Request for Proposals

RFP# ESD 112-15-21

Issued by:



2500 NE 65th Ave Vancouver, WA 98661

Request for Proposals for:

Prepackaged Meal Preparation Service

Issue Date:

October 22, 2021

PROPOSALS ARE DUE BY 2:00 PM ON November 19, 2021



BRIEF SCOPE OF SERVICES

ESD 112 seeks a vendor to provide prepackaged meal preparation service for our Early Care and Education Department to support our child care centers.

PROJECT TIMETABLE

RFP Release	October 22, 2021
Mandatory Dro Droposal Masting	11:00 a.m., Tuesday,
Mandatory Pre-Proposal Meeting	November 2, 2021, via Zoom
Deadline for Questions	November 10, 2021
Proposals Due	2:00 pm November 19, 2021
Proposed Contract Start Date	January 3, 2022

SUBMITTAL OF BID

Submit one (1) original, one (1) digital copy. <u>Proposal(s) shall be sealed and clearly marked on the package cover as shown below:</u>

Educational Service District 112 Attention: Jeff Strunk, Purchasing Manager 2500 NE 65th Avenue Vancouver, WA 98661-6812

CONFIDENTIAL: DO NOT OPEN SEALED BID ENCLOSED

RFP # ESD 112-15-21, - Prepackaged Meal Preparation Service

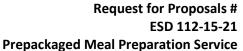
Refer all questions in writing to:

Jeff Strunk, Purchasing Manager Educational Service District 112 Jeff.Strunk@esd112.org

ESD 112 RFP SITE:

All questions and answers will be posted at https://www.esd112.org/itb-rfp-rfq-contracts/.

Please email us if you plan on participating in this RFP process so we can add you to the plan holders list. We will then be able to include you on any future emails regarding questions and answers or addenda.





GENERAL TERMS AND CONDITIONS

ADMINISTRATIVE REQUIREMENTS -

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington. ALL proposals submitted become the property of ESD 112. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. ESD 112 has the right to reject or accept proprietary information.

<u>AUTHORSHIP</u> – Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from RFP.

CANCELLATION OF AWARD - ESD 112

reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations, policies, or other business needs make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, ESD 112 reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

<u>CONFIDENTIALLY</u> – Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST – All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of ESD 112 or the appropriate Advisory Board may have in the proposing agency or proposed project.

<u>CONSORTIUM OF AGENCIES</u> – Any consortium of companies or agencies submitting a proposal

must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award(s) will not be final until ESD 112 and the prospective contractor(s) have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. ESD 112 is not responsible for any costs incurred prior to the effective date of the contract. ESD 112 reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal shall be submitted in final form from a budgetary, technical and programmatic standpoint.

<u>DISPUTES</u> – ESD 112 encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of the RFP. Written complaints should be addressed to ESD 112, Purchasing Manager, 2500 NE 65th Avenue, Vancouver WA 98661.

DIVERSITY IN EMPLOYMENT AND

CONTRACTING REQUIREMENTS – It is the policy of ESD 112 to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. ESD 112 is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all ESD 112 services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be



discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

INDEPENDENT PRICE DETERMINATION – The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

<u>LIMITATION</u> – This RFP does not commit ESD 112 to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

<u>LATE PROPOSALS</u> – A proposal received after the date and time indicated will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS – An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS

- In addition, auditing or monitoring for the following purposes will be conducted at the discretion of ESD 112: fund accountability, contract compliance, and program performance.

<u>PRICE WARRANT</u> – The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

<u>PROTESTS</u> – must be submitted in writing to the ESD 112 Purchasing Manager, within five days of award.

PUBLIC SAFETY – may require background checks if stipulated below. May also require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to verify employer and display it upon request to security personnel. ESD 112 managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION/ACCEPTANCE OF

PROPOSALS – ESD 112 reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive informalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of ESD 112 to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of ESD 112. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

<u>VERBAL PROPOSALS</u> – Verbal proposals will not be considered in making the award of any contract as a result of this RFP.



SCOPE OF SERVICES

ESD 112's Early Care and Education programs provide high-quality child care, Early Head Start, and ECEAP services to children ages birth to five. Meal services would serve approximately 427 children across these programs at seven early learning centers within the Clark County area. Our early learning programs operate on school year (10 months) and year round (12 months) calendars. Meals provided must be developmentally appropriate for the child's age, and must meet all CACFP standards, to include meal content, as well as food health and safety guidelines in meal preparation.

Our four-week cycle menu and sample recipes are provided in the Additional Documents section below.

Breakdown by site and student group:

Location	Breakfast	Lunch
Central Park	11,250	11,250
Inf/Todd	4,080	4,080
Preschool	7,170	7,170
Fruit Valley	4,335	4,335
Inf/Todd	2,040	2,040
Preschool	2,295	2,295
Hough	15,483	15,483
Inf/Todd	6,120	6,120
Preschool	9,363	9,363
Hudson's Bay	4,180	4,180
Inf/Todd	1,520	1,520
Inf/Todd/PS	2,660	2,660
Minnehaha	6,651	6,651
Preschool	6,651	6,651
Nierenberg	11,220	11,220
Inf/Todd	3,570	3,570
Preschool	7,650	7,650
Park Crest	16,605	16,605
Inf/Todd	6,120	6,120
Preschool	10,485	10,485
Grand Total	69,724	69,724

Early Care and Education Center Addresses:

Central Park	2115 East McLoughin	Vancouver, WA	98661
Fruit Valley	3410 Fruit Valley Road	Vancouver, WA	98660
Hough	1801 Esther Street	Vancouver, WA	98660
Hudson's Bay	1601 E. McLoughlin Blvd.	Vancouver, WA	98663
Minnehaha	4517 NE St. Johns Road	Vancouver, WA	98661



Nierenberg	105 S. Lieser Road	Vancouver, WA	98664
Park Crest	712 Parkcrest Avenue	Vancouver, WA	98683

Additional Documents:

CACFP Crediting Handbook

CACFP Rules

Recipes

Four Cycle and Seasonal Menus

TERM

The initial Contract period will be two (2) years from, January 1, 2022 through December 31, 2023. This Contract may be extended for additional periods beginning January 1, 2023 if mutually agreed, but no greater than five (5) years in total. Furthermore, the Contract is subject to no less than thirty (30) days written cancellation notice by the Contractor or ESD 112. Rates will be allowed to escalate at the beginning of each contract period. Awarded. Contractor shall request approval in writing to the ESD112. Such requests should include an explanation of why the increase is being requested along with an updated Cost Proposal – Submittal form F.

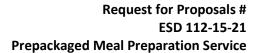
CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing all labor, materials, equipment, warehousing, transportation, installation, testing, necessary service, incidental parts, components, and accessories required to perform the Project in accordance with all ESD 112 performance standards, and Washington State, City of Vancouver, and Clark County health and safety regulations. Failure of the Contractor to not include a required item or task in its quote shall not be justification for additional payment unless approved prior by ESD 112.

PREVAILING WAGE

In accordance with Washington State RCW39.04.010, RCW39.12.010, RCW39.12.020, and WAC 296-127, Contractors and Sub-Contractors shall be required to pay workers the Prevailing Wage rates prescribed by the Washington State Department of Labor and Industries.

After award of Proposal, the successful Contractor shall prepare and file all forms relating to bonding, insurance, prevailing wages, and any other requirements of public works Contracts with ESD 112 and the state within required timeliness. The Washington State Department of





Labor and Industries current schedule of Prevailing Wage Rates can be found on their website at:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

This rate schedule applies to any work performed under this Proposal and is part of the Contract requirements. Please obtain Prevailing Wage forms from the Washington State Department of Labor and Industries. This will ensure that current Labor and Industries forms are utilized.



PROPOSAL FORMAT

Please format your proposal as shown below. Cover sheet should include the RFP number, Title of RFP, name of organization, contact name, address, phone number and email address.

SECTION 1: OVERVIEW

- 1. Describe your experience providing staff for projects.
- 2. Explain your process for ensuring that staff are hired, trained and available.

SECTION 2: SERVICE REQUIREMENTS

- 1. Describe your process for recruiting and hiring qualified staff.
- 2. Describe how you will provide mandatory pre-service training to new staff.
- 3. Explain how you will ensure that all staff receive thorough background checks according to educational requirements.

SECTION 3: ONGOING EVALUATION AND PERFORMANCE MEASUREMENTS

- 1. Describe your system for ongoing communication with ESD 112 including correspondence, reports and updates.
- 2. Explain your process for scheduling and picking up documents and time frames for processing.

SECTION 4: FINANCIAL AND COMPLIANCE

- 1. Provide a detailed fixed price per meal. Please advise of price breaks available for volume.
- 2. Describe the billing process and payment requirements.
- 3. Provide summary of Insurance that meets the ESD 112 insurance requirements.
- 4. Describe your assurance that you will provide staff personnel policies that address confidentiality, sexual harassment, bullying, social media, and boundary invasions.

EVALUATION CRITERIA

The contract will be awarded by ESD 112 to the Proposer whose proposal provides the best overall value to ESD 112, cost and other factors considered. ESD 112 reserves the right to accept any proposal which it deems most favorable to the interests of ESD 112. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in its opinion is not in the best interests of ESD 112.

EVALUATION POINTS MATRIX

Proposals will be evaluated utilizing the points matrix system shown below. Each category is assigned a maximum point potential. Each Proposal will be reviewed by the selection committee and will be scored a value between zero and the maximum points shown for each category, based on the information submitted for that category and additional pertinent information submitted in the Proposal. Maximum total score for all categories is 100 points.



EVALUATION CRITERIA

Each proposal received in response to this RFP will be objectively evaluated and rated according to the 100-point system below. Proposals that do not meet all evaluation criteria will not be considered.

EVALUATION MATRIX	
SCORINGCATEGORY	MAXIMUMPOINTS
Costs	40
Project Management, Staffing and Practices	20
Overall History, Experience, and Knowledge	20
References	20
MAXIMUMTOTALSCORE	100

PROPOSAL LIMITS

Proposals must be clear, succinct, and not exceed 20 pages in length. Proposals exceeding 20 pages may be rejected. Proposals must:

- Be on white, 8 ½ by 11 paper,
- Be a minimum of an 11 pt. font,
- Be single spaced, with a minimum of 1-inch margins
- Have numbered pages

All submittals will be evaluated on the completeness and quality of the content. Only those proposers providing complete information as required will be considered for evaluation.

PROPOSAL SUBMISSION

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and:
- 2. TITLE and:
- 3. Name and address of the proposer.

All received proposals will be time stamped. Responses received after submittal time will not be considered and will be returned, unopened, to the Proposer.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, and therefore, may not be accepted.

Submittal Forms:

A. Completed Non-Collusion Affidavit.





- B. Corporate Profile of Primary and Sub-Contractors/Technical Qualifications.
- C. References.
- D. Staffing Description.
- E. Description of Ongoing Employee Training and Certification Program.
- F. Cost Proposal
- G. Proposer's Offer and Acceptance Form

INSURANCE REQUIREMENTS

At a minimum, the proposer shall carry:

- Commercial General Liability with limits of not less than \$1,000,000 per occurrence with a \$3,000,000 General Aggregate. The proposer's policy shall include an Additional Insured Endorsement, which names ESD 112 and their respective directors, officers and employees as an additional insured. The proposer's coverage shall be primary and non-contributory.
- 2. Auto Liability and physical damage for any autos owned, hired, or non-owned with a minimum limit of \$1,000,000.
- 3. The proposer will maintain their own Property Insurance Policy to cover their personal property.
- 4. The proposer will provide proof of Worker's Compensation Coverage with a minimum limit of \$1,000,000.

FEDERAL FUNDS

Should any projects utilize federal funds, contractors shall comply with all federal rules and standards. ESD 112 will work with the contractor to identify and communicate the necessary compliance instructions particular to those projects.



DEFINITIONS

ADDENDA

Modifications or interpretations of the Request for Proposals and the requirements contained therein that is prepared in response to properly submitted questions and comments. Addenda shall be available for review on the ESD 112 web site. Proposers are required to carefully and completely review all Addenda because the Addenda may contain terms and conditions that once issued become elements of the Request for Proposals.

APPENDIX

The section of the Request for Proposals that is located at the end and includes additional pertinent forms and information.

AWARD

The acceptance of a bid and creation of a Contract with a Proposer.

AMENDMENT

For the purposes of a Contract, shall mean an agreement between the parties to change the Contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to a Contract.

CONTRACT

The agreement that exists when ESD 112 accepts the bid and awards the Contract for a competitive solicitation.

DISPUTE

An unresolved disagreement between the Awarded Proposer and the Purchasing Manager that arises after the award has been made.

EFFECTIVE DATE OF AWARD

The date that performance of the Contract shall start.

ESD 112

The abbreviation for Educational Service District 112, located at 2500 NE 65th Avenue, Vancouver, WA 98661.

INTERLOCAL AGREEMENT

An agreement between two or more eligible purchasers that is entered into in accordance with state laws that apply to the purchasers.



LETTER OF INTENT TO AWARD

The official announcement to the Proposer that ESD 112 intends to award them a Contract.

LETTER OF REJECTION

The official announcement to the Proposer that their bid was not acceptable due to not qualifying as an eligible proposer, not providing evidence of being a responsive proposer, and/or not providing evidence of being a responsible proposer, as per the definitions in the Evaluation section of the Request for Proposals.

PREVAILING WAGE

The hourly wage, usual benefits and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work as well as by State Departments of Labor or their equivalents. Used in government contracting.

RESPONSIBLE

Having the following attributes, as described in RCW 43.19.1911 (9):

- The ability, capacity, and skill of the Proposer to perform the Contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Proposer;
- Whether the Proposer can perform the Contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Proposer with laws relating to the Contract or services;
- Such other information as may be secured having a bearing on the decision to award the Contract.

RESPONSIVE

Conforming in all material respects to the terms and conditions, the scope of work, technical specifications, and other requirements of a bid. Bids shall be responsive to receive award consideration.

REVIEW TEAM

A panel of three leaders at ESD 112 with the authority to endorse or retract decisions made at the program level.



REVISED CODE OF WASHINGTON (RCW)

Compilation of statutory laws enacted by the state legislature. Organized topically into volumes, containing chapters and sections.

SCOPE OF WORK

Specific requirements, provisions or conditions that are peculiar to the Contract under consideration and are supplemental to the Terms and Conditions.

END OF DEFINITIONS



Submittal Forms

Please provide your Proposer Response Documents in the following order;

1. COVERLETTER

2. SUBMITTALS

- A. Non-Collusion Affidavit
- B. Corporate Profile Primary and Sub-Contractors/Technical Qualifications
- C. Completed Reference Form
- D. Staffing Descriptions with individual certifications listed
- E. Description of ongoing employee training and certification program
- F. Completed labor rate cost proposal form
- G. Proposer's Offer and Acceptance Form

3. OTHERSUPPORTING DOCUMENTATION

- A. Proof of Insurance
- B. Proof of Bonding Capacity
- C. Additional necessary documents



NON-COLLUSION AFFIDAVIT - A

RFP TITLE:		
RFP DUE DATE:		
certify that the undersign	ed Proposer has neither directly nor indire ken any action in restraint of free competi	ns, Terms, Conditions, Special Instructions, and This is to ectly, entered into any agreement, participated in any itive bidding in connection with this bid submitted this date
	igned Proposer that the signed delivery of his Invitation to Bid including all specificati	this bid represents the Proposer's acceptance of the ions and special provisions.
	uthorized representative SHALL be of an ir e State of Washington and Educational Ser	ndividual who may legally enter his/her organization into vice District 112.
COMPANY NAME	(Check one)	CorporationPartnershipIndividual
NAME OF AUTHORIZED	REPRESENTATIVE (Please type or print)	
SIGNATURE		TITLE
COMPANY ADDRESS		
PHONE NUMBER	F <i>i</i>	AX NUMBER
E-MAIL ADDRESS	FI	EDERAL E.I. NUMBER
	eral, State or Local government suspensior	entity, owner, director, officer, partner or proprietor n or debarment within the last five years? Yes No
TO BE COMPLETED BY N	NOTARY PUBLIC:	·
State of	S	Subscribed and sworn to before me this
County of	d	day of 20
Notary seal		I, the undersigned notary public, do affirm the above individual has presented valid identification to me.



CORPORATE PROFILE - B

Primary and Sub-Contractors/Technical Qualifications

Company Name:
CompanyContact:
ContactTelephone Number(s):
Company Overview:
Date Company Established:
Is the company privately or publicly held?
Parent, Alliances, Consultants, and Partnered Relationships: Include a description of any outside resources available/used for performance of project(s).



CORPORATE PROFILE - B

Primary and Sub-Contractors/Technical Qualifications

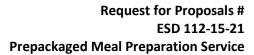
Additional Qualifications:	
What was your total revenue for 2020?	
What were your total 2020 R&D Investments (in US Dollars)?	
Is your Company a member of any standards bodies?	
Has your company attained ISO 9000 registration?	



CORPORATE PROFILE - B

Primary and Sub-Contractors/Technical Qualifications

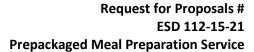
Company Achievements:
lease list any significant company achievements (chronological order is preferred).
roduct Achievements:
lease list any product achievements (chronological order is preferred).
rimary Customer Base/Vertical Markets: lease describe your customer base.
leuse describe your customer buse.





REFERENCES - C

Organization:	
Contact Name:	
Phone Number:	
Date Work Completed:	Value of Contract:
Project Manager assigned to this p	roject:
Brief Project Description:	
Organization:	
Contact Name:	
Phone Number:	
Date Work Completed:	Value of Contract:
Project Manager assigned to this p	roject:
Brief Project Description:	
	
Organization:	
Contact Name:	
Phone Number:	
Date Work Completed:	Value of Contract:
Project Manager assigned to this p	roject:
Brief Project Description:	

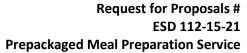




REFERENCES - C

(Additional)

Organization:
Contact Name:
Phone Number:
Date Work Completed:Value of Contract:
Project Manager assigned to this project:
Brief Project Description:
Organization:
Contact Name:
Phone Number:
Date Work Completed:Value of Contract:
Project Manager assigned to this project:
Brief Project Description:
Brief Project Description: Organization: Contact Name:
Organization:
Organization:
Organization: Contact Name: Phone Number:
Organization: Contact Name: Phone Number: Date Work Completed: Value of Contract:
Organization: Contact Name: Phone Number: Date Work Completed: Value of Contract:





STAFFING DESCRIPTION - D



EMPLOYEETRAINING/CERTIFICATION - E

Please describe Company program for ongoing employee training and certification.		



COST PROPOSAL - F

Please use the form below or attach your cost proposal based on the options listed below:

FIXED PRICE PER MEAL

With Delivery

Lunch only with delivery (approx. 69,724 meals)	\$
Breakfast and Lunch with delivery (approx. 139,448 meals)	\$

Without Delivery

Lunch only without delivery (approx. 69,724 meals)	\$
Breakfast and Lunch without delivery (approx. 139,448 meals)	\$

*meal totals can be found in the Scope of Services section in the chart labeled "Breakdown by site and student group"



PROPOSER'S OFFER AND ACCEPTANCE FORM - G

The undersigned hereby agrees to the requirements, terms and conditions of **RFP ESD 112-15-21**, **Prepackaged Meal Preparation Service**. The undersigned acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if a Contract is awarded. Furthermore, the undersigned certifies conformance to applicable federal and state laws concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services and is in all respects fair and without collusion or fraud.

Legal Name of Firm or Corporation	
Signature of Proposer's Authorized Representative Company Representative	Printed Name of
Title of Proposer Representative	Date Signed
Legal Address of Proposer's Company (including address, city	, state and zip code)
Company Phone (including area code) area code)	Company Fax (including
Federal Tax Identifier of Proposer's Company E	-Mail Address
To the Proposer:	
Effective this day of, 2021, ESD 112 is accommodate to the Proposer named above for prepackaged meal attached Final Letter of Award. Proposer is contractually oblig subject to this Contract Award to ESD 112 in accordance with conditions, in Contract ESD 112-15-21, Prepackaged Meal Preducational Service District 112	preparation service identified in the gated to provide the services that are the requirements, and terms and
2500 NE 65 th Avenue Vancouver, WA 98661	
By Tim Merlino, Superintendent (or Designee)	