

SFY 2019
REQUEST FOR PROPOSAL
NUTRITION SERVICES

UNDER THE OLDER AMERICAN ACT OF 1965,
AS AMENDED

TO BE AWARDED BY
NORTHWEST MISSOURI AREA AGENCY ON AGING
809 NORTH 13TH STREET
ALBANY MO 64402

PUBLIC NOTICE

Notice is hereby given that the Northwest Missouri Area Agency on Aging (NWMOAAA) will release Request for Proposal (RFP) documents on March 7, 2018 for the provision of services in portions of Nodaway County for State Fiscal Year 2019 (July 1, 2018 – June 30, 2019)

- Congregate hot meals
- Home delivered hot meals
- Home delivered frozen meals
- Shelf stable emergency meals
- Eligibility assessments – congregate and home delivered

Proposals may be written for one or more of these services. The Agency may award multiple contracts for the individual categories of service. The Agency reserves the right to refuse any and all bids.

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.

Visit our web site at www.nwmoaaa.org/nodawaymeals.pdf for more details.

REQUEST FOR PROPOSAL

PART ONE

I. INTRODUCTION

This document constitutes a Request for Proposal (RFP) to purchase hot meals served in a congregate setting and hot and/or frozen pre-plated home delivered meals to clients in their homes, as well as eligibility assessments for potential clients. Proposals may be written for one or more of these services. The Agency may award multiple contracts for the individual categories of service.

Respondents will follow a multi-phase process in response to this RFP. Specified regulatory paperwork and documentation will only be required if the proposal is selected for tentative acceptance by the NWMOAAA Board of Directors.

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

- A. Proposal narrative (cover page, narrative, budget and budget justification)
- B. Form I.1 SUBMITTAL AND VERIFICATION OF INTENT
- C. Form I.2 GENERAL INFORMATION
- D. If applicable I.3 INTENT TO PERFORM AS A WOMAN AND/OR MINORITY OWNED BUSINESS (MBE/WBE)
- E. If applicable I.4 REQUEST FOR WAIVER
- F. Copy of the organization's most recent tax return

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

If after review and scoring, a proposal is selected for possible funding by the NWMOAAA Board of Directors, the respondent would move on to the third phase. During this pre-award phase a risk assessment of the organization would be completed and the respondent would be required to submit the remaining regulatory paperwork and documentation found in the Exhibit Section of this RFP.

II. PUBLIC NOTICE

Notice is hereby given that the Northwest Missouri Area Agency on Aging (NWMOAAA) will release Request for Proposal (RFP) documents for the provision of services in portions of Nodaway County for State Fiscal Year 2019 (July 1, 2018 – June 30, 2019)

Congregate hot meals

Home delivered hot meals

Home delivered frozen meals

Shelf stable emergency meals

Eligibility assessments – congregate and home delivered

As stated previously, proposals may be written for one or more of these services. The Agency may award multiple contracts for the individual categories of service.

These documents will be released on Wednesday, March 7, 2018. A pre-bid conference will be held on March 19, 2018, at 1:00 pm at 809 North 13th Street, Albany, Missouri. Questions related to the proposal procedures and requirements and evaluation will be answered at this conference. Proposals are due no later than 9:00 AM, Wednesday, April 4, 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 13TH STREET
ALBANY MO 64402

Office Hours: 8:00 AM – 4:30 PM Monday through Friday

Telephone: 660-726-3800

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 interest 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 Northwest Missouri Area Agency on Aging 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 contractors is in alignment with the Older Americans Act of 1965 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 web site at www.nwmoaaa.org and the DHSS web site at <http://health.mo.gov/seniors/>

IV. CONTRACT PERFORMANCE PERIOD:

The NWMOAAA aging program period 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.

V. 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 Contractor, in writing, of the intent to exercise the renewal option. If a price increase is requested by the Contractor with the renewal, the Contractor 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.) or with an administration cost which exceed either 10% or the Contractor's federally negotiated rate.

VI. MINIMUM REQUIREMENTS OF ALL BIDDERS:

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

- A. A business/organization eligible to do business in the State of Missouri. Proposals from individuals will not be accepted.

- B. A business/organization that has current licenses and/or permits, as required for proposed service(s).
- C. 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.
- D. A business/organization must have at least two years' experience in the delivery of the service bid on.

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 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.

VII. SUBCONTRACTS:

Subcontracts may be considered, but will require the following:

- A. The primary subrecipient/contractor and the proposed subcontractor must agree to all applicable requirements set forth in the primary contract. Municipalities administering programs are exempted from this requirement.
- B. Prior to NWMOAAA approving a subcontract, the primary subrecipient/contractor must submit a written copy of the proposed agreement to subcontract, and the same documentation required of the primary subrecipient/contractor will be required of the subcontractor.

VIII. 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.

IX. TERMS AND DEFINITIONS

Whenever the following words and expressions appear in the Request for Proposal document or any amendment thereto, the definition or meaning described below shall apply.

ADA - Americans With Disabilities Act

Administrative Costs - Those personnel and associated costs not directly involved with providing units of service.

Amendment - A written, official modification to an RFP or to a contract.

Attachment - Applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications. Attachments are for the bidder to complete and submit with the bid prior to the specified target date and time.

Bid Submission Sheets - Applies to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and submitted by the bidder with the bid, prior to the specified bid target date and time.

Bidder - The person or organization that responds to an RFP by submitting a bid with prices to provide the services as required in the RFP document

Contract - A legal and binding agreement between two or more competent parties, for a consideration for the procurement services.

Contractor - An organization which is a successful bidder as a result of an RFP and who enters into a contract.

Designated Nutrition Centers – NWMOAAA-contracted nutrition centers providing a congregate meal and other social activities.

Exhibit - Applies to forms which are included with an RFP for information purposes or for the CONTRACTOR to utilize.

May - A certain feature, component, or action is permissible, but not required.

Means Testing - Use of income to limit or deny service.

Must - A certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

Request for Proposal (RFP) - The solicitation document issued by the NWMOAAA to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all, Exhibits, Attachments, and Amendments thereto.

Shall –Has the same meaning as the word must.

Should - A certain feature, component and/or action is desirable but not mandatory.

Weekend – That period of time from 6:00 p.m. Friday until 9:00 p.m. Sunday.

X. 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.

CONGREGATE FUNDING ESTIMATES:

TITLE IIIC1: (CFDA# 93.045, DHSS Pass Through #ER5105-15-004)	\$42,877.79
USDA: (CFDA# 93.053, DHSS Pass Through # ER5105-004)	\$ 3,029.77
Contributions have historically averaged \$2.79 per meal	

HOME DELIVERED FUNDING ESTIMATES:

TITLE IIIC2: (CFDA# 93.045, DHSS Pass Through# ER5105-004)	\$18,546.28
GENERAL REVENUE	\$25,830.52
USDA: (CFDA# 93.053, DHSS Pass Through #ER5105-004)	\$ 3,374.63
Contributions have historically averaged \$2.40 per meal	

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.

ELIGIBILITY ASSESSMENTS FUNDING ESTIMATES:

TITLE IIIC1: (CFDA# 93.045, DHSS Pass Through #ER5105-15-004)	\$ 1,200.00
TITLE IIIC2: (CFDA# 93.045, DHSS Pass Through #ER5105-15-004)	\$ 3,600.00

PART TWO

SERVICES, STANDARDS AND DEFINITIONS

NUTRITION SERVICES

This exhibit addresses the meal services requested under this contract, the minimum standards expected for all programs that may be funded by NWMOAAA 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.

SERVICES REQUESTED

Nutrition Services

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

The services for bid include:

- A. Congregate Meals
- B. Home Delivered Meals--Delivered to the client's home (hot and frozen)
- C. Meals, Other – Shelf stable

UNIT OF SERVICE: One (1) meal.

MEAL DESCRIPTIONS:

CONGREGATE MEAL (CM)

A dietitian-approved hot meal, prepared daily, and served in an approved NWMOAAA contracted nutrition site, to be served to eligible clients on a daily basis (M-F), throughout the year. Serving time should at a minimum be available between the hours of 11:00 and 12:30. Funding for weekend meals is not currently available for congregate meals.

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:

A registered and/or licensed dietitian-approved, pre-plated, frozen 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 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.

MEALS, Other

The NWMOAAA Nutrition program includes the preparation and delivery of shelf-stable meals to be used by authorized home bound individuals in the event of an emergency. A minimum of three meals should be kept in the home but should not exceed five.

Home Delivered Emergency Meals – Shelf Stable:

Shelf-stable meals consisting of a 2-3 oz. protein, 1 cup combined of vegetables and fruit, two starches (one being a whole grain) and dry milk/cocoa packet are required, in order for home delivered clients to have meals on hand for weather-related or other emergencies that prevent meal delivery to homebound clients. The Contractor shall prepare and deliver these meals to authorized clients at the individual's place of residence, during the first quarter and shall replace as needed throughout the year to ensure that there are at least three emergency shelf-stable meals available throughout the year.

DELIVERY REQUIREMENTS:

1. Contractor must provide services to new clients as soon as possible, but never more than five 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 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.
3. Meals, whether delivered 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, 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.

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 meal 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 monthly 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. 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, 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 & 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 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 bandannas. 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)

If congregate meal sites are closed due to inclement weather, or home delivered meals cannot be delivered, the Contractor must notify the NWMOAAA as soon as possible. The contractor shall develop policy 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. Congregate meal sites are allowed three 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 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 or not succeeding service deliveries will 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.
-

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 (t 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, reasonable 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: 6-1/2, 10 or 30 pound can. 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. In 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 or 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.

PART THREE

SERVICES, STANDARDS AND DEFINITIONS

ELIGIBILITY ASSESMENTS

The standards referenced in this exhibit govern eligibility assessments and reassessments also referred to as intakes, are supported by the Older Americans Act, and are minimum requirements 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).

All units of service are based upon one assessment. The Unit Price for one assessment shall be based on one completed assessment or reassessment, including logging the data into AgingIS.

NWMOAAA will contract with the lowest, best bidder. Bidders must clearly establish their ability to provide accurate and comprehensive eligibility assessments throughout the year.

SERVICES REQUESTED

ELIGIBILITY ASSESMENTS

Eligibility Assessments shall consist of gathering and inputting into the AgingIS Database, at a minimum, the following data collection elements contained in the Client Registration section:

FOR CONGREGATE CLIENTS

Name
Address
General demographic information
Other contact Information
Nutritional risk assessment screening

FOR HOME DELIVERED CLIENTS

Name
Address
General demographic information
Other contact Information
Nutritional risk screening
Activities of Daily Living screening
Instrumental Activities of Daily Living screening
Identification of a qualifying condition for home delivered vs. congregate

REASSESSMENTS

Reassessments are expected to be completed annually for Congregate clients and are required annually for Home Delivered clients.

FOR CONGREGATE CLIENTS:

Review and update ALL general information including contact information in the database

Conduct the Nutritional risk assessment in full

FOR HOME DELIVERED CLIENTS

Review and update ALL the general information including contact information in the database

Reassess the Nutritional risk assessment in full

Reassess the Activities of Daily living in full

Reassess the Instrumental Activities of Daily living in full

Review and update the qualifying conditions as needed

PROCESS

FOR CONGREGATE CLIENTS

Initial assessments must be completed on new congregate clients the first time they come in to eat at a congregate site. Reassessments should be conducted annually on clients who are active and continue to receive services. The reassessment should be conducted the first time they come in after the year is up. Reassessments for client who are visitors, seasonal or have not received service in the past year will not be reimbursed. It is expected that both assessments and reassessments be conducted in person when the client comes in to eat.

FOR HOME DELIVERED CLIENTS

Initial assessments **must be completed in the client's home**. Service may begin prior, as long as the assessment is done within five days. Reassessments must be conducted annually for clients who continue to receive service and have not been assessed or reassessed within a year's time. Although updates, even by phone, are encouraged more frequently, reassessments **must be completed annually in the client's home**. Depending on the client's reason for eligibility, more frequent reassessment may be necessary. An example would be a temporary eligibility such as surgery, sickness, etc. vs. a long-term eligibility rating such as chronic disease, inability to get out, etc.

As soon as a home delivered assessment or reassessment is completed, the contractor shall notify the NWMOAAA by secure email or fax for review.

The assessor must be trained and certified before assessments are conducted.

PART FOUR

OTHER REQUIREMENTS

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 contractor will be notified of the amount of NSIP funds included in the contract. It is up to the contractor 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 contractor 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 contractor from NSIP funds was used to purchase food produced in the United States.

CONTRIBUTIONS

With the exception of Medicaid clients, all clients must be given the opportunity to contribute toward the cost of their services. Contributions are considered Federal funds and must be handled in accordance with all applicable Federal and State rules and regulations: As with other Federal funds, contributions must be collected, protected and expended in the same manner as all other funds under this contract and in accordance with 2 CFR 200, otherwise known as the Super Circular.

Each contractor shall develop, implement and oversee/monitor a Contribution Policy for any and all services. The purpose of this policy shall be to provide Service Recipients the opportunity to contribute for services received, but not deny service to anyone who cannot or will not make a contribution. The Contractor's policy shall provide assurance that each service recipient, excluding Medicaid recipients, shall be provided an opportunity to voluntarily contribute to the cost of the service. The privacy of each recipient with respect to his/her contributions must be protected. An eligible service recipient shall not be charged for participating in any service or activity conducted with Federal or State funds.

The following shall be used in developing and implementing this policy:

- ✓ If the service is housed in a facility, each Contractor must have in place a system to identify all contributions by the service for which they were received. This may be accomplished by envelopes identifying each service, or by separate, clearly-marked, locked boxes or containers into which the service recipients can place any contributions they wish to make. In order to assure confidentiality, the locked container should be placed in an area that is easy to see, but not normally congested with people.

- ✓ Where the service recipient makes a contribution in their home, (such as home delivered meals,) the service recipient must be provided with a self-addressed envelope in which to make any contribution.
- ✓ Facilities must have a pre-approved easily-read sign, posted in a conspicuous location, that explains the contribution policy. In-home providers shall have a pre-approved typed letter that explains the contribution policy. Home delivered meal recipients shall be informed no more than quarterly and no less than every six months, of their right to voluntarily contribute to the cost of their service.

CONTRIBUTIONS/USE OF:

The policy must assure that all contributions collected will be used to expand the service for which the contribution was made and that all contributions will be expended for allowable costs incurred in the same fiscal year in which it was earned.

CONTRIBUTION ACCOUNTABILITY:

The policy must also assure accountability in handling contributions. The Contractor shall include in their policy, procedures to safeguard and account for contributions. The Contractor shall be responsible for establishing and monitoring procedures for accountability.

The following procedures for safeguarding and accounting for contributions shall be at a minimum.

1. Each day, the contributions must be accessed and counted simultaneously by two (2) people, preferably volunteers. The Project Director should not be one of the two. This includes all contributions, whether they arrive by mail, volunteers or are placed in a contribution box.
2. The amount of contributions received shall be entered on a daily contribution sheet by program, and the persons counting the money must sign the sheet, acknowledging the counted amount. All boxes must be filled in before counters sign attesting to the amounts.
3. Contribution money must be held in a secured area or locked box until deposited. Money must not be taken home by Contractor staff.
4. The money is to be deposited daily, or at a minimum, weekly if less than \$50 is on hand. In addition, contribution money must be deposited the last day of the month, even if less than \$50. The amount deposited must reconcile with the total of the daily contributions listed on the documentation sheet and have a clear audit trail of both cash and checks.
5. Contribution containers (boxes) must have the capability of being locked and are not to be used for the purpose of making change.

6. Contribution envelopes must have the capability of being sealed by the contributor.
7. All persons handling funds must be covered by the Contractor's blanket liability bond.

SUGGESTED CONTRIBUTION:

The policy also must provide a format for implementing a suggested contribution policy and schedule. The Contractor shall develop a suggested contribution policy for each service provided. In developing a suggested contribution, the Contractor shall consider the income ranges of elderly persons in the community, the Contractor's costs and the Contractor's other sources of income. The suggested contribution shall be revised periodically as needed.

MATCHING:

If a project is accepted and funded, any funds received, (with the exception of Medicaid) must be matched at a ratio of: 90% contract funds 10% match from the contractor. The match may be cash, donated time, donated items or donated space. The match must not be funded by another federal source and donated time, items and space must be such that they would be necessary to the service and an allowable cost if paid for.

PART FIVE

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:
 - a. It is imperative that all respondents to the RFP carefully read the document in its entirety prior to responding in writing. The narrative shall address in detail each specific area at a minimum. If an area is not addressed or is not addressed well, it will affect the overall proposal score.
 - b. Conformity to service standards stated in the proposal package.
 - c. Past performance records as verified by monitoring reports, administrative reviews and participant input for any respondent who has previously provided services for NWMOAAA. Lack of prior service provision to NWMOAAA will not count against any respondent.
 - d. The Women and Minority Business (Disadvantaged Business Enterprise) status.
 - e. The respondent's financial condition and management capabilities.
 - f. Quality of the product.
 - g. The extent to which the respondent's programs are actually or potentially coordinated with other services provided by the respondent, community based local organizations or applicable local governments.
 - h. NWMOAAA reserves the right to evaluate a respondent based on historic information and facts, no matter the source.
- 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:

<u>Category</u>	<u>Maximum Points</u>
Cost	35
Proposal Narrative	40
Quality Taste tests	<u>25</u>
Total	100
MBE/WBE	5

- F. 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.

SFY 2019

**NORTHWEST MISSOURI AREA AGENCY ON
AGING**

REQUEST FOR PROPOSAL

NUTRITION SERVICES

PROPOSAL FORMS

AND

INSTRUCTIONS

PROPOSAL SUBMISSION AND INSTRUCTIONS

There must be separate proposals submitted for: Congregate meals, Home Delivered Meals and Eligibility Assessments.

I.1 SUBMITTAL AND VERIFICATION OF INTENT:

Must be filled out completely and signed by an executive officer who is legally authorized to sign for respondent. Must be submitted with the proposal.

I.2 GENERAL INFORMATION:

The form must be filled out completely. The first signature listed should be an executive officer who is legally authorized to sign for respondent. It must be submitted with the proposal.

I.3 INTENT FOR PERFORM AS A WOMEN AND/OR MINORITY OWNED BUSINESS (MBE/WBE):

Must be completed in total if applicable, signed by an executive officer who is legally authorized to sign for respondent and submitted with the proposal.

I.4 REQUEST FOR WAIVER:

Must be completed in total if applicable, signed by an executive officer who is legally authorized to sign for respondent and submitted with the proposal.

I.5 PROPOSAL NARRATIVE:

As supported in the details and requirements stated below, in a maximum of 8-10 pages (Single-spaced, no less than .5" margins, Arial 12-point font,) describe the service you propose to deliver and how.

As applicable, the narrative must specify approaches, plans or descriptions that are relevant to the specific type of service proposed.

Respondents are strongly encouraged to address the service needs of low-income individuals, low-income minority individuals, older individuals with limited English proficiency and older adults living in rural areas throughout the proposal. Moreover, respondents are encouraged to embrace principles of person-centered care throughout the proposal.

The following headings and content are recommended for structuring the narrative.

A. Service Background and Experience

1. Identify at least one location or office within the eighteen county area where business is conducted and records are maintained.
2. Give organizational experience in providing services. Where appropriate, also provide contractual experience.
3. Where applicable, describe the qualification and expertise of key staff.
4. How will the respondent do outreach and serve the service needs of low-income individuals, low-income minority individuals, older individuals with limited English proficiency, older adults living in rural areas and those with Alzheimer's disease or related disorders with neurological and organic brain dysfunction?

B. Service Delivery

1. Specify what service is being proposed and what will be delivered.
2. An appropriate description of respondent's facilities and equipment for preparation of meal, location and equipment to be used to maintain food temperatures during transportation.
3. Contingency plans
4. How will the respondent plan for and/or determine hot vs. frozen meals? Explain the client's choices, options and input opportunities.
5. How, when and where will wellness checks for home delivered clients be conducted, what will it include, and will there be electronic reports available?
6. Describe in detail your frozen meal product including but not limited to product descriptions, processes, quality measurements, and safety precautions etc. Frozen meals prepared with food that has been fully cooked, set in a steam table or left over from a congregate meals will not be accepted.
7. Quality surveys and assessments (as applicable to the type of service you are proposing)
 - i. Anonymous responses from surveyed clients
 - ii. Aggregate data in electronic format
 - iii. Client grievance procedures

C. Partnerships

Describe partnerships and/or capacity/quality enhancing collaborative efforts. How does the proposed service enhance the capacity of the “aging network” in Nodaway County to keep older people healthy, engaged and in the community?

D. Additional Requirements

1. An outline/summary of the respondent’s training program should be included. Training should include staff, volunteers and Board members as applicable.
2. Describe the respondent’s plan for informing clients how to submit contributions and a description of how the respondent will inform clients that they are receiving NWMOAAA funds and give an explanation of those funds. Electronic donation solutions may be considered.

I.6 UNIT COST DETERMINATION AND SERVICE BUDGET

Properly complete budgets for each service must be completed and submitted.

I.7 BID SUBMISSION

A form for each service being proposed must be filled out completely. The signature must be an executive officer who is legally authorized to sign for respondent. Each one must be submitted with the proposal.

OTHER ATTACHMENT(S) TO BE SUBMITTED:

A copy of the respondent’s most recent tax return

**SFY 2019
RFP - NUTRITION SERVICES
I.1 SUBMITTAL AND 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 13TH 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 July 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:** _____

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: _____

4. Typed name: _____ Signature: _____
Title: _____
Documents authorized to sign: _____

5. Typed name: _____ Signature: _____
Title: _____
Documents authorized to sign: _____

6. Typed name: _____ Signature: _____
Title: _____
Documents authorized to sign: _____

I.3 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: _____

I.4 REQUEST FOR WAIVER – NUTRITION SERVICES

This contract is governed by both State and Federal Codes of Regulation. Federal regulations cannot be waived. If there are any State regulations that you will be unable to fulfill you must request a waiver from the regulation. Please submit a separate waiver request for each regulation.

FISCAL YEAR REQUESTED SFY 2019

A. Specific CSR requirement (Title) _____ 19 CSR 15 - _____
(Provide CSR section number, subsection, etc.)

B. Brief description of Requirement and explain why the requirement cannot or should not be met (attach any documentation required by the specific CSR requirement).

C. Describe the proposed alternative for meeting the intent of the specific requirement, and explain how the proposed alternative was selected.

D. List all services/locations to which the proposed alternative is to apply.

Board Chairperson Signature: _____ Date: _____

(For Area Agency Use Only)

APPROVED: _____ DISAPPROVED: _____ PERIOD: _____

SIGNATURE: _____ DATE: _____

I.6 UNIT COST DETERMINATION AND SERVICE BUDGET

SFY 2019

CONGREGATE or HOME DELIVERED MEALS

	BID COSTS	CONTRIBUTED COSTS	TOTAL COST	VOLUNTEER & DONATED COSTS - MATCH
A. DIRECT SERVICE COSTS (Must be directly related to the production and delivery of the service)				
Personnel/Labor/fringe (kitchen help, etc.)				
Raw Food				
Consumable and kitchen supplies				
Insurance & Licenses (such as product liability)				
Direct building costs (such as kitchen repairs, inspections, etc.)				
Equipment (kitchen, delivery, etc.)				
Other (identify):				
1. SUBTOTAL DIRECT SERVICE COSTS				

2. TOTAL NUMBER OF MEALS PROPOSED:				
3. TOTAL DIRECT UNIT COST: (without meal delivery)				= #1 divided by #2

Labor/fringe - meal delivery				
Travel/mileage - meal delivery				
4. Total Meal Delivery Cost				
5. NUMBER OF HOME DELIVERED MEALS PROPOSED:				
6. MEAL DELIVERY UNIT COST				= #4 divided by #5
7. TOTAL HOME DELIVERED DIRECT COST:				= #3 plus # 6

TOTAL CONGREGATE BID COST :				#3 above divided by 90 = Total cost (Admin. Cannot exceed 10% or the bidder's federal negotiated rate)
------------------------------------	--	--	--	--

8. TOTAL HOME DELIVERED BID COST:				#7 above divided by 90 = Total cost (Admin. Cannot exceed 10% or the bidder's federal negotiated rate)
--	--	--	--	--

NOTE: All funds must be matched with a minimum of 10%. This match can be cash from other sources (contributed costs column) or donated time and items that are required for the services such as volunteer drivers or donated supplies (volunteer donated costs column)

Contributed Costs: Identify the funding source(s) used to cover the costs shown above as other cash match services.				

I.7 UNIT COST BID SUBMISSIONS

BIDDER: _____

HOT MEALS - CONGREGATE

MEALS: _____ **BID PRICE: \$** _____

Signature: _____

Title: _____

Date: _____

I.7 UNIT COST BID SUBMISSIONS

BIDDER: _____

HOME DELIVERED MEALS (HOT, FROZEN AND SHELF STABLE)

MEALS: _____ **BID PRICE: \$** _____

Signature: _____

Title: _____

Date: _____

I.7 UNIT COST BID SUBMISSIONS

BIDDER: _____

CONGREGATE ELIGIBILITY ASSESSMENTS

ASSESSMENTS: _____ BID PRICE: \$ _____

HOME DELIVERED ELIGIBILITY ASSESSMENTS

ASSESSMENTS: _____ BID PRICE: \$ _____

Signature: _____

Title: _____

Date: _____

SFY 2019

**NORTHWEST MISSOURI AREA AGENCY ON
AGING**

REQUEST FOR PROPOSAL

NUTRITION SERVICES

EXHIBITS

**II.1 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
- 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; Phone: 888-464-4218; Email: 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.

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

II.2 Assurances

SFY 2019

The bidding organization, hereinafter referred to as BIDDER, submits the proposal as required and agrees to carry out the contract in accordance with the regulations, policies and procedures prescribed by the Northwest Missouri Area Agency on Aging, hereinafter referred to as AGENCY and the Department of Health & Senior Services (DHSS.)

Authority and Capacity

The BIDDER assures that it has the authority and capacity to administer any resulting contract, and to carry out a program pursuant to the RFP within the PSA either directly or through contractual or other arrangements. The BIDDER has on file articles of incorporation, where applicable, and these shall be made available upon request by the AGENCY.

Staffing

The Contract will be directed by an individual qualified through education or experience to carry out the services. Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this RFP. Subject to the requirements 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 at the BIDDER's central office and shall be made available upon request by the AGENCY. The proposed staffing plan for the BIDDER which sets forth the number and type of personnel employed will also be on file at the BIDDER's central office and be made available upon request. The BIDDER understands and agrees that any changes in key personnel requires immediate notification to the AGENCY and submittal of a new I.2 General Information form, if applicable.

Standards of Personnel Administration

(19 CSR 15-4.120 Affirmative Action/Equal Employment Opportunity/Preference in Hiring)

In cases where the BIDDER is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration and any standards prescribed by the US Civil Service Commission pursuant to section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the BIDDER and shall be made available to the AGENCY upon request.

Functions

In addition to the development and administration of the RFP, the BIDDER for Congregate services will also carry out directly, to the maximum extent feasible, the following guidelines:

- (a) Provide leadership and advocacy on behalf of all older persons within the PSA for which the BIDDER is responsible.

II.2 Assurances

SFY 2019

- (b) Ensure that each activity undertaken by the BIDDER, including planning, advocacy and systems development, will include a focus on the needs of low-income, minority older individuals; older individuals residing in rural areas; and individuals at risk for institutional placement.
- (c) Serve as an advocate for older persons within the PSA by monitoring, evaluating and commenting upon all policies, programs, hearings, levies and community actions which will affect older individuals.
- (d) Identify, in coordination with the AGENCY, the public and private non-profit entities involved in the prevention, identification and treatment of the abuse, neglect and exploitation of older individuals, and based on such identification, determine the extent to which the need for appropriate services for such individuals is unmet.
- (e) Establish measurable program objectives consistent with AGENCY guidance, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement; and include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.
- (f) Periodically evaluate the services carried out under the RFP; evaluations will include the views of older persons participating in such services.
- (g) Receive public comments concerning the needs of the elderly on an ongoing basis;
- (h) Evaluate the effectiveness of service provision to low-income minority older individuals residing in rural areas and take corrective action where needed;
- (i) Additionally the BIDDER has the responsibility to inform the older individuals and the caretakers of such individuals, of the availability of assistance and refer them to the AGENCY for further assistance.
- (j) Provide a grievance procedure for older individuals who are dissatisfied with or denied services.

Contributions for Services (OOA Section 315)

The BIDDER will assure that each recipient has the opportunity to voluntarily contribute for all or part of the costs of the services provided. Each recipient shall determine for himself what he/she is able to contribute toward the cost of the service, and providers shall clearly inform each recipient that no service shall be denied because of his/her inability or failure to contribute to the cost of such service.

The BIDDER shall provide that the methods of receiving contributions from individuals shall be handled in such a manner as to:

- (a) protect the privacy and confidentiality of each recipient;
- (b) establish appropriate procedure to safeguard and account for all contributions; and
- (c) use all collected contributions to expand the service for which it was given.

Training (19 CSR 15-4)

The BIDDER will make provisions for the training of personnel necessary for the implementation of the RFP. The training plan will be available in the BIDDER's central office and available to the AGENCY upon

II.2 Assurances

SFY 2019

request. Attendance by an authorized representative of the BIDDER at specified training sessions sponsored by the AGENCY is mandatory; other training is at the discretion of the BIDDER.

Evaluation (OAA Section 206(a))

The BIDDER will coordinate and assist in any efforts undertaken by DHSS or the Administration on Community Living to evaluate the effectiveness, feasibility and costs of activities under the Area Agency's area plan.

Confidentiality (19 CSR 15-4.300 Record Keeping and Confidentiality)

The BIDDER will assure that no information obtained from an agency providing services about a service recipient under the RFP 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 Missouri Adult Abuse and Neglect Hotline of DHSS.

Public Information

The BIDDER for congregate services will provide public information supplied by the AGENCY and shall notify the AGENCY when it has been completed.

Amendments to the RFP

The BIDDER assures that it will, prior to implementation, submit for approval to the AGENCY necessary documentation of substantial changes, additions or deletions to RFP in accordance with the Missouri Code of State Regulations and the terms and conditions of the contract.

Special Menus (19 CSR 15-7.060(8) Nutrition Service Standards)

The BIDDER assures that it will provide special menus, where feasible and appropriate to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of older eligible individuals.

Access to Programs by Older Native Americans (OAA Section 306(a)(11))

The BIDDER assures that it will determine if a significant population of older Native Americans reside in the PSA. If so, the BIDDER will assure that it will pursue outreach activities to increase access of those older Native Americans to all services provided under the RFP. All services under the RFP will be made available to Older Native Americans to the same extent as such services are available to all older individuals.

II.2 Assurances

SFY 2019

Senior Center Assurances (19 CSR 15-4.175 (3))

The BIDDER for congregate services assures that at any time there is a plan to open, relocate, renovate or terminate a senior center, prior notice will be given to the AGENCY.

Accuracy of Information

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

Authorized signature

Date

Governing Body Chair (If applicable)

Date

II.3 CONTRACTUAL PROVISIONS

If a contract is awarded, the Bidder must comply with all the following provisions, as applicable. The BIDDER, by virtue of the signature below, acknowledges understanding and compliance with the provisions listed in this exhibit.

- (a) Drug-Free Workplace: The CONTRACTOR agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (P.L. 100-690, Section 5151 through 5160).
- (b) Violation or Breach of Contract: All contracts, other than those for small purchases, will include administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (c) Termination for Cause and Convenience: All contracts, in excess of \$10,000 will include provision for termination for cause and convenience of the AAA, including the manner by which it will be effected and the basis for settlement.
- (d) Equal Employment Opportunity: All construction contracts of all CONTRACTORS in excess of \$10,000, will include provision for compliance with the 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 DFR Part 60.)
- (e) Copeland "Anti-Kickback" Act: All CONTRACTORS with contracts for construction or repair will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL reg (29 CFR Part 3).
- (f) Davis-Bacon Act: All construction endeavors of CONTRACTORS in excess of \$2,000, will comply with the Davis-Bacon Act (40 U.S.C.276a to a7) as supplemented by DOL Regulations (29 CFR Part 5)
- (g) Contract Work Hours and Safety Standards Act: All construction endeavors by CONTRACTORS in excess of \$2,000, and excess of \$2,500 for other contracts involving employment of mechanics or labors, will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).
- (h) Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governments Grant, Contracts and Cooperative Agreements: All CONTRACTORS shall comply with 37 CFR part 401, and any implementing regulations, as applicable.
- (i) Clean Air Act/Clean Water Act/EPA Regulations: All CONTRACTORS will comply with all applicable stands, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive order 11738, and Environmental Protection Agency regulation (40CFR Part 15)
- (j) The Pro-Children Act of 1994: All CONTRACTORS will comply with the Pro-Children Act of 1994 (20 U.S.C. 6081 which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (k) 31 USC 1352 : All CONTRACTORS will comply with limitations on the use of appropriated funds to influence certain federal contracting and financial transactions.
- (l) Immigration Reform and Control Act of 1986 (8 USC 1324a) and Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and section 274A of the Immigration and Nationality Act.

Below is a list of state and federal compliance requirements related to programs funded with DHSS. All CONTRACTORS will comply with all the listed requirements.

- (a) Public Law 100-175 "Older Americans Act," as amended
- (b) 2 Code of Federal Regulations (CFR) Part 200 (Subparts A – F).
- (c) 7 CFR Chapter II Part 250.42 "USDA Food and Consumer Service, Nutrition Program for the Elderly"
- (d) 45 CFR Part 92 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- (e) 20 CFR Part 641 "Senior Community Service Employment Program"
- (f) 19 CSR 15-4 "Older Americans Act" and 19 CSR 15-7 "Service Standards"
- (g) 48 CFR 31.2 – "For-Profit Organizations"

In accordance with Section 34.040.6 RSMo, if the CONTRACTOR or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

All CONTRACTORS shall comply with all Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color national origin, sex, or religion in all employment activities;
- (b) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d));
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- (e) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- (f) Equal Employment Opportunity –E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”
- (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- (h) Missouri Governor’s E.O. #94-03 and # 05-03;
and the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

State and Federal Law requires Missouri employers to post the following notices at most work sites. Investigations may be conducted by State inspectors. An employer found to be in violation of State or Federal Laws by willfully failing to post up-to-date OSHA posters may be subject to criminal penalties, as well as civil liability actions including assessments of up to \$7,000.

State Posting Requirements

- (a) Discrimination in Employment Law (Admin. Code CSR 60-3.010)(1)
“Equal employment notices shall be posted by every employer, labor organization, or employment agency. These notices shall be posted in obvious places where all employees may access them.”
- (b) Workers’ Compensation Law (287.127(1))
“Workers’ Compensation Law notices which will identify the procedures employees should take if injured, shall be posted in conspicuous locations.”
- (c) Discrimination in Public Accommodation Law (Missouri Commission on Human Rights)
“Race, Color, religion, national origin, ancestry, sex, or handicap discrimination in public accommodation is prohibited in Missouri.”
- (d) Unemployment Benefits Law (Labor and Industrial Relations Code 288.130(2))
“Posters identifying unemployment insurance benefits shall be posted by employers in conspicuous places in each place of business.”

Federal Posting Requirement

- (a) Child Labor Law (Child Labor 294.005)
“The purpose of this chapter is to ensure that no child under sixteen years of age is employed in an occupation, or in a manner, that is hazardous or detrimental to the child’s safety, health, morals, educational processes or general well-being.”
- (b) Uniform Services Employment and Reemployment Rights Act
“Federal Law requires all employers to notify employees of their rights under **USERRA**, and employers must meet this requirement by displaying this notice where they customarily place notices for employees.”
- (c) Employee Polygraph Protection Act (29 USC 2003, 2005)
“Each employer shall post and maintain...notice (of the pertinent provisions of this chapter) in conspicuous places on its premises where notices to employeesare customarily posted.” “Any employer who violates provisions of this chapter may be assessed a penalty of not more than **\$10,000**.”
- (d) Equal Employment Opportunity (29 UFR 1601.30(a), (b))
“Every employer... shall post and keep posted in conspicuous places upon its premises notice in an accessible format... describing the applicable provisions of the Title VII and the ADA...Title VII makes failure to comply with this section punishable by a fine of not more than **\$110** for each separate offense.”
- (e) Family and Medical Leave Act (298 USC 2619(a), (b))
“Each employer shall post and keep posted in conspicuous places on the premises of the employer where notices to employees and applicants for employment are customarily posted, a notice...setting forth...pertinent provisions of this subchapter and information pertaining to the filing of a charge...Any employer that willfully violates this section may be assessed a civil money penalty not to exceed **\$100** for each separate offense.”
- (f) Minimum Wage Act (29 FR 516.4)
“Every employer...shall post and keep posted a notice explaining the Act...in conspicuous places in every establishment where such employees are employed so as to permit them to observe readily a copy.”
- (g) Occupational Safety and Health act (29 CFR 1903.2(a)(1))
“Each employer shall post and keep posted a notice or notices...informing employees of the protections and obligations provided for in the Act...in a conspicuous place or places where notices to employees are customarily posted. Each employer shall take steps to ensure that such notices are not altered, defaced or covered by other material.”

Agency

State

Authorized Signature

Date

Title

II.4 DEBARMENT

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.

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.

II.5 LOBBYING

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 appropriate 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.

Agency

State

Authorized Signature

Date

Title