13/19
20	Raw fish fillet did not meet proper cold holding temperature. COS: PIC discarded the raw fish fillet. (3 pieces) All Potentially Hazardous Food (PHF)/Time/Temperature Control for Safety (TCS) Food shall meet an internal cold holding temperature of 41F and below to prevent the growth of pathogens or toxin formation.	COS
26	Employee practices and procedures were not in compliance with the establishment's Hazard Analysis and Critical Control Points (HACCP) plan; records and logs were not completed or maintained. The establishment shall comply with the approved HACCP plans and procedures, and maintain	4/13/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DUENAS	Date: 04/03/2019
	R. ORIONDO

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

Page 4 of 6

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	records to demonstrate that the establishment is actively practicing and monitoring a system of controls to ensure food safety.	
30	Walk-in chiller unable to maintain proper cold holding temperature, environmental meter reading was 69.6 degrees Fahrenheit (F); non-PHF/TCS food were observed being stored in the walk-in chiller. Adequate equipment for temperature control shall be maintained in good repair to facilitate proper storage of PHF/TCS food.	5/3/19
33	Thermometer in walk-in chiller was inoperable; food thermometers were not being used during operation. Thermometers shall be properly calibrated and used to ensure temperatures are actively being monitored and proper temperature are maintained.	5/3/19
35	One live cockroach and frass were observed inside the mechanical warewashing equipment that is not being utilized by the establishment; PIC was not able to provide pest control service receipts during the inspection; no other signs of pest activity were observed. The presence of pests shall be controlled, and openings shall be sealed to prevent the accessibility of pests and the contamination of food and clean equipment/utensils.	5/3/19
38	Wiping cloths stored on the counter, the food cart, and in empty buckets. Wiping cloths shall be stored in a properly diluted sanitizing solution after each use to prevent cross-contamination from occurring.	5/3/19
44	Shelves in walk-in chiller were found with rust. Non-food contact surfaces shall be smooth, easily cleanable, non-absorbent, properly designed and maintained to ensure surfaces can be properly cleaned, sanitized, and cross-contamination is prevented.	5/3/19
45	Chemical test strips and sanitizing solution were not provided and used. Chemical test strips and approved sanitizers shall be provided and used to ensure proper	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign)
Tae Hong Min

Date: 04/03/2019

DEH Inspector (Print and Sign)

K. DIENAS

/ R. ORIONDO

Date: 04/03/2019

Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report

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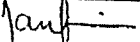


ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Calvo Mem. Industrial Park, Tamuning
INSPECTION DATE 04/ / 03/ / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	sanitizing of food-contact surfaces and equipment.	
46	Inside and outside surfaces of the walk-in chiller with dark stains; surfaces of the stove area observed with grease and food build-up; inside surfaces of several coolers observed with food particles and stains. Non-food contact surfaces shall be cleaned and maintained as often as necessary to prevent cross-contamination from occurring.	5/3/19
49	Grease trap located outside the establishment was observed overflowing with grease and food particles during the inspection; wastewater from the handwashing sink and the preparation sink was observed leaking onto the kitchen floor; PIC did not provide service receipt for the grease trap. Wastewater shall be properly disposed of in an approved plumbing system, and grease traps shall be maintained as often as necessary to prevent sewage back-up or overflow.	5/3/19
50	Women's restroom not provided with a covered trash receptacle and toilet tissue. A toilet room used by females shall be provided with a covered receptacle for sanitary napkins, and a supply of toilet tissue shall be available at each toilet to promote good hygiene practices. *COS: PIC provided the women's restroom with a covered trash receptacle and toilet tissue.	COS
51	Outside garbage refuse was uncovered and overflowing with garbage bags and cardboard boxes; several garbage bags and cardboard boxes were stored directly on the ground. Outside trash receptacles shall be kept covered with light-fitting lids, refuse and recyclables shall be removed from the premises at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents.	5/3/19
52	Missing ceiling tiles observed in the kitchen hallway and in the dry storage area; stained ceiling tiles observed in the kitchen, the hallway and in the men's restroom; accumulation of food particles and grease were observed under preparation tables, on the kitchen walls and floor; floor drains in the kitchen were not provided with covers; soiled upright chillers,	5/3/19

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) Tae Hong Min 	Date: 04/03/2019
DEH Inspector (Print and Sign) K. DIENAS  / R. ORIONDO 	Date: 04/03/2019

**Department of Public Health and Social Services
Division of Environmental Health
Food Establishment Inspection Report**

Page 6 of 6

ESTABLISHMENT NAME S.H. Enterprises		LOCATION (Address) Lot 4 Blk 2 Tract 259 ET Galvo Mem Industrial Park Tamuning
INSPECTION DATE 04 / 03 / 2019	SANITARY PERMIT NO. 180002606	PERMIT HOLDER S.H. Enterprises

ITEM NO.	OBSERVATIONS AND CORRECTIVE ACTIONS	CORRECT BY DATE
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Violations cited in this report must be corrected within the time frames indicated, or as stated in Sections 8-405.11 and 8-406.11 of the Guam Food Code.

	shelves with plates and utensils, and other equipment that are not being used were stored in the kitchen and the dry storage area.	
	Physical facilities shall be maintained and cleaned as often as necessary to minimize the attraction of pests and promote the overall sanitation of the establishment of the establishment.	
53	Inadequate ventilation observed in the kitchen area, environmental meter readings were 92.8 F, 93.8 F, 93.3 F throughout the kitchen; inadequate lighting observed in the kitchen hallway where food is being sealed and packaged, light meter readings were 0.1 foot candles (ft.c.), 2.6 ft.c., 14.7 ft.c.; light in the walk-in chiller was not working. Adequate mechanical ventilation shall be provided to keep rooms free from excessive heat, steam, condensation, vapors, obnoxious odors, and fumes. Adequate lighting of at least 50 ft.c. at a surface where food handlers is working with food, utensils, and equipment, and at least 10 ft.c. in the walk-in chiller to facilitate proper cleaning.	5/3/19
	Photos and videos were taken.	
	"C" placard no. 00731 issued and posted on the entrance door of the establishment.	
	Issued Letter of Warning.	
	Provided PIC with the Re-Inspection Request Form and guidance on completing and submitting the form.	
	Discussed this report with PIC, Tae Min.	

Based on the inspection today, the items listed above identify violations which shall be corrected by the date specified by the Department. Failure to comply may result in the immediate suspension of the Sanitary Permit or downgrade. If seeking to appeal the result of any notice or inspection findings, a written request for hearing must be submitted to the Director within the period of time established in the notice for corrections.

Person in Charge (Print and Sign) <i>Tae Hong Min</i>	Date: 04/03/2019
DEH Inspector (Print and Sign) <i>K. DUENAS</i>	Date: 04/03/2019



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



LUCAS A. LEON GUERRERO
 GOVERNOR, MAGA HAGA

JOSHUA F. TENDRIO
 GOVERNOR, SEGUNDO MAGA HAGA

LINDA UNPINGCO DENORCEY, MPH
 DIRECTOR

LAURENT SF DUENAS, MPH, BSW, RN
 DEPUTY DIRECTOR

Date: 4/3/2019

S.H. Enterprises
 Name of Establishment

As a result of this inspection your establishment received a

LETTER OF WARNING

38/C

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. If we do not receive a written re-inspection request from you, we will conduct a follow-up inspection after ten (10) calendar days from the official receipt of this notice to ensure that corrective measures have been taken.

Failure to correct violations may result in the closure of your establishment pursuant to section 21109(b) of 10GCA Chapter 21.

NOTICE OF CLOSURE

(Demerit/Grade Points)

Once you have corrected all violations cited on your establishment's inspection report, you must provide us a written request for re-inspection to include a description of the corrective measures that you have implemented. Unlike an establishment who has received a letter of warning, an establishment shall remain closed unless a written request for re-inspection is made. Under 10 GCA Ch. 21 §21109(b), suspension without prior hearing may be imposed until the violation is corrected. You may also request a hearing to the Division of Environmental Health within five (5) calendar days of the date of this notice. When a hearing is requested following a suspension without prior hearing, it shall be discretionary with the Director as to whether the suspension shall be continued pending the hearing.

We look forward to working closely with you as partners in promoting health and sanitary practices on Guam. If you need further assistance, you can reach us at 735-7221 or (fax) 734-5556. Si Yu'us Ma'ase.

Sincerely,

[Signature]
 LINDA UNPINGCO DENORCEY, MPH
 Director

Issued By: *[Signature]* K. Duenas, EPHO III/R. Ordoño, EPHO I
 Name of EPHO

Received By: *[Signature]* Tae Hong Min
 Establishment Representative

123 CHALAN KARETA MANGILAO GUAM 98913-6304
 www.dphss.guam.gov • Ph: 1 671 735 7102 • Fax: 1 671 473 5910

EXHIBIT F



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L
 CORRESPONDENCE ETC.

FOR	OR AIR FREIGHT TEL CONTACT	SHIP VIA	DATE 4/05/2019	JOB ORDER NO. 173019104230	OBJCT 230
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VENDOR	TO: BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	VENDOR E0012200	SHIP TO	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TITLE III-C-2 HOME DELIV MEALS	
	AUTHORITY 3113	** INVITATION NO		** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW

ITEM	ARTICLES OF SERVICES	QTY	UNIT	EXTENTIVE	AMOUNT	DOCUMENT NUMBER	TAX
1	PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE DPHSS ELDERLY NUTRITION HOME-DELIVERED MEALS PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACQUIRED THROUGH THE PROVISION OF 5GCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY EFFECTIVE: APRIL 8 THROUGH APRIL 30, 2019 1,180 CLIENTS X \$7.00 PER MEAL =\$8,260.00 PER DAY X 23 MEAL SERVICE DAYS= \$199,930.00 NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	1	LOT	189980.000	189980.00	0191730053	

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.		XXXXXXXXXXXX	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
		↑ TOTAL ↑	

CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle NAME	Chief Procurement Officer TITLE
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, BAL
 CORRESPONDENCE ETC.

FOUR	BY AIR FREIGHT TEL CONTACT OR PP VIA	DATE 4/05/2019	JOB ORDER NO 173019104230	OBJCT 230
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RENDER	TO: BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	VENDOR E0012200	SHIP TO	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000	
				TITLE III-C-2 HOME DELIV MEALS	
AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

ITEM	ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	REMARKS
	FOC: BREANNA SABLAN/ CHARLENE SAN NICOLAS 735-7415 ** NOTHING FOLLOWS **						
<p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor. ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>							

<p>SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. ** ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	189930.00	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.</p>
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<p>CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer</p>
---	---	---

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 4/5/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

FOR	BY AIR FREIGHT OR CONTACT SHIP VIA	DATE	JOB ORDER NO	OBJCT
		4/05/2019	173019104230	230

ORDER	TO: BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	VENDOR E0012200	SHIP TO	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000	
				TITLE III-C-2 HOME DELIV MEALS	
AUTHORITY 3113	** INVITATION NO	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

ITEM	ARTICLE OF SERVICE	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	PAC
THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:							
1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.							
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.							
3. Packing list must accompany each shipment, showing cur order number, description and part/serial number for each item.							
4. Shipments must be identified as "PARTIAL" or "COMPLETE".							
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.							
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.							
7. Overshipments, unless specifically authorized, will not be accepted.							
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.							

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	189980.00	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
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CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE:
	NAME: Claudia S. Acalle	TITLE: Chief Procurement Officer

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 4/5/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 P.O. Box 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P196E00431

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B. * AIR FREIGHT TEL. CONTACT SHIP VIA.

DATE 4/05/2019 JOB ORDER NO 173019104230 ORIGL 230

VENDOR	TO: BASIL FOOD INDUSTRIAL SERVICES CORPORATION 482 PALE SAN VITORES ROAD TAMUNING, GU 96910 Telephone: 671 475-8888 Fax: 671 475-0088 Email: ERHONGZHOU@HOTMAIL.COM	VENDOR E0012200	SHIP TO	CONSIGNEE DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000	
				TITLE III-C-2 HOME DELIV MEALS	
AUTHORITY 3113	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

ARTICLES OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	TAX
* * * * * VENDOR ACKNOWLEDGMENT * * * * *						
RETURN TO SUPPLY MANAGEMENT DIVISION						
DATE OF RECEIPT OF THIS ORDER						
SIGNATURE _____						
* * * * * RECEIVING REPORT COPY * * * * *						
I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.						
DATE RECEIVED: _____			SIGNATURE: _____			

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION; GOVERNMENT OF GUAM, P.O. BOX 894, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.		189930.00 ↑ TOTAL ↑	A. DO NOT FILE THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. (ENTER CHANGES AND RETURNING THIS ORDER WITH AMENDMENT.)
CONTRACTOR PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.		ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	
		SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer	

Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 4/5/2019

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #: Q191730053
APPROPRIATION: 5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
4/05/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 4/05/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	PROVISION OF NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE DPHSS ELDERLY NUTRITION HOME-DELIVERED MEALS PROGRAM. SPECIFICATIONS ATTACHED. *SERVICES WILL BE ACQUIRED THROUGH THE PROVISION OF SGCA SUBSECTION 5150 EMERGENCY PROCUREMENT. PERIOD TO COVER: SUNDAY THROUGH MONDAY APRIL 8 THROUGH APRIL 30,2019. 1,180 CLIENTS X \$7.00 PER MEAL =\$8,260.00 PER DAY X 23 MEAL	LOT	1	189980.00	189980.00

TOTAL =====> 189980.00

JUSTIFICATION:
SGCA 5150 EMERGENCY PROCUREMENT

** PRINT NAME & SIGN | () APPROVAL | () DISAPPROVAL

_____|_____|_____|_____|_____|_____|

RECEIVED BY | DATE | APPROVING AUTHORITY (DIRECTOR)

(CERTIFYING OFFICER) |

ASSIGNED BUYER: GSATEDTC

REQUISITION EMERGENCY

REQUISITION #:	Q191730053
APPROPRIATION:	5101G191730MA104230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR	ENCUMBERED DATE
	4/05/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS

AUTHORIZED DEPARTMENT REPRESENTATIVE	SIGNATURE	DATE
--------------------------------------	-----------	------

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 4/05/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
	SERVICE DAYS= \$189,980.00				
	*AUTHORIZED PERSONNEL/ POINT OF CONTACT: BREANNA SABLAN CHARLENE D. SAN NICOLAS TEL. 735-7415/ 735-7421 *NOTHING FOLLOWS				
TOTAL =====>					189980.00

JUSTIFICATION:
5GCA 5150 EMERGENCY PROCUREMENT

** PRINT NAME & SIGN	() APPROVAL	() DISAPPROVAL
_____ RECEIVED BY (CERTIFYING OFFICER)	_____ APPROVING AUTHORITY (DIRECTOR)	_____ DATE

EXHIBIT G



LOURDES A. LEON GUERRERO, Governor (*Maga'håga*)
JOSHUA F. TENORIO, Lt. Governor (*Sigundo Maga'låhi*)



EDWARD M. BIRN
Director (*Direktot*)
EDITH C. PANGELINAN
Deputy Director (*Sigundo Direktot*)

DIRECTOR'S OFFICE (*Ufisinan Direktot*)

November 30, 2019

Ms. Geri E. Diaz
c/o Law Office of Camacho, Calvo Law Group LLC
356 E. Marine Corp Drive, Suite 201
Hagatna, Guam 96910
Tel. (671-472-6813 / Fax. (671) 477-4375

Re: Protest Letter dated November 22, 2019 GSA-056-19 (Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components)

Dear Ms. Diaz:

Buenas Yan Hafa Adai! This is to acknowledge receipt of your protest letter dated 22 November 2019, in which you protested the award for Invitation for Bid GSA-056-19.

Based on the factual evaluation of your protest, we have determined that your protest is without merit as per the following:

Issue #1

You stated that S.H. Enterprise Inc. failed to provide pertinent available information under Invitation for Bid No.: GSA-059-19 under Section 2.4 and 2.5 "... each bidder certifies that it does not have government contract terminated for cause".

- a. You indicated that SH Ent. was terminated or canceled contract awarded for 3/28/19.

Response: S.H. Enterprise Inc withdrew from the emergency award and was not terminated.

Issue #2

SH failed to show critical staffing pattern as submitted in their bid.

Response: Both GSA and DPHSS disagrees with that statement and finds the information submitted satisfactory.

Issue #3

Under section 2.4 and 2.5 F each bidder is required to provide a list of citation in the area of procurement, material weaknesses and non-compliance with government provision if such bidder is awarded a government contract terminated for cause within the last three (3) years.

Response: Although SH Enterprise did not submit inspection reports for the previous three (3) years, they did submit a current inspection report. Basil also submitted only one (1) year of citation report.

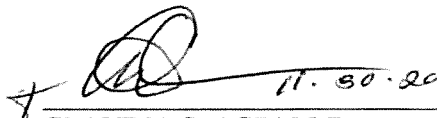
It should be noted that you, Basil failed to provide all of your citation reports for your government contracts specifically for the Dept. of Corrections.

Moreover, Basil's failure to provide important information relative to its past performance in regards to its on going court case does effect its ability to be a responsible and responsive bidder.

Section 2.4 and 2.5 f did not limit to only DPHSS, the language indicated "all government service contracts during this period". The review of Basil inspection reports for the Dept. of Correction indicated that you had numerous C and D ratings.

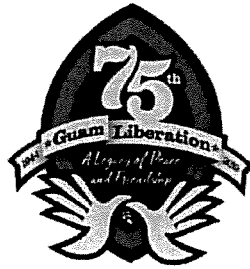
Therefore, the government has determined to waive this requirement as a minor informality.

Based upon our evaluation it is determine that your protest is without merit. Therefore, you may seek any administrative or judicial review authorized by law.


11.30.2019

CLAUDIA S. ACFALLE
Chief Procurement Officer

EXHIBIT H



LOURDES A. LEON GUERRERO, Governor (*Maga'hága*)
JOSHUA F. TENORIO, Lt. Governor (*Sigundo Maga'làhi*)



EDWARD M. BIRN
Director (*Direktot*)
EDITH C. PANGELINAN
Deputy Director (*Sigundo Direktot*)

DIRECTOR'S OFFICE (*Ufisinan Direktot*)

WRITTEN DETERMINATION

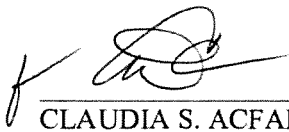
November 30, 2019

Pursuant to 5GCA §5425(g)(1)(2) states in part "...In the event of a timely protest under Subsection (a) of this Section or under Subsection (a) of §5480 of this Chapter, the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of such protest, and any such further action is void, unless:


- (1) The Chief Procurement Officer or the Director of Public Works after consultation with and written concurrence of the head of the using or purchasing agency and the Attorney General or designated Deputy Attorney General, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Territory; and
- (2) Absent a declaration of emergency by the Governor, the protestant has been given at least two (2) days notice (exclusive of territorial holidays)", the following determination is made:

1. The government has issued Invitation for Bid No.: GSA-056-19 for Nutrition Services for the Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components;
2. A protest was filed by an unsuccessful bidder stating that the award was issued erroneously.
3. After review and evaluation of the (2) two bids submittals, the General Services Agency has determined that the protest is without merit;
4. The Director of Public Health and Social Services has reviewed the bid specifications and agrees that the failure to submit the previous three (3) years inspection reports by both bidders (S.H. Ent. & Basil Food Service) is a minor informality.


5. The review has been approved by both DPHSS and the initial review by the Office of the Attorney General, and the failure to continue would cause a break in the feeding of the seniors.
6. After consultation with both the Director, Department of Public Health & Social Services and the Chief Procurement Officer as well as the Deputy Attorney General this written determination is made to fulfill the requirement of 5GCA §5425(g)(1)(2);
7. Based on the need to provide the Nutrition Services for the seniors, it is determined that it is in the best interest of the Territory to proceed with the award for the Nutrition Services, Comprehensive Management, Operations and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Components;
8. As such, as stated above, pursuant to 5GCA §5425(g)(2), we hereby give the protestant two (2) days notice.

 11.30.2019

CLAUDIA S. ACFALLE DATE
Chief Procurement Officer

 11/30/19

LINDA UNPINGCO-DENORCEY DATE
Director, DPHSS

 11/30/19

KARL ESPALDON
Deputy Attorney General

EXHIBIT I



CAMACHO
CALVO
LAW GROUP LLC

ACKNOWLEDGEMENT COPY

RECEIVED BY

ang patastao

DATE

Nov. 22, 2019

4:24 pm.

November 22, 2019

VIA HAND DELIVERY

GENERAL SERVICES AGENCY
590 S. Marine Corps Drive, Suite 219
Tamuning, Guam 96932

Attn: Claudia Acfalle, *Chief Procurement Officer*

Re: PROTEST of Recommended Award to SH Enterprises, Inc.
IFB No. GSA-056-19

Dear Ms. Acfalle:

Basil Foods Industrial Services (“Basil”) protests the recommendation of award in favor of SH Enterprises, Inc. for Bid No. GSA-056-19 issued by GSA for Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home Delivered Meals Components. You may reach Basil through its attorneys, Camacho Calvo Law Group LLC, Geri E. Diaz, Esq., at 356 E. Marine Corps Drive, Suite 201, Hagatna, Guam 96910.

I. BASIL’S PROTEST IS TIMELY

Under Guam procurement law, an actual bidder who may be or has been aggrieved in connection with the method of source selection, solicitation or award of a contract may file a protest to the Chief Procurement Officer “in writing within fourteen (14) days after such aggrieved person knows or should know of the facts giving rise thereto.” 5 G.C.A. § 5425(a). The Supreme Court of Guam confirmed this timeline, and explained that the Guam Administrative Rules and Regulations (“GAR”) also prescribe the same time standards for filing a protest. Teleguam Holdings, LLC v. Guam, 15 Guam 13 ¶¶ 22-23.

At the time GSA issued the present bid, Basil was aware of certain facts related to SH Enterprises, Inc.’s (“SH”) previous operations. Primarily, Basil was awarded a similar contract after GSA terminated a contract with SH as a result of SH failing to maintain the proper sanitary rating from the Department of Public Health and Social Services (DPHSS). This contract with SH was terminated for cause. Throughout this IFB, GSA clearly requires all bidders to disclose whether they have had a public contract terminated for cause in the last three years. Additionally, each bidder is to disclose citations related to government contracts in the previous three years. A further requirement is that each bidder provide staffing patterns and job descriptions for its operation.

On November 8, 2019, GSA provided Basil a Bid Status declaring that SH had been awarded the contract, notwithstanding facts that should have disqualified SH as an irresponsible, nonresponsive bidder. See Exhibit A. Thus, on November 8, 2019, Basil became aware of facts that form the basis of the instant protest. Because this protest is filed within fourteen days of November 8, 2019, this protest is timely.

II. SH ENTERPRISES, INC. SHOULD BE INELIGIBLE TO RECEIVE AN AWARD BECAUSE IT IS NEITHER A RESPONSIVE NOR RESPONSIBLE BIDDER

Basil's instant protest is based on the facts that SH failed to disclose highly pertinent, available information clearly required by the IFB and knowingly provided misrepresentations in its bid. As such, SH cannot be considered a responsive or responsible bidder and should not be eligible for an award of the contract.

GSA issued Bid Invitation No. GSA-056-19 on October 10, 2019 for Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Congregate Meals and Home-Delivered Meals Components. Section 6 of the General Terms and Conditions plainly reads "Bidders shall comply with all specifications and other requirements of the Solicitation." Section 16 of the Terms and Conditions provides that a guiding factor in determining the lowest responsible bidder shall be "the quality of performance of the Bidder with regards to awards previously made to him."

In the Sealed Bid Solicitation Instructions for Statement of Qualifications, bidders are directed to provide information relative to their ability, capacity, and skill and the "quality of performance of the Bidder with regards to awards previously made to him." Under the Bidder Assurances required by Sections 2.4 and 2.5(f), each bidder is required to provide a list of citations in the areas of procurement, material weaknesses, and non-compliance with contract provisions if such bidder was awarded a government contract during the previous three years. Specifically, bidders are provided a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (page 38 of the IFB) wherein each bidder certifies, among other things, that its organization has not had a government contract terminated for cause within the last three years. Additionally, Section 7.2 of the IFB's Program Specifications demanded that each bidder submit a Staffing Pattern and Position Description of all positions for the Elderly Nutrition Program.

After receiving notice that an award to SH was recommended, Basil filed a Freedom of Information Act (FOIA) request on November 12, 2019 requesting documents submitted by SH in response to the IFB. See Exhibit B. Basil specifically requested the complete, full, and entire bid documents submitted by SH for IFB GSA-056-19. Additionally, Basil requested all notices, documents, correspondence, and communications issued or received by GSA in connection to Purchase Order No. P196E00314, including any documents related to the termination or cancellation of that contract issued to SH on March 28, 2019. The produced documents demonstrate that SH failed to fully disclose important information required by the IFB. Moreover, SH's Vice President Hui Sook Min willfully certified facts that were completely false.

In its Statement of Qualifications, SH indicates that it has been providing food catering services to clients including the Government of Guam since 1995. SH also states that it has furnished catering services to DPHSS Division of Senior Citizens. Interestingly, SH does not

disclose that it had an emergency procurement contract for the Elderly Nutrition Program for April 2019. Section 12.8 of the Program Specifications of that emergency procurement contract clearly states that in the event the vendor is issued a "C" rating from the Division of Environmental Health, DPH&SS, the vendor shall be terminated as the vendor of the ENP Nutrition Services.

A March 28, 2019 Purchase Order addressed to SH covers the Nutrition Services for the Elderly Nutrition Program for April 1, 2019 through April 30, 2019. See Exhibit C. An April 3, 2019 Food Establishment Inspection Report for SH notes thirty-eight (38) demerits and the issuance of a "C" rating from the Division of Environmental Health. See Exhibit D. On April 5, 2019, a Purchase Order addressed to Basil covered the Nutrition Services for the Elderly Nutrition Program for the period of April 8, 2019 through April 30, 2019. See Exhibit E. The series of events above clearly demonstrates that the emergency procurement contract for Nutrition Services for the Elderly Nutrition Program was awarded to SH, subsequently terminated by DPHSS for cause, and then awarded to Basil.¹ These facts are directly tied to a bidder's ability to perform the contract at issue as much information can be gleaned from a bidder's history. Further, any negative marks are required to be disclosed. These highly pertinent facts were specifically omitted by SH in its Statement of Qualifications.

Additionally, part of any procuring agency's review of the responsibility or ability of a bidder to successfully perform a contract is an evaluation of the bidder's ability to properly staff its operation. Thus, staffing patterns with job descriptions were required by the IFB. Basil's FOIA request included all documents submitted by SH in response to the IFB. A review of the documents submitted by SH, and which was received by Basil per the FOIA request, demonstrates that SH failed to provide the critical staffing documents in its bid package. This is a further instance of SH's knowing omission evincing SH's noncompliance with the IFB.

If an omission of relevant facts is severe, a willful misrepresentation is worse. Through the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion dated October 9, 2019 and submitted as part of SH's bid, SH Vice president Hui Sook Min certified that SH had "not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default." See Exhibit F. This certification is in direct conflict with the termination of the emergency procurement contract in April 2019, which is well within the three-year period. Further, while SH could have provided an explanation as to why it could not certify that it had not had a government contract terminated within the last three years, it failed to do so. Instead of disclosing complete information, SH chose to willfully misrepresent its past history of government contracts.

At the simplest level, the services contemplated by the present IFB are for our island's manāmkō'. Through the descriptions and requirements in the IFB, it is clear that the ultimate beneficiaries of this program are the most frail and vulnerable older adults who are an at risk population. Thus, it is of paramount importance that the vendor responsible for providing these critical services has the ability and integrity necessary to fully and successfully perform the

¹ Basil specifically requested any notices or other documents related to a termination of the emergency procurement contract for April 1, 2019 through April 30, 2019. Such documents were not provided to Basil.

contract. Guam law mandates that a contract is awarded to the "lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids." 5 G.C.A. § 5211(g).


SH's blatant failure to provide important information relative to its past performance of government contracts prevents a thorough review of its ability to perform the present contract. SH's omission of its past record and staffing information make it unresponsive to the IFB. More importantly, SH's willful, material misrepresentation that it has not had a government contract terminated for cause in the last three years is grave. Such conduct does not and cannot demonstrate the integrity and reliability necessary to assure good faith performance of any contract. As such, SH cannot be considered a responsive or a responsible bidder. Accordingly, SH should be disqualified from this IFB and any recommendation of an award should be revoked.

Based on the foregoing, Basil respectfully requests the following:

1. That this protest be granted;
2. That GSA reject SH Enterprises, Inc.'s bid as SH Enterprises, Inc. is not a responsible bidder;
3. That GSA revoke the recommendation of award to SH Enterprises, Inc.; and
4. For any other relief available to Basil under Guam law.

Sincerely,

CAMACHO CALVO LAW GROUP LLC


for Geri E. Diaz

Enclosures(s): Ex. A – Ex. F

GED/ZGD/abm
066987-00104.116035

EXHIBIT J



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	* AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	CBUCL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH			
AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

ISSUED TO COVER THE COST TO PROVIDE HOME-DELIVERED MEAL SERVICES. REF: IFB-GSA-056-19 ITEM NO. 2.0 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME-DELIVERED MEALS COMPONENT. VENDOR MUST COMPLY WITH ALL REQUIREMENTS/SPECIFICATIONS INCLUSIVE OF ALL THE TERMS AND CONDITIONS WHICH ARE MADE A PART OF THIS PURCHASE ORDER. PERIOD: 12/01/19 - 01/30/20 MONDAY THROUGH SUNDAY. COVERS: 1 THRU 2 MOS. OF A NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor. ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.	307731.80	Q201730022
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SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND IN GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS PRO. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THE NUMBER UPON ARRIVAL OF GOODS IN GUAM.	XXXXXXXXXXXX	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <i>C. Acalle</i> Claudia S. Acalle Chief Procurement Officer
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PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Piti, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER

No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	** AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	OBJCL 230
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH
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AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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<p>36 MOS. AGREEMENT</p> <p>1180 CLIENTS X \$6.49 PER MEAL = \$7,658.20 X 59 SERVICE DAYS = \$307,731.80</p> <p>HOLIDAYS ON: MON.DEC.9, 2019 OUR LADY OF CAMARIN DAY; WED. DEC. 25, 2019 CHRISTMAS DAY; AND WED. JAN. 1, 2020 NEW YEARS.</p> <p>POC: CHARLENE SAN NICOLAS 8638-3800 DPHSS</p> <p>***NOTHING FOLLOWS***</p> <p>NOTE: THE GOVERNMENT OF GUAM WILL NOT BE RESPONSIBLE FOR 'UNAUTHORIZED' PURCHASES OR SERVICES. Note: Amounts due this Purchase Order may be off set for monies due the Government plus for accordingly of Guam inclusive of but not limited to taxes, fees, and returned checks other damages, penalties, and Attorney's fees, after failure to pay To be coordinated between the agency and vendor ALL LATE DELIVERIES AND ACCEPTANCES ARE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE IN SECTION 6101(9) (a) OF THE GAR.</p>					
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<p>SPECIAL INSTRUCTIONS TO VENDOR:</p> <p>B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910.</p> <p>C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.</p> <p>D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE.</p> <p>E. ** THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID.</p> <p>F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.</p>	307731.80	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
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<p>CONTRACTOR: PLEASE SUPPLY PROMPTLY THE ABOVE ARTICLES OR SERVICES. ALL CORRESPONDENCE PERTAINING TO THIS ORDER INCLUDING INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ABOVE. SEE REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.</p>	<p>ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/></p>	<p>SIGNATURE: <i>C. Acalle</i></p> <p>NAME: Claudia S. Acalle TITLE: Chief Procurement Officer</p>
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Control No.

ORIGINAL/VENDOR'S COPY

Digitally Approved on: 11/8/2019



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM
 148 Route 1
 Marine Drive
 P.H., Guam 96926

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841
 MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	OBJCL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.					

TO: CALIFORNIA MART S.H. ENTERPRISES, INC. P.O. BOX 9730 TAMUNING, GU 96931 Telephone: 671 649-0521 Fax: 671 649-0527 Email:	VENDOR 50097959	CONSIGNEE, DESTINATION & MARKING DEPT OF PUBLIC HEALTH & SOCIAL SERVICES 123 CHALAN KARETA RTE. 10 MANGILAO, GU 96923-0000 TIT-IIIC2 HOME DEL MEAL OVRMCH			
AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acknowledgment copy of this order must be signed and returned advising approximate or definite shipping date.
2. No variation in any of the terms, conditions, deliveries, prices, quantity, quality, or specification on this order, irrespective of the wording of the seller's acceptance, will be effective without buyer's written consent.
3. Packing list must accompany each shipment, showing our order number, description and part/serial number for each item.
4. Shipments must be identified as "PARTIAL" or "COMPLETE".
5. Material is subject to buyer's inspection and approval within a reasonable time after delivery; if specifications are not met, material shall be returned at seller's expense.
6. In connection with any prompt payment discount offered, time will be computed from date of delivery and acceptance at destination, or from the date the correct invoice or voucher is received in the office specified by the Government of Guam, if the latter is later than date of delivery and acceptance. Payment is deemed to be made, for the purpose of earning discount, on the date of the mailing of the check.
7. Overshipments, unless specifically authorized, will not be accepted.
8. In connection with bid awards and contracts, this purchase order shall be governed by the Special Provisions and Bid General Terms and Conditions as specified.

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND BID GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BID. F. * * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.80	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
	↑ TOTAL ↑	← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.

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		NAME: Claudia S. Acfalle TITLE: Chief Procurement Officer



PURCHASE ORDER
 GENERAL SERVICES AGENCY
 DEPARTMENT OF ADMINISTRATION
 GOVERNMENT OF GUAM

148 Route 1
 Marine Drive
 Pfi, Guam 96925

TRAN CODE

THIS PURCHASE ORDER NUMBER
No. P206A00841

MUST APPEAR ON ALL INVOICES
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

F.O.B.	AIR FREIGHT TEL CONTACT	SHIP VIA:	DATE 11/08/2019	JOB ORDER NO. 173020004230	CBICL 230
PREPAID SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE					

TO:

CALIFORNIA MART
 S.H. ENTERPRISES, INC.
 P.O. BOX 9730
 TAMUNING, GU 96931
 Telephone: 671 649-0521 Fax: 671 649-0527
 Email:

VENDOR

50097959

CONSIGNEE, DESTINATION & MARKING

DEPT OF PUBLIC HEALTH
 & SOCIAL SERVICES
 123 CHALAN KARETA RTE. 10
 MANGILAO, GU 96923-0000

TIT-IIIC2 HOME DEL MEAL OVRMCH

AUTHORITY 3109	** INVITATION NO. GSA-056-19	** CONTRACT NO.	TIME FOR DELIVERY SEE BELOW	EXPIRING	DISCOUNT TERMS:
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* * * * *

V E N D O R A C K N O W L E D G M E N T

* * * * *

RETURN TO SUPPLY MANAGEMENT DIVISION

DATE OF RECEIPT OF THIS ORDER 11-8-19

SIGNATURE [Signature]

* * * * *

* * * * *

R E C E I V I N G R E P O R T C O P Y

* * * * *

I CERTIFY THE ABOVE ARTICLES AND/OR SERVICES HAVE/HAS BEEN
 RECEIVED AND/OR RENDERED AND THE SAME HAS BEEN INSPECTED
 AND ACCEPTED EXCEPT AS OTHERWISE NOTED HEREIN.

DATE RECEIVED: _____ SIGNATURE: _____

* * * * *

SPECIAL INSTRUCTIONS TO VENDOR: B. SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO DIVISION OF ACCOUNTS, DEPARTMENT OF ADMINISTRATION, GOVERNMENT OF GUAM, P.O. BOX 884, AGANA, GUAM 96910. C. PAYMENT IN THIRTY (30) DAYS UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. D. THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE. E. * THIS ORDER IS SUBJECT TO THE SPECIAL PROVISIONS, AND TO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS BRO. F. * ON ALL AIR SHIPMENTS HAVE AIR FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS IN GUAM.	307731.80 ↑ TOTAL ↑	A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL. ← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT.
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ADVANCE PAYMENT AUTHORIZATION PAYMENT ENCLOSED <input type="checkbox"/>	SIGNATURE: <u>[Signature]</u> NAME: <u>Claudia S. Actalle</u> TITLE: <u>Chief Procurement Officer</u>
--	--

Digitally Approved on: 11/8/2019

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730G004230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
11/08/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
1	ISSUED TO COVER THE COST TO PROVIDE HOME-DELIVERED MEAL SERVICES. REF: IFB-GSA-056-19 ITEM NO. 2.0 NUTRITION SERVICES FOR THE COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE ELDERLY NUTRITION PROGRAM, HOME-DELIVERED MEALS COMPONENT. MUST COMPLY WITH ALL TERMS AND CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF THE BID. PERIOD OF COVERAGE: DECEMBER 2019 THROUGH JANUARY 2020, MONDAY THROUGH SUNDAY.	LOT	1	307731.80	307731.80

TOTAL =====> 307731.80

JUSTIFICATION:

AUTHORIZED PERSONNEL/POC:
TEL. NO. 735-7415/21.

PATRICE J. HARA OR DARYL DIRAS

** PRINT NAME & SIGN

() APPROVAL () DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

CONTINUED ON NEXT PAGE

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
11/08/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 11/08/2019

ITEM NO.	DESCRIPTION OF ITEM	UOM	QTY	UNIT PRICE	AMOUNT
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	HOLIDAYS ON: MON.DEC.9, 2019 OUR LADY OF CAMARIN DAY; WED. DEC. 25, 2019 CHRISTMAS DAY; AND WED. JAN. 1, 2020 NEW YEARS. SUPPLEMENTAL PO TO BE PROVIDED				

TOTAL =====> 307731.80

JUSTIFICATION:

AUTHORIZED PERSONNEL/POC:
TEL. NO. 735-7415/21.

PATRICE J. HARA OR DARYL DIRAS

** PRINT NAME & SIGN

() APPROVAL

() DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
11/08/2019

SUBMITTED BY:
San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE | SIGNATURE | DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD | REQUEST DATE: 11/08/2019

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JUSTIFICATION:
AUTHORIZED PERSONNEL/POC: PATRICE J. HARA OR DARYL DIRAS
TEL. NO. 735-7415/21.

** PRINT NAME & SIGN | () APPROVAL | () DISAPPROVAL

_____|_____|_____|_____|_____|_____|

RECEIVED BY | DATE | APPROVING AUTHORITY (DIRECTOR)

(CERTIFYING OFFICER) |

ASSIGNED BUYER: GSATEDTC

REQUISITION IFB

REQUISITION #: Q201730022
APPROPRIATION: 5100A201730GA004230

TO: PROCUREMENT FACILITIES MGMT.DIVISION ADMINISTRATOR | ENCUMBERED DATE
11/08/2019

SUBMITTED BY:

San Nicolas, Charlene D. - DPHSS
AUTHORIZED DEPARTMENT REPRESENTATIVE

SIGNATURE

DATE

DEPARTMENT/DIVISION: SENIOR CITIZEN STATE AGENCY AD REQUEST DATE: 11/08/2019

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TEL. NO. 735-7415/21.

PATRICE J. HARA OR DARYL DIRAS

** PRINT NAME & SIGN

() APPROVAL

() DISAPPROVAL

RECEIVED BY DATE
(CERTIFYING OFFICER)

APPROVING AUTHORITY (DIRECTOR)

EXHIBIT K

SPECS: REF: Q191730054

ACKNOWLEDGEMENT COPY
 RECEIVE BY [Signature]
 DATE 7/16/19 11:10 AM
 via EST Procurement

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	1/2 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	1/2 pint low fat or skim.
f.	Fruits	1/2 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/Talofoto.
 - 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 except on the following observed holiday: May 27, 2019 Memorial Day.
- 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 typed legibly in size 12 font and 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/Talofof 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 whose Sanitary Permit is suspended by 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. Failure to comply with this section shall result in a fine of \$10,000.00 per day.
 - 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 -----