

**FY 2019**  
**REQUEST FOR PROPOSAL**  
**NUTRITION SERVICES**

Solicitation for Home Delivered Hot or Frozen/Cold Meals  
Delivered as Designated in Portions of  
Nodaway County Missouri  
September 1, 2018 – June 30, 2019

IN ACCORDANCE WITH THE OLDER AMERICANS  
ACT OF 1965, AS AMENDED

**TO BE AWARDED BY**  
NORTHWEST MISSOURI AREA AGENCY ON AGING  
809 NORTH 13<sup>TH</sup> STREET  
ALBANY MO 64402

*NWMOAAA reserves the right to correct errors in publication of bid documents*

**5 June 2018 Note:** *Pre-bid Conference rescheduled from June 11 to June 26 at 10:00 AM in Albany*

**20 June 2018 Note:** *Clarification/minor edit made on pp 5, 7, 9, 14, 15, 22, 39, 46 and 48*

**6 July 2018 Note:** *Page 11, 28, and 40  
(Researching page 9--insurance limits)*

## **PUBLIC NOTICE**

Notice is hereby given that the Northwest Missouri Area Agency on Aging (NWMOAAA) will release Request for Proposal (RFP) documents on June 1, 2018, seeking vendors to deliver hot or frozen/cold meals or a combination of both to the homes of clients located in portions of Nodaway County for Fiscal Year 2019 (July 1, 2018 –June 30, 2019). NWMOAAA reserves the right to have a shorter contract period. It is anticipated that this contract will begin on or about September 1, 2018.

Proposals may be written for the home delivery of hot or frozen/cold meals or both. The Agency may award more than one vendor contract for hot and frozen/cold meal delivery to clients in portions of Nodaway County. Proposals are due in the Albany office no later than 2:00 PM, July 27, 2018.

The Northwest Missouri Area Agency on Aging envisions the bidding group to be a mix of for-profit and not-for-profit businesses and organizations that have experience in the preparation and delivery of high-quality nutritious meals whether hot or frozen/cold for eligible recipients and will provide quality service for the entire contract period. Consideration will be given to proposals that demonstrate a combination of qualification and experience, quality products, quality services, creativity and responsiveness to changing needs and emergencies, and reasonable costs.

Visit our website at [www.nwmoaaa.org/nodawaymeals.pdf](http://www.nwmoaaa.org/nodawaymeals.pdf) for more details.

# REQUEST FOR PROPOSAL

## I. INTRODUCTION

This document constitutes a Request for Proposal (RFP) to purchase hot and/or frozen/cold pre-plated, home delivered meals to clients in their homes. Proposals should be submitted separately for hot home delivered meals and/or frozen/cold home delivered meals. The Agency may award multiple contracts for the individual categories of service.

***Sealed bids are due in the Albany office no later than 2:00 PM, July 27, 2018.***

Respondents will follow a two-phase process in response to this RFP.

The first phase requires respondents to submit the following for each service they are bidding on:

- I. FORM I.1 SUBMITTAL AND VERIFICATION OF INTENT
- II. FORM I.2 SUBMITTAL OF EXECUTED GENERAL ASSURANCES
- III. SUBMITTAL OF GENERAL INFORMATION
- IV. I.3 INTENT TO PERFORM AS A WOMAN AND/OR MINORITY OWNED BUSINESS (MBE/WBE) If applicable
- V. PROPOSAL RESPONSE
- VI. BUSINESS CERTIFICATION FORM
- VII. LOBBYING ACTIVITY FORM

Only one set of the documents listed above should be submitted, if the vendor proposes to deliver both hot and frozen/cold meals to NWMOAAA clients.

The second phase requires selected respondents to submit frozen/cold meal samples of our choice for evaluation and judging. Hot meal samples will also be required. All meals will be judged and scored based on appearance, taste and texture as well as quality and USDA compliance.

### a. CONTRACT PERFORMANCE PERIOD:

The NWMOAAA fiscal year coincides with the state fiscal year (SFY) which in Missouri is July 1–June 30 of the succeeding calendar year. The initial award of contracts is intended to be for one year (July 1, 2018–June 30, 2019). The NWMOAAA reserves the right, however, to offer shorter term agreements as needed.

### b. RENEWAL OPTION:

NWMOAAA reserves the right to negotiate this contract for two (2) additional one-year renewal periods. NWMOAAA reserves the right to terminate the current contract without cause. NWMOAAA shall notify the Vendor, in writing, of the intent to exercise the renewal option. If a price increase is requested by the Vendor with the renewal, the Vendor shall be required to submit documentation to NWMOAAA, as

proof of need for any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.).

**c. MINIMUM REQUIREMENTS OF ALL BIDDERS:**

Responses to this RFP will be accepted only from organizations meeting the following minimum requirements:

1. A business/organization eligible to do business in the State of Missouri.
2. Proposals from individuals will not be accepted.
3. A business/organization that has current licenses and/or permits, as required for proposed service(s).
4. A business/organization that is eligible to receive Federal funds. NWMOAAA is prohibited from contracting with or making sub-awards to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.
5. A business/organization must have at least two years' experience in the delivery of the service on which it is bidding.

**d. TARGET POPULATION:**

The Senior Nutrition Program is designed to target persons 60 years and older with the greatest social and economic need, including specific objectives for providing services to low-income minority individuals and older individuals residing in rural areas; older individuals with limited English proficiency; and older individuals at risk for institutional placement. Nutrition Services are also provided on a limited basis to individuals with a disability ages 18-59 if they qualify. NWMOAAA will determine eligibility and authorize services.

**e. ESTIMATED FUNDING:**

Funding estimates are based on estimated allotments issued by the Department of Health and Senior Services in January 2018 plus conservative estimates of 2017 projected under-expenditures. All funding is subject to change, and there is no minimum or maximum guaranteed under this RFP.

TITLE IIIC2: (CFDA# 93.045, DHSS Pass Through # ER5105-004)	\$18,546.28
GENERAL REVENUE	\$25,830.52

In addition, Medicaid-authorized meals will be funded at the lesser of the home delivered rate bid or \$5.30 per meal. Currently there are approximately 20 daily Medicaid meals but have run as high as 27 per day.

NWMOAAA will contract with the lowest, best bid. Bidders must clearly establish their ability to provide quality meals on a daily or weekly basis throughout the year.

## **II. PRE- BID CONFERENCE**

The pre-bid conference will be held June 26, 2018, at 10:00 AM, at 809 North 13<sup>th</sup> Street, Albany, Missouri. Attendance is not required to submit a response to this RFP; however, questions related to the proposal procedures and requirements and evaluation will be answered at this conference. Proposals are due no later than 2:00 PM, July 27, 2018. A completed original proposal and one (1) copy must be marked "SEALED BID" and may be mailed or delivered to the NWMOAAA office at the following address:

NORTHWEST MISSOURI AREA AGENCY ON AGING  
ATTN: NUTRITION BID  
PO BOX 265  
809 NORTH 13<sup>TH</sup> STREET  
ALBANY MO 64402

### Office Hours

8:00 AM--4:30 PM, Closed for Lunch 12:00—12:30, Monday through Friday  
Telephone 660-726-3800; Fax 660-726-4113

Hand-delivered bids must be delivered to the first door on the north side of the building. The bidding organization has the responsibility for the delivery of its bid within the established timeframe. Bids received after the deadline will be considered non-responsive and returned unopened to the bidding organization. Incomplete proposals, including missing signatures, will be considered non-responsive and returned to the bidding organization.

NWMOAAA hereby notifies all interested parties that it affirmatively ensures that all respondents to this notice are afforded full opportunity to submit proposals and that no respondent will be discriminated against on the grounds of race, color, national origin, disability, sex or veteran status in consideration of the award.

## **III. PROPOSAL BACKGROUND**

The NWMOAAA is one of ten (10) area agencies designated by the Department of Health and Senior Services in the State of Missouri. Our service delivery area covers the Northwest eighteen (18) counties of the State. The structure of the Area Agency on Aging and authority to conduct this solicitation and to procure vendors is in alignment with the Older Americans Act of 1965, as amended, and the Area Plan submitted and approved by the Department of Health and Senior Services, Division of Senior and Disability Services. Further information regarding definition and description of Area Agencies on Aging and an overview of our services and eligibility requirements can be found on our website at [www.nwmoaaa.org](http://www.nwmoaaa.org) and the DHSS website at <http://health.mo.gov/seniors/>

NWMOAAA piloted a frozen meal, home delivery program for FY2017-2018, using a vendor. The pilot was so successful, the NWMOAAA Board of Directors has decided to continue the program with a vendor rather than a sub-recipient contractor. This proposal is seeking the delivery of hot or frozen/cold meals to the homes of clients authorized by NWMOAAA in portions of Nodaway County.

#### **IV. SCOPE OF WORK:**

NWMOAAA is requesting proposals for the purchase and home delivery of prepared, ready-to-heat frozen/cold meals or hot meals. NWMOAAA will commit to purchasing home-delivered meals from the successful vendor(s) during the coming fiscal year, dependent upon the vendor's continued ability to provide satisfactory service and to meet all requirements of this proposal.

#### **A. Meal Descriptions:**

##### **1. Home Delivered Meal (HDM) Hot**

A registered and/or licensed dietitian-approved hot meal, prepared daily, and delivered pre-plated, to authorized clients, at the individual's place of residence. Meals shall be delivered on a daily basis (M-F), throughout the year unless they are in coordination with a mix of frozen meals. Availability of meals for weekends shall be based on funding availability.

##### **2. Home Delivered (HDM) Frozen/Cold:**

A registered and/or licensed dietitian-approved, pre-plated, frozen or fresh meal [USDA approved and Hazard Analysis of Critical Control Points (HACCP) if using film that does not allow oxygen out of the tray monitored] and delivered to authorized homebound clients, at the individual's place of residence. Frozen/cold meals shall be delivered at least weekly, unless otherwise agreed by the parties.

All home delivered meals:

- a. All items must be 'senior friendly' in regard to opening packaging and preparing meal for consumption, and packaged in transportable containers.
- b. Meals must be packaged in sturdy, dual-purpose (oven and microwave), sealed trays which are designed to function in temperatures from <40 to 400 degrees and must be sealed with tamper-evident film that is easily removed.
- c. Frozen meals must be solidly frozen with no evidence of thawing or refreezing.
- d. Daily or weekly delivery should include health-specific menu options.
- e. Deliveries must be in accordance with authorizations.
- f. Delivered to the residences of the Home Delivered Meals client using sanitary procedures.
- g. All meals are to be delivered to any address in the service area and, when appropriate, the driver should be able to accommodate most special delivery requests (e.g. deliver to the back door, buzz apartment 213, etc.).
- h. Available within two days of authorization.

- i. Each individual meal and side dishes shall be labeled with the use by/expiration date, and a freezer/refrigerator life of at least 14 days from delivery date. See further details under “minimum standards” below.

## **B. Minimum Meal Standards**

All of the meals must follow the NWMOAAA-approved menu pattern. (See Meal Service Requirements, Attachment A – it is anticipated that nutrition standards may change at some time during the life of this agreement.) Vendor shall submit quarterly menus for review and approval two months prior to the start of the quarter.

All foods shall be of the highest standard and shall conform to USDA requirements, in that they are all Grade A quality. All meat, poultry, and meat-by-products shall come from plants inspected under a federally-approved inspection plan.

No HDM Meals can be prepared from pre-cooked food that is served in a congregate setting for preparation of a hot, frozen or cold meal.

Each meal must be individually identified and contain a legible nutritional label, **required if bidder is a covered entity**. A meal is defined as one entrée containing a minimum of 2-3 ounces of protein and 1 cup of vegetables and/or fruits. NOTE: Customer satisfaction is decreased when one compartment in the tray is left empty; efforts should be made to fill all compartments or reduce the number of compartments for certain menu items.

Frozen/cold meals shall be pre-packaged with each package containing five to seven (5-7) different meals. Each package of 5-7 meals shall be color-coded based on a weekly menu cycle to assist staff in providing variety to clients.

Vendor shall provide meal delivery sheets/**ticket** that includes:

- Date of delivery
- Time of delivery
- Name of client
- Signature of authorized person receiving delivery
- Signature of driver
- Number of meals and/or supplies delivered

The original copy of the delivery sheet shall be sent weekly/monthly to the NWMOAAA office in Albany.

The vendor shall comply with all federal, state and local laws and regulations governing the preparation, handling, and transportation of food, and shall procure and have all necessary licenses and permits, in its own corporate name, as well as food handler’s cards as required.

The vendor shall maintain the highest possible standards of cleanliness in compliance with the Missouri State Health Codes relative to the premises where the actual foods will be handled, processed, packaged, and sorted.

From time to time, NWMOAAA staff may inspect the vendor's premises and the quality of the food supplied. Such inspection may be made at any time without notice.

**C. Deliveries And Packaging:**

Home delivered bids will be for both regular and Medicaid funded meals. The services for bid include:

Home Delivered Meals--Delivered to the client's home (hot and/or frozen/cold)

**Delivery Requirements:**

1. Vendor must provide services to new clients as soon as possible, but never more than five working days after receiving approval of eligibility.
2. Vendors shall deliver each packaged meal directly to the recipient and secure the recipient's signature documenting that service has been provided.
  - a. Meals shall never be left without observing the client (or caregiver, if the client is sleeping or otherwise indisposed).
  - b. Drivers are not allowed to sign for a client.
  - c. At the client's request, the vendor may assist the client by delivering the meals "over the threshold" and, when necessary, assist in the unpacking and proper storage of the contents.
  - d. It is the duty of the driver to inform the NWMOAAA of any client who does not respond when the driver attempts the delivery of his/her meals. The meals are NOT to be left at the residence without the signature of the client, or that of a designated representative.
  - e. The driver should also notify the NWMOAAA of any concerns regarding the client that are noticed while delivering the meals.
3. Meals, whether delivered cold, frozen or hot, must be delivered in equipment, including containers and vehicles, which are able to maintain proper temperatures.
4. Drivers are required to report all instances of suspected elder abuse and neglect to the State-administered Elder Abuse & Neglect Hotline, 1-800-392-0210, and when information is requested by the service recipient, to direct recipients to the NWMOAAA toll free number 1-888-844-5626, for assistance.
5. Vendor shall maintain personnel for communication with clients, furnishing all clients with a toll-free phone number, allowing clients to be directly involved in handling, the scheduling of deliveries and allowing for communication between the Vendor and clients in the instance of deviations in the planned delivery schedule.



### Packaging Requirements

A hot unitized meal will be delivered in packaging approved by the NWMOAAA. Meals will be delivered in insulated carriers that are easy to clean and sanitize, along with hot bricks or another method, to maintain the proper temperatures throughout the delivery to the clients. All entrées will be hot enough to maintain the proper temperatures throughout the delivery to meal recipients in their homes. Other items (balance of food, condiments, utensils, etc...) must be packaged as a separate unit from the hot unitized component. Hot package must be suitable for maintaining meals at temperatures in accordance with local health standards. Containers and overlay should have an airtight closure, be of non-toxic materials, and be capable of withstanding temperatures of 400°F or higher. Meal tray should be able to be reheated in either microwave or conventional oven.

Cold portions----container and overlay should be leak-proof plastic and non-toxic. Milk and juices are to be furnished in disposable, individual containers. All cold items must be kept at the approved temperatures in accordance with local health standards. All cold foods must be delivered in an insulated carrier with cold packs and be easy to clean and sanitize.

Meals shall be delivered with corresponding non-food items; Condiments, as listed on menus; Utensils and napkins, unless client refuses.

### **D. Insurance Requirements**

The successful vendor chosen to provide this service must provide NWMOAAA with a certificate of, at least, general liability insurance of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage, which includes all employees, volunteers and independent Vendors who provide and/or are connected with the delivery and performance of services. NWMOAAA shall be listed as an additional insured. Coverage shall be maintained in full force during the contract year(s).

The successful vendor proposing to use vehicles in the delivery of NWMOAAA services must provide NWMOAAA with a certificate of vehicle liability insurance and name NWMOAAA as an additional insured. Coverage shall be maintained in full force during the contract year(s).

### **E. Invoicing and Billable Meals**

The vendor shall submit invoices monthly to the NWMOAAA Albany office. The invoices shall indicate the total number of meals delivered and accepted during the period being billed, with a back-up listing of total meals and dates of delivery during the billing period. The Vendor shall submit signed daily delivery sheets weekly, and/or weekly delivery sheets **bi**-monthly, to the NWMOAAA office in Albany.

NWMOAAA will not approve payment for meals delivered by the vendor that are found to be spoiled, incomplete, broken, or otherwise not fit to serve. All such meals shall be promptly exchanged by the vendor upon phone notification by a designated person at NWMOAAA.

If the vendor fails to deliver the foods to the designated clients in the quality and quantities agreed upon and within the schedule agreed upon, NWMOAAA may deny payment for those meals. If the vendor alters a menu without obtaining prior approval from NWMOAAA, the meal will not be reimbursed to the vendor.

**F. Miscellaneous**

1. Subcontracting: If the vendor subcontracts any part of this service, NWMOAAA must be notified. All sub Vendors will be held accountable to all of the requirements within this RFP. Subcontracts may be considered, but will require the following:
  - a. The primary subrecipient/Vendor and the proposed sub Vendor must agree to all applicable requirements set forth in the primary contract.
  - b. Prior to NWMOAAA approving a subcontract, the primary subrecipient/Vendor must submit a written copy of the proposed agreement to subcontract, and the same documentation required of the primary subrecipient/Vendor will be required of the sub Vendor.
2. Business qualifications: The NWMOAAA is soliciting qualified vendors that wish to do business with this Agency. Our decision will be based upon unit price, the vendor's experience and expertise, as well as the availability of an overall quality service system to meet NWMOAAA's specific needs. Preference will be given to MBE/WBE and Missouri based companies. Vendors should be prepared to provide an oral presentation and tasting, if requested.
3. NSIP: NWMOAAA receives an amount of Nutrition Services Incentive Program (NSIP) funds for each meal served to age-eligible clients during each program year. The value of this cash is subject to change as determined by the US Department of Health and Human Services. The Vendor will be notified of the amount of NSIP funds included in the contract. It is up to the Vendor to ensure that NSIP funds are used to purchase U.S. produced foods. NSIP funds shall be spent for United States produced foods only and shall inure only to the benefit of NWMOAAA's nutrition program. The Vendor shall maintain on its premises, for a period of not less than five (5) years, documentation verifying that the amount of reimbursement received by the Vendor from NSIP funds was used to purchase food produced in the United States.
4. Declared And Unforeseen Emergencies (Including inclement weather): If inclement weather prevents the delivery of meals, the Vendor must notify the NWMOAAA as soon as possible. The Vendor shall develop policies and procedures for notifying all clients affected. If emergency meals are used for home delivered clients, the policy must include procedures for notifying home

delivered clients to use their emergency meals and document a wellness check. The Vendor will be allowed three (3) emergency closing days per year. Additional days require the approval of NWMOAAA.

In the event of an emergency or disaster, as determined by the NWMOAAA, this Contract shall remain in effect.

In the event of unforeseen emergency circumstances affecting meal production or delivery, the Vendor shall immediately notify **both the client** and NWMOAAA by telephone, email or facsimile (fax), or other means of the following:

- a. The impossibility of providing services
  - b. The circumstances precluding service provision; and
  - c. A statement of whether succeeding service deliveries will be affected or not.
5. **Sunshine Law:** All proposals received by NWMOAAA are subject to the Missouri Sunshine Law. To the extent possible, NWMOAAA will keep information contained in the proposals confidential. Respondents are required to identify those portions of their bid document that they consider to be proprietary. An entire bid document may not be protected. All proposals and supporting documents will remain confidential until a final contract has been executed.
6. **Confidentiality:** The Vendor will use a secure email system when transmitting all client and/or confidential information related to this contract.

NWMOAAA expects to make a decision prior to or on August 27, 2018. NWMOAAA reserves the right to reject any or all proposals. NWMOAAA reserves the right to waive minor technicalities to the proposals received. NWMOAAA reserves the right to seek additional clarifying information.

Questions may be addressed to Rebecca Flaherty, NWMOAAA, 809 North 13<sup>th</sup> Street, Albany, Missouri 64402, or telephone 660-726-3800, or fax 660-726-4113

**V. CRITERIA FOR EVALUATION OF PROPOSALS**

- A. All proposals received by the deadline shall be screened by NWMOAAA for completeness.
- B. Non-conforming proposals shall be rejected. The respondent will be informed in writing if their proposal was rejected.
- C. NWMOAAA reserves the right to reject any and all bids without cause.
- D. In addition to price the following factors will also be considered by NWMOAAA in evaluating the proposals:
  - 1. Meal quality, taste and conformity to service standards stated in RFP.
  - 2. Business qualifications and experience.
  - 3. Delivery method and conformity to service standards stated in RFP.
  - 4. The Women and Minority Business (Disadvantaged Business Enterprise) status.
- E. NWMOAAA reserves the right, in the event of only one response to this RFP, to negotiate the terms and conditions, including but not limited to, the price included in the sole respondent's proposal.

**Proposal Scoring**

<b><u>Category</u></b>	<b><u>Maximum Points</u></b>
Cost	35
Meal Quality	25
Business Qualifications	15
Delivery Method	20
MBE/WBE	<u>5</u>
	100

## Attachment A

### **SERVICES, STANDARDS AND DEFINITIONS**

#### **NUTRITION SERVICES**

This exhibit addresses the meal services requested under this contract, the minimum standards expected and the service definitions

The standards referenced in this exhibit are supported by the Missouri Code of State Regulations, and are minimum requirements, along with 19 CSR 15-7.010 and 15-7.060 for services provided through NWMOAAA funding.

Eligibility for services provided by Title III of the Older Americans Act is limited to those individuals 60 years of age or older, or as specified in the service standards (CSR). Eligibility for services funded by other sources is limited to those individuals 60 years of age or older and may, on a limited basis, be open to individuals 18-59 years of age, with a permanent disability.

All units of service are based upon one (1) meal. Unit price includes the total cost of food, milk, packaging, condiments, utensils, transportation and all other related costs.

NWMOAAA will contract with the lowest, best bid. Bidders must clearly establish their ability to provide quality meals on a daily basis throughout the year.

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#### **SERVICES REQUESTED**

##### **Nutrition Services**

Nutrition Services – The bid covers the preparation, handling, distribution and delivery of Home Delivered meals. Separate bids for each category of service must be submitted. Home delivered bids will be for both regular and Medicaid funded meals

The services for bid are for Home Delivered Meals--Delivered to the client's home (hot and frozen/cold)

UNIT OF SERVICE: One (1) meal.

##### **MEAL DESCRIPTIONS:**

###### **HOME DELIVERED MEAL (HDM) HOT**

A registered and/or licensed dietitian-approved hot meal, prepared daily, and delivered pre-plated, to authorized clients, at the individual's place of residence. Meals shall be delivered on a daily basis (M-F), throughout the year unless they are in coordination with a mix of frozen meals. Availability of meals for weekends shall be based on funding availability.

### HOME DELIVERED (HDM) FROZEN/COLD:

A registered and/or licensed dietitian-approved, pre-plated, frozen/cold meal [USDA approved and Hazard Analysis of Critical Control Points (HACCP) if using film that does not allow oxygen out of the tray monitored] and delivered to authorized homebound clients, at the individual's place of residence. Frozen/cold meals shall be delivered at least weekly and shall include client directed wellness checks on the other days.

#### All home delivered meals:

- ✓ All items must be 'senior friendly' in regard to opening packaging and preparing meal for consumption and packaged in transportable containers
- ✓ Meals must be packaged in sturdy, dual purpose (oven and microwave), sealed trays which are designed to function in temperatures from <40 to 400 degrees and must be sealed with tamper-evident film that is easily removed.
- ✓ Frozen meals must be solidly frozen with no evidence of thawing or refreezing.
- ✓ Weekly delivery should be based upon client need and choice and include health-specific menu options
- ✓ Deliveries must be In accordance with authorizations;
- ✓ Delivered to the residences of the Home Delivered Meals client using sanitary procedures.
- ✓ All meals are to be delivered to any address in the service area and, when appropriate, the driver should be able to accommodate most special delivery requests (e.g. deliver to the back door, buzz apartment 213, etc.);
- ✓ Available within two days of authorization
- ✓ Each individual meal and side dishes shall be labeled with the use by/expiration date; and a refrigerator life of at least 14 days from delivery date
- ✓ See further details under "minimum standards" below.

### DELIVERY REQUIREMENTS:

1. Contractor must provide services to new clients as soon as possible, but never more than five (5) working days after receiving approval of eligibility.
2. Contractors shall deliver each packaged meal directly to the recipient and secure the recipient's signature documenting that service has been provided.
  - a. Meals shall never be left without observing the client (or caregiver if the client is sleeping or otherwise indisposed).
  - b. Drivers are not allowed to sign for a client.
  - c. At the client's request, the contractor may assist the client by delivering the meals "over the threshold" and, when necessary, assist in the unpacking and proper storage of the contents.
  - d. It is the duty of the driver to inform the contractor of any client who does not respond when the driver attempts the delivery of his/her meals. **The contractor shall immediately notify NWMOAAA.** The meals are NOT to be left at the residence without the signature of the client, or that of a designated representative.
  - e. The driver should also notify the contractor of any concerns regarding the client that might be noticed while delivering the meals. **The contractor shall immediately notify NWMOAAA**

3. Meals, whether delivered frozen/cold or hot, must be delivered in equipment, including containers and vehicles, which are able to maintain proper temperatures.
4. Drivers are required to report all instances of suspected elder abuse and neglect to the State-administered Elder Abuse & Neglect Hotline, and when information is requested by the service recipient, to direct recipients to the NWMOAAA toll free number for assistance.
5. Contractor shall maintain personnel for communication with clients, furnishing all clients with a toll free phone number, allowing clients to be directly involved in handling, the scheduling of deliveries and allowing for communication between the contractor and clients in the instance of deviations in the planned delivery schedule.

The CONTRACTOR will use a secure email system when transmitting all client and/or confidential information related to this contract.

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## **MINIMUM STANDARDS**

These standards apply to all categories of service unless otherwise specified. A mutually agreed upon solution will be set prior to start of service, if the standard is not consistent with the approved operational plan for the service. It is the BIDDER'S responsibility to identify standards that require mediation or waiver.

### **MEAL REQUIREMENTS:**

The bidder agrees to provide meals pursuant to the rules and regulation as described in this document and will assure that all meals comply with Department of Agriculture's Food and Nutrition Service standards found in 7 CFR Parts 210, 215, 220, and 226 as applicable. If granted a contract, the BIDDER agrees to submit **quarterly** calendars denoting the menus for the month. All menus, as well as any menu substitution items, must be approved by a registered and/or licensed dietitian and submitted to the NWMOAAA. Reimbursement for menus that have not been properly approved or are not served as approved, with any specific menu requirements included, will be disallowed.

When specified as part of the menu, condiments in the form of ketchup, mustard, salad dressing, relish, etc. are to be part of the meal unit and must be offered. If the client refuses, their refusal must be documented and kept on file for monitoring.

### **MENU PLANNING AND SUBSTITUTIONS:**

Menu planning, as well as submittal of DRI-compliant menus for older adults, is the responsibility of the Contractor if a contract is let. As stated above, menus must meet the required standards and contain the signature of a registered and/or licensed dietitian.

Menu items that need to be changed for any reason must be pre-approved by a registered/licensed dietitian. Menu changes and substitutions, complete with the appropriate signatures, must be submitted to the NWMOAAA by the end of the month in which they occur.

### SPECIAL DIETS:

BIDDERS agree they will provide special diets as needed. Although it is difficult to provide all clients with special requests, the following list of special accommodations is expected, as they meet the needs for those individuals that have food allergies, health or religious diet restrictions.

- Diabetic diet
- Vegetarian diet
- No beef
- No pork
- No fish
- No red sauce

NOTE: Pureed and mechanical/soft diets will be offered

### MEATS:

Certain dishes e.g. chili mac, turkey and dumplings, etc. can have meats and starches mixed together. In other rice and pasta dishes e.g. beef stroganoff with noodles, sweet and sour chicken over rice, etc., the starch must be on the bottom, with the meat sauce or gravy on top instead of being mixed together. Serving sizes must contain at least 2 oz. of meat with these dishes. All other single meat servings must be 3 oz.

### FRUITS AND VEGETABLES

If it is a vegetable/fruit, check to see if it is a Vitamin C or Vitamin A vegetable/fruit from the following list and substitute another fruit or vegetable from the available list (notice some fruits/vegetables are \*high in both Vitamin C and A. An asterisk is next to these vegetables and fruits so they can be selected quickly.)

#### High/Good Source of Vitamin A Vegetables

\*Greens, \*broccoli, \*sweet potato, winter squash, \*tomatoes, lettuce (\*dark leaves), carrots, mixed vegetables, spinach, red peppers.

#### High/Good Source of Vitamin C Fruit

Fresh oranges/orange juice, \*V8 (low sodium), \*tomato juice (low sodium), pineapple juice, \*cantaloupe, strawberries.

#### High/Good Source of Vitamin A Fruit

Apricots, peaches, \*cantaloupe, mandarin oranges.

#### High/Good Sources of Vitamin C Vegetables

\*Greens, \*broccoli, \*sweet potatoes, enriched or dehydrated potatoes enriched with Vitamin C, cabbage, brussel sprouts, cauliflower, green/red peppers, lettuce (\*dark leaves), \*tomatoes

If the fruit or vegetable on the menu is not high in Vitamin A or C, other fruits or vegetables can be substituted. A more healthy selection from the above list is preferred. Every effort should be made to substitute fresh fruit with another fresh fruit, if possible.



### MILK:

Can substitute 2% or skim milk, for 1% milk.

### GRAINS:

Rice, noodles/pastas can be exchanged with each other at any time. Wheat bread, white rice, bread, rolls and cornbread can be exchanged with each other at any time. If the starch is a whole grain, every effort should be made to substitute another whole grain in its place.

### SALADS:

No substitutions. Serve as on menu. If not available on the day needed, serve later in the same week.

### DESSERTS

Normally desserts should not be included when figuring the daily requirements. However if it is a fruit dessert (not a high sugar content dessert), substitute another fruit that is high in Vitamin C or Vitamin A. Fruit bars can be exchanged with each other.

### SUPERVISION AND INSPECTION:

The Contractor shall provide management supervision at all times and maintain constant quality control inspection to check for portion size, appearance and packaging, in addition to the quality of the products.

### SAMPLES:

Meal samples must be maintained daily, kept for 72 hours, and are to be furnished upon request to the NWMOAAA or its designee.

### REQUIREMENTS FOR HANDLING PREPARED FOODS:

The time and temperature of each food item must be taken and recorded on the "Out of Oven Temperature" form, as the food is removed from the oven.

A two (2) ounce separate sample of each potentially-hazardous food item served shall be refrigerated and kept at least seventy-two (72) hours. Sample(s) shall be available for analysis by the Department of Health if a food-borne illness is suspected;

Potentially-hazardous food which has been held at one hundred forty degrees Fahrenheit (140°F) or higher for over four (4) hours, or between forty degrees and one hundred forty degrees Fahrenheit (40° - 140°F) for two (2) hours and any prepared food that has lost its quality shall not be served, and shall be discarded.

### FACILITY AND EQUIPMENT REQUIREMENTS:

Facility shall have an adequate number of refrigerators, ovens, ranges, counter space and storage appropriate for food preparation.

Proper equipment shall be used to maintain hot foods at or above one hundred forty degrees Fahrenheit (140°F) and cold foods at or below forty degrees Fahrenheit (40°F) while serving. Hot and cold food temperatures shall be checked immediately prior to service and recorded daily.

Records must be kept for six (6) months. A product thermometer must be available at all times and used to check internal food temperatures.

When cooling, food shall be placed no more than two inches (2") deep in a container, covered, and immediately placed in a refrigerator or freezer so it will cool to forty degrees Fahrenheit (40°F) or below as rapidly as possible. Once food is cooled to forty degrees Fahrenheit (40°F) or below, it may be stored in a container more than two inches (2") deep.

When transporting prepared foods, all hot food shall be delivered at temperatures that are maintained throughout a three and one-half (3½) hour period following end of preparation time to delivery to a client. For home delivered meals, this limit includes the time required for packaging foods by the contractor, transporting to the centers, holding time at the center, repackaging meals for home-delivered meal recipients and transporting to the home.

Hot foods delivered to the center shall be at a minimum temperature of one hundred forty degrees Fahrenheit (140°F) and cold foods shall be at forty degrees Fahrenheit (40°F) and below. A daily record of the delivery time and temperature of the food when received shall be kept at each center. Records must be kept for six (6) months.

Facility shall have an adequate number of handwashing sinks near food preparation areas. Disposable towels and soap must be available at the handwashing sink in the kitchen.

A handwashing sign must be posted in the rest room.

A federal, state or local health certificate for the local food distribution facilities to be used under this contract must be provided at Bid submission.

Methods of insect and rodent control shall be used on a regularly-scheduled basis.

#### DELIVERIES AND PACKAGING:

A hot unitized meal will be delivered in packaging approved by the NWMOAAA. Meals will be delivered in insulated carriers that are easy to clean and sanitize, along with hot bricks or another method, to maintain the proper temperatures throughout the delivery to the clients. All entrées will be hot enough to maintain the proper temperatures throughout the delivery to meal recipients in their homes. Other items (balance of food, condiments, utensils, etc.) must be packaged as a separate unit from the hot unitized component. Hot package must be suitable for maintaining meals at temperatures in accordance with local health standards. Containers and overlay should have an airtight closure, be of non-toxic materials, and be capable of withstanding temperatures of 400°F or higher. Meal tray should be able to be reheated in either microwave or conventional oven.

Cold portions----container and overlay should be leak-proof plastic and non-toxic. Milk and juices are to be furnished in disposable, individual containers. All cold items must be kept at the approved temperatures in accordance with local health standards. All cold foods must be delivered in an insulated carrier with cold packs and be easy to clean and sanitize.

Meals shall be delivered with corresponding non-food items; Condiments, as listed on menus; Utensils and napkins, unless client refuses.

#### **FOOD STORAGE REQUIREMENTS:**

- a. Cleaning supplies and clearly-labeled pesticides shall be stored in separate locations, away from food products;
- b. Food products shall be stored at least six inches (6") above the floor;
- c. Dry food storage shall be well-ventilated, away from direct sunlight and maintained between fifty and seventy degrees Fahrenheit (50°F-70°F);
- d. All refrigerated foods shall be maintained at or below forty degrees Fahrenheit (40°F);
- e. Frozen foods shall be maintained at or below zero degrees Fahrenheit (0°F);
- f. Inventory of all foods shall be depleted on a first-in/first-out basis;
- g. Adequate transportation for all foods shall be provided as required; and
- h. Thermometers shall be kept in each refrigerator and freezer, and temperatures shall be checked and recorded daily. Records must be kept for six (6) months.

#### **MONITORING:**

Monitoring will be performed annually, at a minimum. The NWMOAAA or an authorized NWMOAAA representative has the right to monitor at any time. A NWMOAAA representative needs the ability to gain access to the facility immediately or within five (5) minutes of the request for access. The monitor will:

- a. Inspect food to determine compliance with specification and reject food not meeting specifications.
- b. Have access to the Contractor's purchase records regarding the food purchased for the NWMOAAA Meal Program.
- c. Observe food preparation, food handling, food storage, food temperature, and food packaging.

#### **HEALTH AND SANITATION REQUIREMENTS**

At all times, including while being stored, prepared, displayed, served, or transported, food shall be protected from potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling, coughs and sneezes, flooding, draining, and overhead leakage or overhead dripping from condensation. The temperature of potentially-hazardous food shall be 40° F or below at all times.

Refrigerated storage – potentially- hazardous food to be transported shall be pre-chilled and held at a temperature of 40° F or below.

Hot storage – potentially-hazardous food to be transported shall be held at a temperature of 140° F or above.

Hot, potentially-hazardous food requiring refrigeration storage overnight shall be rapidly cooled to an internal temperature of 40° F or less, utilizing such methods as shallow pans, agitation, quick chilling or water circulation external to the food container, so that the cooling period shall not exceed four hours.

Potentially-hazardous foods that have been cooked and then refrigerated shall be reheated rapidly to 165° F or higher throughout, before being served or before being placed in a hot food storage container. Steam tables, warmers, and similar hot food-holding methods are prohibited for the rapid re-heating of potentially-hazardous foods.

The temperature requirements for potentially-hazardous foods, as stated, are mandatory. Unless temperature requirements are met during the transportation and storage, the food shall not be delivered.

Only meals meeting minimum U.S. Dept of Agriculture specifications are eligible for reimbursement.

Specific Requirements include:

- a. Personnel with symptoms of communicable disease or open or infected wounds shall not be permitted to handle food. All paid staff involved in meal preparation will have a Hepatitis A vaccination, if required by their local health department.
- b. All food handlers shall use effective hair restraints. Effective restraints are devices which both cover and hold hair, such as clean hair nets, caps, hats and bandanas. Hair spray is not an acceptable hair restraint.
- c. Equipment and work areas shall routinely be cleaned and sanitized, according to a posted written cleaning schedule.
- d. Disposables shall be discarded by a locally-approved sanitary method.
- e. If a garbage disposal is not used, waste shall be kept in leak-proof containers with close-fitting lids, and disposed of daily. Waste containers shall be cleaned daily.
- f. Dishes and utensils washed in water temperatures of less than one hundred fifty degrees Fahrenheit (150°F) and rinsed at less than one hundred eighty degree Fahrenheit (180°F) shall be chemically-sanitized when single-tank stationary rack and door-type machine using chemicals for sanitizing are used. The wash water shall not be less than one hundred twenty degrees Fahrenheit (120°F) and rinse water not less than seventy-five degrees Fahrenheit (75°F). If the dishwashing machine uses hot water for sanitizing, the wash water

shall be at least one hundred fifty degrees Fahrenheit (150°F) and the final rinse at least one hundred-eighty degrees Fahrenheit (180°F). A test kit or other device that accurately measures the parts per million concentration of the solutions shall be provided and used.

- g. All dishes and utensils shall be air dried.

### **NONCOMPLIANCE**

The NWMOAAA reserves the right to inspect and determine the quality of the food delivered, and reject meals which do not comply with the requirements and specifications of the contract.

The Contractor shall not be paid for:

- a. Unauthorized menu changes; meals that do not meet the meal pattern requirements
- b. Incomplete meals
- c. Meals not delivered within the specified delivery time listed in the contract.

Payment for meals funded by NWMOAAA may be disallowed upon request by any authorized NWMOAAA personnel who determines that the Contractor is in violation of the NWMOAAA Nutrition Standards, other regulations, or acceptable health standards, including, but not limited to, preparation, delivery and consumption of all meals.

When meals are to be disallowed, the following procedures are to be followed:

When NWMOAAA staff determines that meals are in violation of the Nutrition Standards:

- a. The NWMOAAA staff notifies the contractor of the violation and allows the contractor to correct the violation within an acceptable timeframe.
- b. If the violation is corrected to the satisfaction of NWMOAAA staff, there will be no meal disallowance.
- c. If the contractor cannot correct the violation within an acceptable timeframe or to the satisfaction of the NWMOAAA Staff, the Staff:
  - 1. Notifies the contractor that the meals are being reported for disallowance;
  - 2. Notifies the NWMOAAA fiscal department of the violation and the intent to disallow the specified meals; and
  - 3. Completes and signs a Meal Disallowance Report and sends it to the NWMOAAA fiscal department. The NWMOAAA fiscal department will make two (2) copies. The original copy is retained at NWMOAAA for processing and filing; one (1) copy is sent to the contractor.

## **DECLARED AND UNFORESEEN EMERGENCIES (Including inclement weather)**

The contractor shall develop policy and procedures for notifying all affected clients **and NWMOAAA**. If emergency meals are used, the policy must include procedures for notifying home delivered clients to use their emergency meals and **notify NWMOAAA**. Vendor is allowed three emergency closing days per year. Additional days require the approval of NWMOAAA. **NOTE: NWMOAAA will supply the shelf stable meals for emergencies.**

In the event of an emergency or disaster, as determined by the NWMOAAA, this Contract shall remain in effect.

In the event of unforeseen emergency circumstances affecting meal production or delivery, the Contractor shall immediately notify the NWMOAAA by telephone, email or facsimile (fax), or other means of the following:

- a. The impossibility of providing services;
- b. The circumstances precluding service provision; and
- c. A statement of whether succeeding service deliveries will or will not be affected.

## **STANDARDS - RECOMMENDED FOOD SPECIFICATIONS AND MEAL QUALITY**

The following specifications and standards are to be used as a guide for the Contractor. This guidance is not designed to hamper the creative nature of the individual bidder, but to set expectations for nutritious, well-designed and produced meals. Changes that are radically different should be discussed with your dietitian.

### **MEAT/ MEAT ALTERNATIVE/ ENTRÉES**

**NOTE:** All food prepared/purchased must be prepared/purchased with limited fat (fats that are made from vegetable oils e.g. canola, corn, cottonseed, olive, safflower, soybean and sunflower are required, and limit fats derived from animal fats e.g. butter, margarine, whole milk, to name a few). Sugar shall be limited, and no salt should be added unless salt is used as an ingredient to make the product of good quality.

1. Hamburger/Cheese Pizza  
Pizza will have 2 - 3 ounces of cooked meat or meat alternate to credit the 2 - 3 ounce meat requirement, and the pizza crust must be credited to equal one bread serving.
2. Chicken Strips (White Meat Only)  
One-half ounce (½ oz.) fully-cooked and browned, consisting of boneless chicken breasts in ½ ounce seasoned, breaded portions. Each serving must contain eight (8) one-half ounce nuggets to meet the required edible portion.

3. Cheeseburger Minimum cooked edible serving size is 3 ounces. Ground beef patties, frozen, regular. 4 oz.-- no less than 80% lean/20% fat. No evidence of freezing or defrosting. Product shall show no evidence of mishandling and shall be in excellent condition at time of delivery. Low Fat Cheese – 0.5 oz. Pasteurized blend of low fat cheeses from USDA – approved plant. Low fat includes, but not limited to, reduced fat cheddar, Monterey Jack, Provolone and Parmesan.

4. Macaroni and Cheese (This can be an all wheat product)

Purchase units 10, 15, 20 – pound cartons.

Major ingredients: Noodle products are prepared by dry formed units of dough made from semolina, durum flour, farina, enriched flour or any combination of two or more of these with liquid eggs, frozen eggs, dried eggs, egg yolks, frozen yolks, dried yolks, or any combination of two or more of these with or without water. Optional ingredients may include seasonings such as onion, garlic, etc. gum gluten and selected acceptable chemical compound. Products must be enriched: containing thiamin, riboflavin, niacin, and iron. Cheese must be made from low fat cheeses i.e., reduced fat cheddar, Monterey Jack, Provolone and Parmesan etc.

5. Chicken, Oven Fried

U.S. Grade A processed in a plant operating under the Food and Safety and Quality Services (FSQS). Meat and Poultry grading program of AMS, USDA. Minimum cooked edible serving size of meat is 3 oz U.S. Grade A; a wing must be added to a drumstick or thigh to ensure 3 oz. Meat exclusive of skin and bone.

The batter/breading shall consist of an enriched flour-type base with other ingredients as needed to produce a desirable texture, flavor and color. Non-salt seasoning e.g., Mrs. Dash, garlic and onion powder, etc. can be added to enhance the flavor of food.

Chicken should be oven fried in vegetable oil. The finished oven fried chicken should have an internal temperature of 185°F for dark meat and 180°F for white meat.

6. Bar-B-Que Riblet

Rib-shaped pork patty, 3-ounces each fully cooked and browned consisting of pork and no more than 5% soy protein. Barbeque Sauce should be of a typical barbeque flavor, mildly seasoned, and free from foreign matter

7. Turkey Breast

U.S. Grade A processed in a plant operating under the Food and Safety and Quality Services (FSQS). Meat and poultry grading program of AMS, USDA. Turkeys should be frozen to bring the internal temperature at the center of the package to 0° F or below within 72 hours from the time of entering the freezer. The frozen turkey shall be a uniform weight and light color.

8. Spaghetti and Meatballs

Spaghetti should be made of enriched flour products (This can be an all wheat product).

Meatball – Two or more meatballs to total 3 oz. cooked edible meat. Hamburger (ground beef) ground, fresh, USDA standard or better; no less than 80% lean/20% fat.

Spaghetti Sauce – should be of a tomato base/tomato sauce, No. 10 cans. U.S. Grade A. Fine texture. Good ripe tomato color, free from defects. Typical tomato paste flavor, free from scorched, bitter, green tomato flavor, and objectionable odors.

9. Hamburger (ground beef)  
ground, fresh, USDA standard or better; no less than 80% lean/20% fat. Meat should not exceed 50 °F during grinding and packaging.
10. Frankfurter (turkey franks) Smoked sausage  
Minimum cooked edible serving size is 3 oz. 8 links per pound. Major ingredients turkey breast, all poultry products. Links should be 5 to 6 inches in length. Prepared from select turkey, carefully blended with natural spices and seasonings.
11. Roast Beef  
Grade USDA or better. Surface flat: maximum average thickness-1/4 inch, maximum at any one point-1/2 inch. The beef shall be of good color, normal to the grade, be free of bruises, blood clots, bone dust, ragged edges, and discoloration. The roast beef shall have no evidence of mishandling and shall be in excellent condition at the time of delivery.
12. Ham  
Minimum serving size is one or more slices to equal quantity as specified in the menu.
13. Chili with Beans  
Purchase USDA  
Major ingredients: water, beef, bean, oat flour, tomato paste, soy protein, modified food starch, spices, sugar, garlic juice, onion juice, natural flavor and color, caramel color, citric acid, and garlic powder.
14. Eggs, fresh, shell  
Purchase units: dozen/30 dozen per case or half cases of 15 dozen.  
Size: Small to medium  
Grade: U.S. Grade AA, and A when appearance is important. U. S. Grade B for general cooking and baking. Recommended points for specifications: Product shall consist of fresh, natural or shell-protected eggs held under appropriate temperature and humidity conditions. Products shall be uniform in size, clean sound-shelled, edible and free from foreign odors or flavors.

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## **Milk/ Milk Products**

Cheese – (All cheeses must be low fat or reduced fat cheeses)

1. Swiss processed – Firm ripened, melted pasteurized blend of cheese and emulsifiers. Buy USDA processed cheese from USDA–approved plant.
2. Cheddar – U. S. Grade AA, not more than 39% moisture, not less than 50% milk fat on the solid basis. Possess a clean, pleasing, nut-like flavor, and a compact body and texture, aged over 6 months.



3. American and Processed  
Melted pasteurized blend of cheese and emulsifiers. Buy USDA-processed cheese from USDA-approved plant.
4. Yogurt (Plain, Sweetened or Flavored)  
Can be used as a meat/milk alternative for snacks. Requirements include 6-8 oz cups.
5. Nonfat dry milk – Not more than 5% moisture and not more than 1½% milk fat, unless otherwise specified. U.S. Extra Grade. Fortified. The product must yield reconstituted fluid milk having 2,000 International Units of Vitamin A and 400 International Units of Vitamin D per quart.

**VEGETABLES** (It is preferable for all vegetables except beans to be purchased fresh or frozen.)

1. Frozen Carrots  
Style: Diced/Sliced  
Grade: U.S. Grade A (fancy)

Carrots should have a typical, bright, orange-yellow color and be not more than slightly affected by green units. Units should be free from defects and mechanical injury. Carrots that are blemished by black or brown discolorations and unpeeled units should be avoided. Carrots should have a tender uniform texture and be firm, but fibrous. Flavor and odor should be normal. Watch for off-color showing a grayish or brownish cast, excessive number of pale carrots; presence of tough or woody carrots showing softness; poor trimming and peeling; deep cuts resulting from insect or mechanical injury.

2. Mashed Potatoes NOTE: Instant potatoes are allowable, although not preferable.  
Purchase Units: Burlap sacks: 50 or 100 pounds  
Paper cartons or 10, 15, 20, 25, or 50 pound paper bags.

Select well-shaped, smooth, reasonably clean, firm potatoes free from cuts, bruises, green skins, other blemishes, and decay. Decidedly green areas may cause bitter flavor. Deep penetrating bruises or small wormholes can cause excessive waste.

Watch for badly-sprouted or soft, flabby potatoes which are unsatisfactory. May use frozen potatoes. Season with small amounts of butter or magazine, without salt added, spices and pepper to desired and acceptable texture and taste. 1% milk can be added to provide smooth richer taste.

3. Broccoli  
Purchase Units: 2 or 2-1/2 pound packages, 12 per case.  
Style: Spears less than 10% stalk Grade: U.S.D.A. Grade B.  
Broccoli should have reasonable good color (may be variable but not off-color) and be reasonably free from defects such as discoloration. Watch for dull off-colored units, off-flavor or odor. Federal Spec No. FHHH-V-1745/4.

4. Coleslaw

Cabbage should be free of insects and bad blemishes. Coleslaw should be fresh, crisp and mildly seasoned and should hold shape and not contain too much liquid. It is mandatory that shredded carrots be added to coleslaw as part of the vegetable requirement. [Seasoning must include vinegar, oil, celery seed, and sugar (small amount) to accomplish a sweet and sour taste.]

5. Potato Rounds

Potatoes, white Purchase unit: package 1, 5 or 30 pounds  
Style: Potato Round Type: Russet

Potatoes should have good flavor, good color, and be practically uniform size and symmetry. They should be practically free of defects such as, crushed units, discolored eyes, callous areas, or discolorations that affect appearance or edibility. Potatoes should have great texture with normal flavor and odor.

6. Green Beans

Purchase Unit: Frozen preferred but not required  
Style: Cut Size: Round, number 2 (small) Flat, number 3 (medium)  
Grade: U.S. Grade A (fancy), round or flat

Product should be prepared from fresh or frozen, young immature beans. Units should be practically free from defects (excessive loose seeds, stems, ragged cuts, blemishes or serious blemishes). Beans should be very young and tender and fully fleshed for variety and practically free from tough or stringy units and have good flavor and odor.

Watch for spotted beans and beans with large seeds or worm holes; noticeably soft or mushy beans, lacking a fleshy texture; presence of excessive unsnapped ends, loose stem ends, tough inedible strings; and uneven and ragged units, split units and small pieces of pod.

7. Potato Salad

Potato should have good flavor, good color, and be diced in wedges or squares. Mildly seasoned. Should hold shape and not contain much liquid and not be mushy. Should be a part of the vegetable requirement. Ingredients include potato, low-fat salad dressing, mustard, limited sugar, and relish.

8. Corn, Whole Kernel, Frozen

Style: Golden Grade: U. S. Grade A (fancy)

Corn should be whole grains of uniform, bright color and have flavor of young, fresh, sweet corn. Grains should be evenly cut, tender, and free from defects such as, silks, husks, and hard grained; corn should not be discolored or have damaged kernels.

Watch for dull color in golden varieties; irregular or ragged cut kernels with cob tissue attached; leathery kernels, clusters of grain; and worm-eaten kernels.

9. Spinach (Fresh or Frozen)

Purchase units: 3-lb packages, 12 per case. Style: Whole, leaf chopped. Grade: U.S. Grade B

Greens should have reasonably uniform characteristic color and be reasonably free from defects such as grit, sand, etc., and damage by yellow or brown or other discoloration. They should be reasonably tender with the appearance and eating quality not affected by coarse or tough leaves and stems. They should have similar varietal characteristics and be of normal flavor and odor. Watch for off color; presence of silt, sand, grit, weeds, grass, discoloration, tough or coarse stems, or leaves; and off-flavor or odor.

10. Onion

Onion should have reasonably uniform characteristics color and be free from debris. They should be served in diced sections as a topping or ingredient.

11. Green Pepper

Peppers should have reasonably uniform characteristic color and be free from debris. They should be served in diced sections as a topping.

12. Tossed Salad

Each 1 cup serving should contain combination lettuce and carrots to meet the portion requirement. See specifications for lettuce and carrots.

13. Lettuce, Head (for tossed salad)

Heads having a green color which are at least fairly firm with fresh outer leaves and free from insect injury and discolored spots and decay.

14. Carrots (for tossed salad)

Use shredded carrots, about ½ as much as lettuce. Carrot should be smooth, solid, good orange color. Washed.

15. Baked Beans

U.S. Grade Choice beans should be used that are uniform in size and free from foreign matter. Consistency of the beans should be of a light-colored syrup. The total product should contain only mild spices.

## FRUITS

(Canned fruit should be packed with “no added sugar;” Some canned fruits on the menu may require some sugar added to hold their structure; these fruits can be packed in “light syrup.”)

1. Raisins, fresh or cooked Grade: U.S. Grade A.

Raisins should have minimum varietal characteristics, good typical color, good flavor and development. Individual packs to meet ¼ cup fruit requirement (1½ ounce packs)

2. Orange Juice

Minimum serving ½ cup. 100% juice. Canned, unsweetened. Orange juice should have color typical of fresh squeezed juice and be free of browning and oxidation. Juice should be

practically free of defects, show no coagulation, have no noticeable seed particles, and have a normal flavor.

3. Pear Cup (in light syrup) or packed with “no sugar added”  
Purchase units: No. 10 can, 6 cans per case  
Style: Halves (peeled), slices or quarters Type: Bartlett Grade: US. Grade B (choice)  
Count: 26 or more halves Packing Medium: Light Syrup
4. Apples, Fresh, Red-Minimum serving size is ½ cup.  
Apples shall be small, 2½” diameter, must be firm, crisp, and well colored. Red Delicious is requested, since apples will be eaten; and should not be over ripe; should not be irregularly shaped or have tan or brown areas on the skin.
5. Red Gelatin and mixed fruit cup  
Mixed fruit (peaches, pears, pineapple, grape and cherries), water, strawberry flavored gelatin, potassium, and sorbet. Each serving must contain ¼ cup fruit or ½ cup as specified on the menu. Units of fruit should be of uniform size, free from defects, reasonably firm, tender and have normal flavor. U.S. Grade B (choice).
6. Applesauce  
Should be regular style, unsweetened and natural flavor. Medium sweet typical bright color with fine-grain finish. Applesauce of thin consistency, dull or pink color, will not be acceptable. U.S. Grade A only.
7. Orange, Fresh--minimum serving size is ½ cup.  
Heavy, firm, well-colored, well-formed fruit with fine textured skins. 138 count, medium, California or Arizona or 125 size, Florida or Texas.
8. Grape Juice – minimum serving ½ cup. Fortified with Vitamin C. 100% juice. U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.
9. Fresh Banana – minimum serving is 1 medium banana. 150 count- 3 to 4 bananas per lb. Should be reasonably free from bruising.
10. Fresh Strawberries – minimum serving is ½ cup. May substitute frozen strawberries (sliced, packed in light syrup) when out of season or a bad crop is produced.
11. Peaches (frozen cup)  
Purchase Units: 6½, 10 or 30 pound **bag**. Style: Sliced  
Type: Light syrup or no sugar added Grade: U.S. Grade B  
Peaches can be served from a #10 can

Peaches should be reasonably uniform with bright color typical of reasonably well-matured fruit. They may possess a slight variation in color with not more than very light brown color resulting from oxidation. They should be reasonably uniform in size and symmetry and reasonably free of misshapen units. They should be reasonably free from defects such as, extraneous material,

peel, pits, and pieces of pits, damaged, or blemished units. They should have reasonably uniform tender texture, not excessively mushy or soft, with normal flavor and odor and similar varietal characteristics.

Watch for variable color, off-color, dull color, or excessive brown oxidation; presence of misshapen units, pits, stems, peel, scab; insect injury; hard, rubbery, or soft, mushy texture; and excessively frayed units or off-flavor or odor. Federal Specification Number: Z-F-1743/11.

12. Peaches, sliced

Peaches should be purchased in number 10 cans. U.S. Grade C (standard). Packed in light syrup or no sugar added. Peaches should be wholesome fruit of good flavor, fairly uniform in color and fairly free of defects, such as skins or discolored units. Peaches may be soft but not broken.

13. Fruit Cocktail or Mixed Fruit as Specified

Fruit cocktail should be purchased in Number 10 cans. U.S. Grade B (choice). Fruit cocktail should be packed in light syrup or no sugar added with all fruits having good color and be practically free from staining from the artificial dye when maraschino cherries are used. Units of each fruit should be of uniform size, free from defects, reasonably firm, tender, and have normal flavor. Fruit cocktail should contain neither less than nor more than: 30-50% peaches, 25-45 % pears, 6-16% pineapple, 6-20% grapes, 6% cherries (maraschino)

14. Pineapple, chunks

Purchase Units: Number 10 cans, 6 cans per case.

Style: chunks Grade: U.S. Grade B (choice)

Packing Medium: light syrup or "no added sugar"

Net Weight: 108 ounces Drained Weight: 65.75 ounces

Pineapple should have reasonably good color. It may have slightly dull color, but should be characteristic of properly matured pineapple of similar varieties. Color may vary between units and have white radiating streaks present, but such variations should not seriously affect the appearance. It should be reasonably uniform in size and reasonably free from defects (brown spots, eyes and bruises), have a reasonably uniform ripeness, and be fairly free of porosity.

There should not be more than 1.1 ounces of core per pound of drained fruit. Pineapple should have good flavor and odor. Watch for off-color, excess of light-colored units, white markings; or units excessively blemished with deep eyes, brown spots, bruises or peel.

15. Apple Juice – minimum serving size is ½ cup. Fortified with Vitamin C. 100% juice. Canned, U.S. Grade A (fancy). Bright typical color. Unsweetened.

16. Pineapple Juice – 100% juice. Minimum serving size is ½ cup. U.S. Grade A. Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

NOTE: All other juices must be 100% fruit juice.

17. Cinnamon Applesauce  
Should be regular style, unsweetened, natural flavor with a mild amount of cinnamon added. Medium sweet, typical bright color with fine grain finishes. Applesauce of thin consistency, dull/pink color, will not be acceptable. U.S. Grade A.

## **BREAD AND BREAD PRODUCTS**

(One out of 2 grains required must be whole grain on lunch menu)

1. Buns (hamburger) or dinner roll – Each bun/roll must weigh at least 0.9 ounces. Major ingredients: whole grain or enriched flour, shortening, water, milk or buttermilk, salt, yeast, and sugar. The crust should be uniform in color and thickness. Texture - soft;
2. Wheat Bread  
Labeled “enriched bread” or be whole grain. One slice must weigh at least 0.9 oz.
3. Rye Bread  
Made from rye flour. A serving (slice) must have a minimum weight of 0.9oz.
4. White Enriched Bread  
Made of flour, shortening, sugar, yeast, salt and water. Contains 62% total solids. Each slice must weigh at least 0.9 ounces. “Enriched bread” must contain thiamin, riboflavin, niacin and iron.
5. Hoagie Bun  
Each bun must weigh at least 0.9 ounces. Made from enriched or whole grain flour, shortening, water, milk, salt, and yeast, or whole grain.
6. Pizza Crust  
Minimum serving weight requirement is 0.9 ounces. Crust will be credited to equal one serving of bread, and must be a component of an approved pizza.
7. Italian Bread  
Made of whole grain or enriched flour or meal. Weigh at least 0.9 ounces and contain approximately 35% moisture.
8. Buns (frankfurter) – each bun must weigh 0.9 ounces. Made from enriched or whole grain flour, shortening, water, milk, salt and yeast.
9. Tortilla Chips  
Must be made of whole grain or enriched corn and must be the primary ingredient by weight, or it must be enriched in the preparation or processing and labeled “enriched”. Serving should be equivalent to 1.1 ounces or 35 grams. Serving size is 6 to 8 chips to the equivalent of 1.1 ounce serving.

10. Rice Krispies Bars  
Primary ingredient must be cereal. Cereal must be made with whole-grain or enriched flour. Serving size is 1 ounce.
11. Enriched Biscuits (This can be a whole wheat product)  
To equal a serving of bread, each biscuit must weigh at least 25 grams or 0.9 ounces.  
Major ingredients: enriched all purpose flour--chemical and physical requirements based on 14% moisture. Protein 9%, moisture 13.5%, ash 46%, pH 5.4-5/8, and falling number 175-350. Enriched flour must contain thiamin, riboflavin, niacin and iron.
12. Raisin Bread  
Made with the primary ingredient of enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt, raisins and water. Must contain thiamin, riboflavin, niacin and iron. One slice must weigh at least 1 ounce.
13. Banana Nut Bread  
Made with the same ingredients as #12, excluding raisins. Bananas and walnuts should be substituted. One slice must weigh at least 1 ounce.
14. Ravioli (breaded)  
Must be of enriched whole wheat flour. One serving size must be at least 0.9 ounces and made to equal 4 to 6 squares per serving. A 2 oz serving of additional meat must be served in a meat sauce.
15. Crackers, Saltines "no added salt" type— 0.9 ounces or 25 grams (8 crackers)  
Ingredients: Crackers are made from enriched flour (primary ingredient), shortening, malt, reduced salt and leavening.
16. Graham Crackers  
Weigh 25 grams or at least 0.9 ounces. Made from enriched flour. Contains niacin, reduced iron, thiamin, mononitrate and riboflavin, sugar, shortening. Contain one or more of the following, partially hydrogenated soybean oil, palm oil, hydrogenated palm oil, stone ground bromate whole wheat flour, corn sugar, molasses, corn syrup, sodium bicarbonate, salt, caramel color, lecithin.
17. Enriched Oatmeal Cookies  
Minimum serving requirements of 35 grams or 1.1 ounces. Whole grain or enriched flour and oatmeal of predominate ingredients as specified on the label. Provide the nutrient content equivalent to iron, thiamin, riboflavin and niacin present in the 25 gram serving of enriched bread.
18. Lightly Buttered Noodles (This can be a whole wheat product)  
Optional ingredients may include seasonings such as onion, garlic, etc., gum gluten and selected acceptable chemical compounds. Buy enriched products containing thiamin, riboflavin, niacin and iron.

19. Muffins (Banana Nut, Blueberry, Bran and Raisin)

Minimum weight per muffin is 1 ounce and must contain approximately 35% moisture. Main/primary ingredient must be made from whole-grain or enriched meal or flour.

**OTHER FOOD ITEMS**

1. Mustard--prepared mustard with good flavor, odor, color and consistency. Individual packets.
2. Ketchup – Tomato ketchup. Good red, ripe, tomato color, good consistency, not runny, no separation of liquid, free of specks, seed particles, good clean aromatic odor. Individual packets.
3. Salad Dressing – To be used instead of mayonnaise for sandwiches. Should be off-white in color. Have good texture. Emulsified semi-solid food prepared from edible vegetable oil, acid (vinegar, lemon or lime juice) whole eggs or egg yolks, and food starch and seasoning such as salt, sugar, mustard, etc. Finished product must contain not less than 30% vegetable oil and not less than 4% egg yolk. Individual packets.
4. Syrup/ Light Syrup – blended sugar and maple syrup. Formulated from not less than 15% not more than 25% (solid base) of maple syrup or maple sugar syrup of at least 66 Brix Solids and balance of granulated sugar syrup. The finished product will not be less than 66% Brix. Individual packets.
5. Bar-B-Que Sauce – Sauce should be of a typical barbeque flavor, mildly seasoned and free from foreign matter. Two tablespoons or individual packets.
6. Salt – Iodized. 1.15 gram per serving          Pepper – 1.15 gram per serving
7. Sugar – Form. White granulated sugar is made from both cane and beets. The sugar crystals range from coarse to fine. Individual packets as indicated on the menu.
8. Taco Sauce – Sauce should be of typical tomato sauce flavor, mildly seasoned and free from foreign matter. Two tablespoons or individual packets.
9. Strawberry Jelly – Individual packets must be of a pulpy consistency and prepared from clean, sound mature fresh fruit. Minimum 45% by weight of fruit ingredients to each 55% of sweetening ingredient solids.
10. Margarine – Individual patties. The flavor should be pleasing, clean, sweet and free from taint or foreign odor. Main ingredients include: corn oil, partially hydrogenated corn oil, non-fat dry milk, vitamin A and D, salt, artificial coloring and permitted chemical substances.
11. Mayonnaise – Individual Packets. Emulsified semi-solid food prepared from edible vegetable oil, acid (vinegar) whole egg or egg yolks, and seasoning (salt, sugar, mustard, etc.). The finished product must contain not less than 65% vegetable oil.



12. Salad Dressing (low fat dressings must be offered) – (French, Italian, Ranch, 1000 Island, Catalina, Honey Mustard). Individual packets. To be served with tossed salads. Emulsified fluid food made with water, vinegar, salt, sugar, soybean oil, garlic, xanthan gum, spices, and calcium disodium to preserve flavor, natural flavor and artificial color.
13. Gravy (ONLY low sodium gravies are allowed) – beef or chicken based product. All material used should be of good grade. They should be prepared under sanitary conditions in accordance with the regulations of both Federal and State departments of public health. The protein constituent must be derived from any one or a combination of the following: hydrolyzed plant protein, monosodium glutamate, beef, or chicken extract, beef or chicken fat, caramel coloring, and other ingredients. The product must be non-caking and must readily dissolve in hot water. When reconstituted, the product must have the suitable flavor and appearance of bouillon. Products containing seasoning agents whose prominence materially affects the basic flavor of beef are not acceptable.

### **NON-FOOD ITEMS**

The following non-food items should be offered and available upon request:

Durable wrapped spoon, fork and knife

Wrapped straw (optional) and standard size napkin

Paper plate for products specified on the menu: durable compartmental paper plates.

**EXHIBIT A**

**VERIFICATION OF INTENT  
NORTHWEST MISSOURI AREA AGENCY ON AGING**

**Request for Proposal**

**TO: Northwest Missouri Area Agency on Aging**  
NORTHWEST MISSOURI AREA AGENCY ON AGING  
ATTN: NUTRITION BID  
PO BOX 265  
809 NORTH 13<sup>TH</sup> STREET  
ALBANY MO 64402

1. The undersigned, in response to your request for proposal, having examined the bid instructions and specifications, hereby proposes to perform the service(s) in accordance with the bid requirements, specifications and standards at the price stated on the attached bid form.
2. The undersigned, upon notice of bid award, will begin service on or about September 1, 2018, and will continue service expeditiously thereafter to ensure the full completion of the Agreement on June 30, 2019. This agreement may be extended for two (2) additional one (1) year periods (July 1, 2019, through June 30, 2020; and July 1, 2020, through June 30, 2021) upon consent of the parties, under the herein-stated conditions.
3. The undersigned understands and agrees that the Northwest Missouri Area Agency on Aging reserves the right to reject any and all bids.
4. The undersigned understands and agrees that the Northwest Missouri Area Agency on Aging reserves the right to negotiate any and all bids, that all funding is subject to change, and that there is no minimum or maximum guaranteed under this RFP.

**AGENCY (Legal Name)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**ZIP** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **FEDERAL ID#** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED AGENT** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EXHIBIT B**  
**FY19 GENERAL ASSURANCES**

The Vendor submits herewith the proposal as required and hereby agrees to administer any resulting agreement in accordance with the regulations, policies and procedures prescribed by the Northwest Missouri Area Agency on Aging (Agency) and the Missouri Department of Health & Senior Services.

**AUTHORITY AND CAPACITY**

The Vendor assures that it has the authority and capacity to carry out the services within the service delivery area (SDA). The Vendor has on file Articles of Incorporation, where applicable, and these shall be made available upon request.

**STAFFING**

The Vendor is an independent Vendor and shall not represent itself or its employees to be employed by NWMOAAA. Therefore, the Vendor shall assume all legal and financial responsibilities for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. Furthermore, Vendor agrees to indemnify, save and hold the Agency its officers, agents and employees, harmless from any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

The Vendor assures that the services will be directed by management qualified through education or experience and that adequate numbers of qualified staff, including members of minority groups and volunteers will be available throughout the agreement period to carry out the services. Subject to the requirement of merit employment systems of local government, preference will be given to persons aged 60 or over for any staff positions (full or part-time) for which such persons qualify. Job descriptions will be on file with the Vendor and made available upon request.

The Vendor shall be responsible for verifying whether the certifications, licenses and degrees of all its personnel and those of its subcontracted personnel are current and in good standing, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this Agreement; and documentation of such licensure or certification or degrees shall be maintained by the Vendor and made available to the Agency or its designee upon request.

Pursuant to RSMo 285.530 (1) no Vendor or sub Vendor shall knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.555, a general Vendor or sub Vendor of any tier shall not be liable when such Vendor or sub Vendor contracts with its direct sub Vendor who violates RSMo 285.530 (1), if the contract binding the Vendor and sub Vendor affirmatively states that: The direct sub Vendor is not knowingly in violation of RSMo 285.530 (1) and shall not henceforth be in such violation, and the Vendor receives from the sub Vendor a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub Vendor's employees are lawfully present in the United States.

Affidavit of Work Authorization and Documentation: Pursuant to 285.530 RSMo, the Vendor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by submitting a

completed, notarized copy of the “Affidavit of Work Authorization” and providing documentation affirming the Vendor’s enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

The Vendor shall have established policies to promote the safety of its employees.

### **SPECIAL PROVISIONS**

The Vendor shall not assign any interest in this Agreement and shall not transfer any interest whatsoever in this Agreement. The Vendor shall make full, complete and accurate disclosure of its business Vendor.

The Vendor shall notify the Agency at least ten (10) business days before a change of ownership or leadership of the Vendor’s business. Change of ownership or leadership shall be defined as:

1. Partnership--a deletion, substitution, or addition of a general partner
2. Proprietary Corporation--the sale of stock to another entity acquiring five (5) percent or more of the outstanding stock shares, or the sale of the majority of corporate assets to any party.
3. Sole Proprietorship--the sale or transfer of any part of the business to any other person or business entity equal to or exceeding five (5) percent of the Vendor’s business.
4. Limited Liability--the deletion, substitution, or addition of any investing person or business entity by sale, lease, or transfer of any kind.
5. Not for Profit—Any change in board membership, officers, management or key staff.

The Vendor shall not allow any official or employee of the Agency, nor any other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services covered by this Agreement, to acquire any interest, pecuniary or otherwise, in this Agreement; and the establishment with or transfer of such interest to such an official or state employee shall constitute a material breach of this Agreement.

The Vendor warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Vendor further warrants that no person having such an interest shall be employed or conveyed an interest, directly or indirectly, in this agreement. Additionally, the Vendor agrees to immediately report any such conflict of interest to the Agency and warrants that none now exists.

The Vendor shall have a policy to maintain a drug-free workplace.

The Vendor shall maintain the insurance coverage required by 19 CSR 15-7.010. The Vendor herein authorizes its insurance carrier, broker, agent and/or premium finance company to release

information concerning insurance coverage required by 19 CSR 15-7.010 upon the request of the Agency. Vendor shall furnish the Agency with a copy of said liability insurance policy or policies

The Vendor shall maintain records of all its activities pursuant to the Agreement and applicable statutes and regulations. These records shall be legible, accurate, genuine and complete records of all its activities pursuant to the Agreement and applicable statutes and regulations. These records shall include, but not be limited to, records to verify the delivery of services pursuant of the terms of this Agreement and applicable statutes and regulations.

The Vendor agrees to make all its records, which in the judgment of the Agency are related in any way to the performance of this Agreement, available for examination or copying without restriction, upon request by the Agency or its designated representatives and to such federal and/or state agencies as may request such information. The Vendor also agrees that failure to comply with this provision shall be deemed a material breach of this Agreement, and to repay the Agency all amounts for any services which are not adequately verified and fully documented by the Vendor's records.

Adequate verification and full documentation shall mean that the Vendor's records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine that the Vendor's services were provided. The Vendor shall keep adequate legible, genuine, accurate and complete records to verify the delivery of services pursuant to the terms of this Agreement and applicable statutes and regulations for minimum period of five (5) audited years following the Agreement's expiration.

## **TERMINATION**

The Agency may cancel the agreement at any time for nonfeasance, misfeasance, or malfeasance of contractual obligations by the Vendor. Should the Agency exercise its right to cancel the agreement for such reasons, the cancellation shall become effective on the date specified in the written cancellation notice sent to the Vendor. Cancellation of this agreement shall not be deemed a breach of contract, and the Agency will not be held liable for any damages.

The Agency and the Vendor reserve the right to terminate the agreement at any time, without penalty or recourse, by giving written notice to the other party at least thirty (30) days prior to the effective date of such termination. Such right of cancellation shall be in addition to the right granted above, and may be for any or no reason at all, based upon the discretion of either party. The Vendor agrees that it has no rights to perform under this agreement beyond such 30-day period. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Vendor under the agreement shall, at the option of the Agency, become property of the Agency. The Vendor shall be entitled to receive just compensation for that work completed prior to the effective date of termination.

The Vendor agrees that the agreement shall automatically terminate without any penalty assessed to the Agency if funding is not appropriated for the purposes of this agreement by the United States Congress and/or State of Missouri General Assembly. Moreover, the Vendor shall not prohibit or otherwise limit the Agency's right to pursue and contract with alternate solutions and remedies as

deemed necessary by the Agency in the conduct of its affairs. The Vendor reserves the right to discontinue services should funds not be appropriated by the United States Congress and/or the State of Missouri General Assembly unless reimbursement is assured through alternate means by the Agency. In addition, the requirements stated in this paragraph shall apply to any amendment or to any extension of this agreement.

### **CONTRIBUTIONS FOR SERVICES**

The Vendor understands and agrees that all services provided under this agreement are subject to Older Americans Act contribution regulations. The vendor also understands and agrees they will not collect any contributions from Agency clients. This does not prohibit a Vendor from collecting payment for services provided to an Agency client that are not part of the care plan and paid by the Agency.

### **TRAINING**

The Vendor will make provisions for the training of personnel necessary to carry out the proposed services. Complete documentation of such training shall be kept on file at the Vendor's office and made available upon request.

### **CONFIDENTIALITY**

The Vendor will assure that no information, obtained from or about a service recipient which is in the possession of the Vendor providing services under this contract, shall be disclosed in an identifiable form without the informed consent of the individual, except as required in RSMo 660.300 regarding reports made to the Central Registry Unit of DHSS.

### **ACCURACY OF INFORMATION**

The Vendor assures that it will maintain, monitor and update all web-site information on a regular basis, and as necessary. Electronic information, includes, but is not limited to: the Vendor's website and all information pertaining to web based information for use of clients.

### **PATENT AND COPYRIGHTS**

The Vendor is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401).

The Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this agreement. The Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for agency purposes and to authorize others to do so.

### **AMENDMENTS TO THE PROPOSAL**

The Vendor assures that it will, prior to implementation; submit for approval to the Agency, necessary documentation of substantial changes, additions, or deletions to this RFP in accordance with the terms and conditions of this proposal and any succeeding agreement.

## **LENGTH OF AGREEMENT**

The successful Vendor will operate under an Agreement, contingent upon continued State and Federal funding (the Agency resources) and upon successful fulfillment of Agreement requirements by the Vendor. The Agency reserves the right to extend this Agreement **two (2)** years beyond its expiration date through the execution of an Agreement Amendment. The Vendor agrees and understands that the Agency may require supplemental information to be submitted by the Vendor prior to any amendment being granted.

## **AFFIRMATIVE ACTION PLAN**

The Vendor assures that, if applicable, it will have an Affirmative Action Plan which complies to the principles of 8 CSR 60-3.080. The Affirmative Action Plan will be available upon request.

## **COMPLIANCE REQUIREMENTS, AS APPLICABLE**

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by DOL regulations (41 CFR Part 60)
- b. Fair Labor Standards Act, as amended
- c. Fair Employment Practices Act, as amended
- d. Age Discrimination Act, as amended
- e. Copeland "Anti-Kickback" Act, (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3)
- f. Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by DOL regulations (29 CFR Part 5)
- g. Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR Part 5).
- h. Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S. C.1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15)
- i. Americans with Disabilities Act of 1990 (ADA)
- j. Title of the Civil Rights Act of 1964, as amended and all other applicable federal and state laws, regulations and executive orders relating to the foregoing.
- k. Health Insurance Portability and Accountability Act of 1996 (HIPPA), as amended.
- l. Title IX of the Education Amendment Act of 1972 (P.L. 92-318)
- m. Section 504 of the "Vocational Rehabilitation Act of 1973" (P.L. 93-112)
- n. Omnibus Drug Initiative Act of 1988 (P.L. 100-690)
- o. "Defense of Marriage" United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7.
- p. Public Law 89-73 as amended through Public Law 114-144, enacted April 19, 2016 "Older Americans Act"
- q. 45 CFR Part 80 "Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services. Effectuation of Title VI of the Civil Rights Act of 1964"

- r. 45 CFR Part 84 “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation”
- s. 45 CFR Part 91 “Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance”
- t. 19 CSR 15-4 “Older Americans Act” and 19 CSR 15-7 “Service Standards.”
- u. RSMo 285.525 to 285.555 Unauthorized Alien Work Authorization and Documentation in the State of Missouri
- v. 41 N.S.C. 4712 Employee Whistleblower Protection

The Vendor agrees to comply with the following statutory and regulatory requirements when applicable:

- Sections 210.900 through 210.936, RSMo – Family Care Safety Registry (FCSR)
- Sections 210.109 through 210.183, RSMo – Abuse or Neglect of child
- Section 565.188, RSMo – Report of Elder Abuse
- Section 610.120, RSMo – Closed Records
- Section 192.2000, RSMo – Alzheimer’s Disease
- Section 192.2400 through 192.2505, and 43.530 – 43.450, RSMo including:
- Section 192.2490 – Employee Disqualification List o Section 192.2495 – Criminal Background Checks
- 19 CSR 30-82.060 – Hiring Restrictions – Good Cause Waiver
- **19 CSR 15.7.060 -- Nutrition Service Standards**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants’ Responsibilities. The regulations were published as Part II of the June 26, 1985, Federal Register (pages 33, 036-33, 043).

Read Instruction for Certification below prior to completing this certification.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing below, the vendor is certifying and agreeing to all assurances listed above, if applicable to the organization.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed – Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



# Instructions for Certification

## Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –

### Lower Tier Covered Transaction

1. By signing and submitting this agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” and “voluntarily excluded,” as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. In addition, the term “agreement,” as used in this clause, is deemed to have the same meaning as “proposal.” You may contact the person to whom this agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this agreement that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT C  
GENERAL INFORMATION**

**BIDDING AGENCY:** \_\_\_\_\_  
(Exactly as it appears in the Articles of Incorporation)

**ADDRESS:** (the address to which all correspondence, payments, contracts, etc. are to be sent)  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**STATUS:** For-Profit \_\_\_\_\_ Not-For-Profit: \_\_\_\_\_  
501(c)(3) TAX EXEMPT: Yes: \_\_\_ No \_\_\_

---

**AUTHORIZED SIGNATURES**

1. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Documents authorized to sign: \_\_\_\_\_  
\_\_\_\_\_

2. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Documents authorized to sign: \_\_\_\_\_  
\_\_\_\_\_

3. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Documents authorized to sign: \_\_\_\_\_

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4. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Documents authorized to sign: \_\_\_\_\_

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5. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Documents authorized to sign: \_\_\_\_\_

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6. Typed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Documents authorized to sign: \_\_\_\_\_

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**EXHIBIT D**

**INTENT TO PERFORM AS A WOMEN AND/OR MINORITY OWNED BUSINESS (MBE/WBE)**

Project Title and Description: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as: (check one):

\_\_\_\_ Prime Subrecipient/Contractor    \_\_\_\_ Subcontractor

\_\_\_\_ Other (Please specify) \_\_\_\_\_

The MBE/WBE status of the undersigned is confirmed by a Certification from:

---

(Please provide a copy of current certification certificate):

Name of MBE/WBE Firm: \_\_\_\_\_

Signature of Firm's Authorized Representative: \_\_\_\_\_

Print name and title: \_\_\_\_\_

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

**EXHIBIT E**  
**METHOD FOR SUBMITTING PROPOSAL**

Proposals for the home delivery of hot and/or frozen/cold meals shall be submitted separately. If you are interested in being considered as a home delivered hot meals vendor only, please mark your response as “Hot Meals, Home Delivered.” Please respond in writing to the following questions:

1. Specify the vendor’s name, contact person’s name/contact information, address and phone number of facility to be used for meal preparation.
2. Attach copies of any required licenses and inspection reports for food preparation facility. Attach copies of any required licenses and/or certifications for food preparation staff. Attach most recent facility health and fire inspection reports.
3. Specify the firm, fixed unit price per hot meal on the Home Delivered Hot Meals Unit Cost Bid Submission form. Price must include all charges including delivery to clients in portions of Nodaway County.
4. Describe how vendor will meet the meal preparation and packaging requirements as outlined in the **RFP**. Please be specific about how the hot meal is prepared and packaged.
5. Provide a sample of menus for a 28-day cycle.
6. Describe any experience or contracts that demonstrate vendor’s ability to meet the requirements in the **RFP**.
7. Describe the system that will be used to deliver hot meals to specified clients at the required frequency.
8. Describe the billing procedures vendor will use and attach a sample invoice.
9. Attach proof of required insurance certificates.
10. The Vendor’s authorized representative must sign, date and return Exhibits A–G.

# HOME DELIVERED HOT MEALS UNIT COST BID SUBMISSION

BIDDER: \_\_\_\_\_

**HOME DELIVERED HOT MEALS - \_\_\_\_\_**

# MEALS: \_\_\_\_\_ BID PRICE: \$ \_\_\_\_\_

By signing below, I certify that the responses to the questions related to Home Delivered Meal–Hot are true and accurate and that the price listed above is firm.

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

Title: \_\_\_\_\_

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

If you are interested in being considered as a home delivered frozen/cold meals vendor, please mark your response as "Frozen/Cold Meals, Home Delivered." Please respond in writing to the following questions:

1. Specify the vendor's name, contact person's name/contact information, address and phone number of facility to be used for meal preparation.
2. Attach copies of any required licenses and inspection reports for food preparation facility. Attach copies of any required licenses and/or certifications for food preparation staff. Attach most recent facility health and fire inspection reports.
3. Specify the firm, fixed unit price per frozen/cold meal on the Home Delivered Frozen/cold Unit Cost Bid Submissions form. Price must include all charges including delivery to clients in portions of Nodaway County.
4. Describe how vendor will meet the meal preparation and packaging requirements as outlined in the **RFP**. Please be specific about how the frozen/cold meal is prepared and packaged.
5. Provide a sample of menus for a 28-day cycle.
6. Describe any experience or contracts that demonstrate vendor's ability to meet the requirements in the **RFP**.
7. Describe the system that will be used to deliver frozen/cold meals to specified clients at the required frequency.
8. Describe the billing procedures vendor will use and attach a sample invoice.
9. Attach proof of required insurance certificates.
10. The Vendor's authorized representative must sign, date and return Exhibits A-G.



# HOME DELIVERED FROZEN/COLD UNIT COST BID SUBMISSION

BIDDER: \_\_\_\_\_

## HOME DELIVERED MEALS - FROZEN/COLD

# MEALS: \_\_\_\_\_ BID PRICE: \$ \_\_\_\_\_

By signing below, I certify that the responses to the questions related to Home Delivered Meals–Frozen/Cold are true and accurate and that the price listed above is firm.

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

Title: \_\_\_\_\_

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

**EXHIBIT F**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.  
**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)  
**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under Area Agency on Aging Services and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Representative’s Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT F**

**Continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

_____	_____
Signature of Notary	Date

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative’s Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT G**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contract, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

State

\_\_\_\_\_

Agency

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title