

**REQUEST FOR PROPOSALS
FOR FY 2022
DALLAS AREA AGENCY ON AGING**

I. Purpose

The Dallas Area Agency on Aging (DAAA), a project of the Community Council of Greater Dallas (CCGD), is the agency designated by the Texas Health and Human Services (HHS) as responsible for planning and developing a system of service delivery for persons 60 years of age and older residing in Dallas County. DAAA annually subcontracts federal and state funds to a number of local governments, private non-profit and private for-profit organizations to provide nutrition and social services to older individuals and their caregivers.

The purpose of this Request for Proposal (RFP) is to solicit written proposals for services to be provided under Title III of the Older Americans Act, as amended. The project period to be covered in response to this request is October 1, 2021, through September 30, 2022.

DAAA is seeking proposals from qualified entities to provide:

- Caregiver Information Services
- Congregate Meals
- Home-delivered Meals
- Information, Referral and Assistance
- Instruction & Training
- Mental Health Services
- Ombudsman
- Participant Assessment
- Physical Fitness
- Senior Center Operations
- Transportation

Service Recipients: Programs must be open to all persons 60+. There is no means testing for participant eligibility. Membership in any specific private organization, group, association, or fraternal organization cannot be required for participation in services. Although providers may not charge fees to participants, they are required to develop policies and procedures to elicit contributions from participants. Participants cannot be denied service based on unwillingness/inability to contribute to the cost of their services. "Program Income," as these client contributions are called, must be budgeted, tracked, and used to expand the program. The provision of all services must comply with the Civil Rights Act of 1964 and with Section 504 of the Rehabilitation Act of 1973 as amended, related legislation, and the Americans with Disabilities Act. (See AAA Assurances and Certifications)

EVENT SCHEDULE

RFP Issued
Pre-Proposal Conference Held
RFP Submissions Due
Proposals Evaluated
Funding Decisions Made
Contracts Begin

DATE

Wednesday, July 14, 2021
Monday, July 19, 2021, 2:00 pm via Zoom
Friday, August 13, 2021
August 16 – August 27, 2021
Friday, September 3, 2021
October 1, 2021

RFP SUBMISSION INSTRUCTIONS

Proposal responses must be received in the Community Council of Greater Dallas office by mail no later than **Friday, August 13, 2021, at 5:00 pm**. Responses must be received at the address below, marked as “Confidential”, and identified as “DAAA FY 2022 Subrecipient Proposal” in the bottom left-hand corner of each envelope.

Submit to:

Community Council of Greater Dallas
Dallas Area Agency on Aging
Attn: Sandra Luz, Contracts Manager
1341 W. Mockingbird Ln., Suite 1000W
Dallas, TX 75247

For mailed proposals a return receipt is recommended. Hand-delivered proposals are being accepted this year, ask for a delivery receipt. Faxed proposals will not be accepted. CCGD reserves the right to reject electronic mail, fax, and late responses.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless proposer indicates a portion of the proposal is proprietary, will be subject to public inspection in accordance with the Open Records Act. All information obtained during the course of this RFP will become the property of CCGD.

All proposals must be signed by a person who is authorized to sign contracts on behalf of the entity submitting the proposal.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A proposal that is in the possession of CCGD may be modified by letter or fax transmission bearing the signature of the person authorized for bidding, provided it is received prior to the submission deadline.

A proposal that is in the possession of CCGD may be withdrawn by the person authorized for bidding, either in person or by written request, up to the time of the submission deadline.

PERIOD OF PERFORMANCE

Contracts awarded for all programs included in this RFP begin on October 1, 2021 and terminate September 30, 2022. CCGD may decide to issue one-year contract extension for FY 2023 to grantees who have satisfied the terms of their contracts. CCGD reserves the right to renegotiate remuneration for FY 2023 activities prior to the issuance of FY 2023 contract extension.

REMUNERATION

CCGD shall establish maximum funding levels for successful proposers. Depending on the service category, CCGD will reimburse providers on a unit cost rate or cost-reimbursement basis per their contract after program costs are incurred and reported to DAAA through monthly reports. Reimbursement requests are reviewed monthly to ensure that the budgeted local funds and/or program income are expended at the same time as the federal funds. However, the provider must be able to operate the program with non-Federal funding until Title III funds become available. At the beginning of the contract period, there may be a delay of several months until Title III funds become available. The provision of all services must comply with all federal and state legislation related to that service, including match requirements detailed in the Narrative instructions.

SELECTION CRITERIA

Proposals will be evaluated on the following criteria:

- a. Targeting and Outreach – 20 points
In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the degree to which the program targets those in priority populations under the Older Americans Act,

e.g. older persons with greatest economic need, greatest social need, severe disabilities, limited English proficiency, Alzheimer's and related disorders with neurological and organic brain dysfunction, and/or at risk of institutional placement. accommodates such persons' needs, and effectiveness of strategies used to inform eligible persons of program services.
- b. Potential Program Effectiveness – 25 points

In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the clarity of goals, objectives and outcomes meaningful to the target population, the appropriateness of program methods, track record, consistency with governing laws and regulations, and the degree to which activities are subject to ongoing evaluation.
- c. Sources of Financial Support, Service Volumes, and Program Cost – 20 points

The proposal will be rated on the basis of the overall cost effectiveness of the proposed services, the ability to meet (or exceed) the required 10%, the projected cost per unit of service, and projected cost per unduplicated client (where applicable).

MATCH Calculation: At least 10% match is calculated as 1/9 of Title III dollars requested. Match may be made up of Local Cash and In-Kind – do not include program income in match calculation.
- d. Performance Record – 25 points

The proposal will be rated in terms of the applicant's demonstrated capability for administering proposed services, providing necessary programmatic and fiscal controls, and ensuring client satisfaction. Organizations that have not contracted

with DAAA may submit their most recent audits as evidence of their ability to provide fiscal controls.

e. Staff Capability – 10 points

The proposal will be rated on the basis of breadth and depth of staffing, clarity of job descriptions, and staff qualifications.

f. Responsiveness to RFP – 5 points

The proposal will be rated in terms of the degree to which all required narrative and forms are included in the proposal and are technically correct. In evaluating proposals, the Proposal Review Subcommittee will consider such things as: the specificity of response to narrative questions; the internal consistency of data presented; the inclusion of required forms and documents; and the degree to which RFP instructions are followed.

The maximum number of points that may be awarded is 105.

Contract Considerations:

CCGD shall have the ability to conduct negotiations regarding certain elements of the program, including but not limited to scope of services, type of services, and funding levels.

APPEAL PROCESS

Any Proposer denied a contract has the right to appeal that decision. The Texas Health and Human Services (HHS) appeal procedures are available through DAAA.

Contract Award. The award of any contract based on proposals received in response to this RFP is contingent on CCGD receiving adequate Title III funds from the Texas Health and Human Services (HHS). CCGD reserves the right to award a contract without further negotiation of proposal content or budget. Therefore, the proposals must be complete and technically correct at time of submission.

Changes in state and/or federal legislation may result in a requirement to re-negotiate contracts at any time. Any costs incurred by the Proposer prior to the commencement date of a contract may not be paid from contract funds and will not be reimbursed by CCGD.

This RFP does not obligate CCGD to award a contract or to procure or contract for services. CCGD reserves the right to reject any or all proposals received in response to this RFP.

REPORTING REQUIREMENTS

Contractor must maintain fiscal records and supporting documents for all expenditures of funds under this grant in a manner which conforms with reasonable requirements of DAAA and with generally accepted accounting procedures.

Contractors must submit various reports to DAAA. Monthly reports must be received on the 6th day of each month and shall include all data for the previous month. In the event that the 6th falls on a weekend or holiday, monthly reports shall be due by close of business on the prior workday. Late, incomplete, and/or incorrect reports may result in delayed payments, sanctions and/or penalties. Reports to be submitted include, but are not limited to:

1. Monthly reimbursement request. For example, services on a cost reimbursement basis document total actual costs incurred by provider previous contract calendar month, the amount of such costs to be covered by contractor's match and program income, and the amount of such costs for which the contractor seeks payment from DAAA, including all required back-up documentation.
2. Monthly report of programmatic activity, which includes program-specific data related to the service category, including all required back-up documentation.

Congregate Meals and Home Delivered Meals contractors must use the WellSky Aging and Disability System, formerly known as SAMS (Social Assistance Management System) computer software to track and report service and participant statistics.

3. Contracting organizations must provide an annual audit. The audit format is based on the amount of federal funds received from all sources. Organizations that receive \$750,000 or more federal funding in total must be audited in accordance with the OMB Super Circular Title 2 Subtitle A Chapter II Part 200 Subpart F.
4. Other periodic reports, as may be required.

HHS SERVICE DEFINITIONS FOR AREA AGENCIES ON AGING

CAREGIVER INFORMATION SERVICES

The dissemination of accurate, timely and relevant information for informal caregivers, older relative caregivers caring for children 18 years of age and under; and the public through publications, large group presentations, seminars, health fairs and mass media. Developing a resource library and other informational resources for use in the dissemination of caregiver information is a component of this service.

Unit of Service: One activity.

Count only one activity for each event. If provided in a group meeting or an event such as a health fair, each person receives a service; therefore, each eligible person is counted as one contact.

Direct Service Waiver Required:

No.

Method of Service Provision:

This service may be provided directly or by a subrecipient of the AAA.

Reimbursement Methodology by AAA:

Fixed Unit Rate, plus expenses, or Cost Reimbursement

Reimbursement

CONGREGATE MEALS

A hot or other appropriate meal served to an eligible older person which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture and the Secretary of Health and Human Services, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older people. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the recipients.

- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the person by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The Administration on Aging defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a person. These meals require a doctor's prescription and close monitoring.

Note: Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor or dietitian/nutritionist or authorized because of a need identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (CNE). The circumstance would dictate the follow-up.

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| <u>Unit of Service:</u> | One Meal. |
| <u>Direct Service Waiver Required:</u> | Yes. |
| <u>Method of Service Provision:</u> | This service may be provided by a subrecipient of the AAA or authorized by a care coordinator on behalf of an eligible person for purchase through a contractor. If requirements are met, this service may also be authorized through Data Management. |

Reimbursement Methodology by AAA: Fixed Unit Rate per Meal served.

HOME DELIVERED MEALS

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture and the Secretary of Health and Human Services and is delivered to an eligible person in their place of residence. The objective is to reduce food insecurity and help the eligible person sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the eligible people.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the eligible person by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The Administration on Aging defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a person. These meals require a doctor's prescription and close monitoring.

Note: Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor or dietitian/nutritionist or authorized because of a need identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight.

These items are not considered meals (stand-alone) and must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, either through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Unit of Service: One Meal.
Direct Service Waiver Required: Yes.
Method of Service Provision: This service may be provided by a subrecipient of the AAA or authorized by a care coordinator on behalf of an eligible person for purchase through a contractor. If requirements are met, this service may also be authorized through Data Management.

Reimbursement Methodology by AAA: Fixed Unit Rate per Meal Served.

INFORMATION, REFERRAL AND ASSISTANCE

Consists of activities such as assessing the needs of the inquirer, evaluating appropriate resources, assessing appropriate response modes, indicating organizations capable of meeting those needs, providing enough information about each organization to help inquirers make an informed choice, helping inquirers for whom services are unavailable by locating alternative resources and, when necessary, actively participating in linking the inquirer to needed services, and following up on referrals to ensure the service was provided.

Unit of Service: One Contact. Count one contact for every communication with or on the behalf of an eligible person, regardless of the type of contact (initial, follow-up, accessing services) ***and***
Estimated Persons Count: Count only the initial inquiry during a reporting month from an older person, caregiver or a person calling on behalf of an older person or caregiver.
Direct Service Waiver Required: No.
Method of Service Provision: This service may be provided directly or by a subrecipient of the AAA.
Reimbursement Methodology by AAA: Fixed Unit Rate or Cost Reimbursement

INSTRUCTION AND TRAINING

Provide experience or knowledge to people or professionals working with an older person to acquire skills in a formal, informal, or in individual or group settings.

Unit of Service: One Contact. Each person in a training session receives a service; therefore, each eligible person is counted as one contact.
Direct Service Waiver Required: No.
Method of Service Provision: This service may be provided directly, provided by a subrecipient of the AAA, or authorized by a care coordinator on behalf of an eligible person for purchase through a contractor.
Reimbursement Methodology by AAA: Cost Reimbursement.

MENTAL HEALTH SERVICES

Assessment by a mental health professional to determine a need for mental health service(s) (diagnosis/screening) or the provision of services to support and improve the emotional well-being of a person. Mental health services shall be provided to a person who has mental health, emotional or socialization needs. The person may require support services, treatment and additional referrals to address these needs. Such support services may include education, prevention, screening, referral and intervention.

Unit of Service: One Contact.
Direct Service Waiver Required: Waiver not available.
Method of Service Provision: This service may only be authorized by a care coordinator on behalf of an eligible person for purchase through a contractor.

Reimbursement Methodology by AAA: Variable.

OMBUDSMAN

Services to protect the health, safety, welfare, and rights of residents of nursing facilities and assisted living facilities, including identifying, investigating, and resolving complaints that are made by, or on behalf of, residents. Further detail is provided in the Older Americans Act, Section 712.

Unit of Service: None.
Direct Service Waiver Required: No.
Method of Service Provision: This service may be provided directly or by subrecipient of the AAA.

Reimbursement Methodology by AAA: Cost Reimbursement.

PARTICIPANT ASSESSMENT – NUTRITION SERVICES

Activities directly related to the initial assessment and required reassessment of a person for congregate and home-delivered meals.

Unit of Service: One Contact. One complete assessment or one complete re-assessment is one contact.
Direct Service Waiver Required: Waiver not available.
Method of Service Provision: This service may be provided by a subrecipient of the AAA or authorized by a care coordinator on behalf of an eligible person for purchase through a contractor. If requirements are met, this service may also be authorized through Data Management.

Reimbursement Methodology by AAA: Fixed Unit Rate per Contact

PHYSICAL FITNESS

Physical activities that sustain or improve physical and mental health. This may include exercise to increase endurance (e.g., cardiovascular, and muscular), strength, flexibility, balance, or coordination/agility.

Unit of Service: One Contact. Each eligible person in a physical fitness session receives a service; therefore, each person is counted as one contact.

Direct Service Waiver Required: Yes.
Method of Service Provision: This service may be provided by a subrecipient of the AAA.

Reimbursement Methodology by AAA: Cost Reimbursement.

SENIOR CENTER OPERATIONS

The operation of community facilities where older people meet together to pursue mutual interests, receive services and take part in activities which will enhance their quality of life, support their independence, and encourage their continued involvement in and with the community.

Unit of Service: None.
Direct Service Waiver Required: Waiver not available.
Method of Service Provision: This service may be provided by a subrecipient of the AAA.

Reimbursement Methodology by AAA: Cost Reimbursement.

TRANSPORTATION

Taking an older person from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response - Transportation designed to carry an older person from specific origin to specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.
- Fixed Route - Transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules. The fixed-route does not vary and the provider strives to reach each transit stop at the scheduled time. The older person does not reserve a ride as in a demand-response system; the person simply goes to the designated location and at the designated time to gain access to the transit system.

Unit of Service: One, One-way
Trip Direct Service Waiver Required: Yes.
Method of Service Provision: This service may be provided by a subrecipient of the AAA or authorized by a care coordinator on behalf of an eligible person for purchase through a contractor. If requirements are met, this service may also be authorized through Data Management.

Reimbursement Methodology by AAA: Fixed Unit Rate per One-Way Trip.

1. Texas Dept. on Aging Standards:

TAC.40 §85.302, Nutrition Service Standards

- TAC.40 §85.301, Transportation Service Standards
- TAC.40 §85.309 Senior Centers

[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=3&ti=40&pt=1](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=40&pt=1)

2. P.L. 100-175, Older Americans Act of 1965, as amended.

<https://www.gpo.gov/fdsys/pkg/STATUTE-101/pdf/STATUTE-101-Pg926.pdf>

3. Regulations pertaining to Grants for State and Community Programs on Aging as follows:

- 7 CFR, Part 250
- 45 CFR, Part 74 (applies to specific bidders)
- 45 CFR, Part 80
- 45 CFR, Part 84
- 45 CFR, Part 91
- 45 CFR, Part 92 (The Common Rule)

[7 CFR Part 250 - DONATION OF FOODS FOR USE IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS AND AREAS UNDER ITS JURISDICTION | CFR | US Law | LII / Legal Information Institute \(cornell.edu\)](https://www.gpo.gov/fdsys/granule/CFR-2000-title45-vol1/CFR-2000-title45-vol1-part74)

<https://www.gpo.gov/fdsys/granule/CFR-2000-title45-vol1/CFR-2000-title45-vol1-part74>

<https://www.gpo.gov/fdsys/search/searchresults.action?st=45+CFR+PART+80>

<https://www.gpo.gov/fdsys/search/search.action?na=&se=&sm=&flr=&rcode=&dateBrowse=&govAuthBrowse=&collection=&historical=false&st=45+CFR+PART+84&=45+CFR+PART+80&psh=&sbh=&tfh=&originalSearch=&fromState=&sb=re&ps=10&sb=re&ps=10>

<https://www.bing.com/search?q=45%20cfr%20part%2091&qsn=&form=QBRE&sp=-1&pq=45%20cfr%20part%2091&sc=8-14&sk=&cvid=076D7A407A0340BEB30839EA7F1BC945>

<https://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol1/CFR-2011-title45-vol1-part92>

4. OMB Super Circulars 2 CFR 200

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

5. Title VI of the Civil Rights Act of 1964

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

6. Section 504 of the Rehabilitation Act of 1973

[Section 504, Rehabilitation Act of 1973 | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eo/12813)

7. Age Discrimination Act of 1975

http://www.dol.gov/oasam/regs/statutes/age_act.htm

8. Americans with Disabilities Act of 1991, as applicable Texas Department of Aging and Disability Services Policies & Rules as published in the Texas Register under Chapter 251, et seq. (Title 40, Part IX, Texas Administrative Code.)

http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

9. SPURS Job Aids, Training Manuals and Forms

- Nutrition Programs Job Aids

[SPURS Project-SAMS Application - FAQs \(texas.gov\)](#)

The most current demographic section of the DAAA Area Plan is available by request to Sandra Luz, sluz@ccadvantage.org, 214-954-4274 and Francheska Dixon, fdixon@ccadvantage.org, 214-954-4221.

PROPOSAL RESPONSE FORMAT

Submit one original and one (1) copy of the proposal by **Friday, August 13, 2021, by 5:00 pm**. Do not bind the original.

PRE-PROPOSAL CONFERENCE

DAAA will conduct a Pre-Proposal Conference on Monday, July 19, 2021, at 2:00 p.m., via Zoom.

QUESTIONS

Except for questions posed during the pre-proposal conference, all questions concerning this request for proposals must be in writing and be received by CCGD by e-mail. Submit questions to:

Sandra Luz, Contracts Manager
Dallas Area Agency on Aging
Email: sluz@ccadvantage.org

DAAA will issue written replies to all known prospective proposers, without identifying those who submit questions.

GENERAL TERMS AND CONDITIONS

- A. CCGD reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time.
- B. A response to this Request for Proposal (RFP) does not commit CCGD to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response. CCGD reserves the right to negotiate the final terms of any and all contracts with proposers selected. Such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet agency needs.
- C. CCGD reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. CCGD will provide notification of such changes to all proposers recorded in the official record as having received or requested an RFP.
- D. CCGD reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers.

- E. CCGD reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior or subsequent to the award of a purchase agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of the purchase agreement award.
- F. CCGD reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- G. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of CCGD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- H. No employee, officer or agent of CCGD shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.
- I. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- J. All proposals submitted must be an original work product of the proposers. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder, as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.
- K. The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit CCGD to pay for costs incurred prior to the execution of a formal contract.
- L. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to CCGD as a result of the proposer's failure to contract may be recovered from the proposer.
- M. A contract with the selected provider may be withheld at sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by CCGD if resolution is not satisfactory to CCGD.
- N. CCGD is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.
- O. At all times during the term of a contract with CCGD, the provider shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements as required by law and shall require all sub-recipients or contractors performing work for which the same liabilities may apply under this contract to do likewise. The provider may cause the insurance to be in effect in whole or in part by the sub-recipients or contractors under the terms of their agreements. DAAA reserves the right to waive or modify insurance requirements at its sole discretion.

- P. Provider covenants and agrees to indemnify, hold harmless, and defend CCGD, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the provider, its officers, agents, servants, employees, sub-recipients or contractors, and the provider does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the provider, its officers, agents, servants, employees, sub-recipients or contractors to the extent permitted by law.
- Q. Confidential or proprietary information of the proposer will not be disclosed to the proposer's competitors. The proposer shall clearly identify in its response elements of the proposal that are considered proprietary. The proprietary information shall be separated from the rest of the proposal. Neither the proposal, in its entirety, nor the proposal price can be considered confidential or proprietary. All proposals are subject to terms of open records regulations. However, they are not available to the public until after award of the contract.