# REQUEST FOR PROPOSALS FOR THE DELIVERY OF NUTRITION SERVICES CONGREGATE AND HOME-DELIVERED MEALS

FOR THE CONTRACT PERIOD July 1, 2025 through June 30, 2029

Mifflin-Juniata Area Agency on Aging, Inc.

#### I. INTRODUCTION

The Mifflin-Juniata Agency on Aging, Inc. (M-J AAA) is requesting proposals from bidders responsible for providing Nutrition Services (Congregate and Home-Delivered Meals).

Detailed explanation of services to be provided under this contract, and regulations governing program operations and contract period, are incorporated herein.

Proposals should contain all the information as requested in Section III. Information Required from Applicants and Appendix A. Proposals will be reviewed and evaluated by any or all of the following: M-J AAA Administrative personnel, M-J AAA Board member(s), and/or their designates, and rated according to criteria selection.

The M-J AAA and the M-J AAA Board of Directors reserve the right to disqualify any proposal which is not responsive to the service specifications, nor submitted in the time frame specified in this Request for Proposals (RFP).

#### II. GENERAL INFORMATION FOR THE BIDDER

#### A. Purpose.

This RFP provides interested applicants with information to enable them to prepare and submit bids for consideration by the M-J AAA. to satisfy the need for Nutrition Services.

#### B. Issuing Office.

This RFP is issued for the M-J AAA, 25 Rothermel Dr. Yeagertown, PA 17099 which is the sole point of contact for this RFP. Correspondence regarding this RFP must be directed in writing at the above address, or by email to Chelsea Reed (creed@mymjrsc.com)

#### C. Contract Statement.

The M-J AAA will enter a contract for Nutrition Services for the period of July 1, 2025, to June 30, 2029, with the option to renew/negotiate each fiscal year at the sole discretion of the M-J AAA, subject to the availability of State and Federal funds. There is no guaranteed number of meals. All meals ordered depend solely on consumer demand in senior centers and the number of consumers identified as being qualified to receive home delivered meals. The following historical volume of service is presented for information purposes only. The projected annual volume of services for the period, based on historical data from FY 2023-2024 is approximately 14,400 congregate meals and 58,800 homedelivered meals.

Due to the cyclical nature of senior center attendance, changes in consumer demand and other factors beyond our control, some deviation from historical volumes of service, either lower or higher may occur. The total number of meals will be contingent upon consumer demand and the availability of funds.

Nutrition Service Bids must be submitted on a multiple county basis. However, the M-J AAA reserves the right to negotiate with any and/or all prospective Contractors and award Nutrition Service Contract(s) on an individual county basis or any combination of counties and/or Senior Centers, that will best serve the interests of the M-J AAA and our Consumers.

Bidders interested in submitting proposals for service areas larger than an individual county need to clarify the unit cost difference in doing so, as well as the differences in their line-item budget, service delivery proposal and must specify the geographic coverage area proposed.

#### D. <u>Type of Contract</u>.

It is proposed that if a contract is entered into because of this RFP, it will be a unit cost contract. The unit of service is a complete meal including:

- Congregate meal delivery to four Senior Centers
- Home Delivered plated meals without delivery to the consumer.
- As an alternative option, Home Delivered plated meals and delivery to the consumer.

The M-J AAA will assume that the cost quoted in the enclosed Price Quote Statement meets all the specifications described without qualification. The unit cost is to be broken down as indicated on the Price Quote Statement form. The unit cost is assumed to include all costs for all functions required to ensure compliance and/or fulfillment of the service as defined herein. Proposal unit prices will remain effective for the three-year contract period with the opportunity for two (2) one (1) year extensions.

#### E. Prior Costs.

The M-J AAA is not liable for any costs incurred by the contractor prior to the execution of a contract.

# F. Rejection of Proposals.

The M-J AAA reserves the right to reject any and all bids, or any part of any bid submitted, to waive technical defects, and to accept or reject any bid, if in their judgment, the best interest of the M-J AAA will not be served. This RFP can be amended as needed, with written notice given to all contractors in receipt of this RFP.

#### G. Response Date.

To be considered, proposals must arrive at the M-J AAA office, 25 Rothermel Dr. Yeagertown, PA, 17099, by 12:00 p.m. Friday, May 9th, 2025. Any bids received after the 12:00 p.m. deadline will not be accepted. Sealed bid envelopes must be marked "Sealed RFP-Mifflin-Juniata Home Delivered/Congregate Meal Services for Agency on Aging" on the outside of the envelope. Bidders must submit two (2) originals of each proposal. The originals should not be stapled or bound by any other means e.g. velo-bound, etc. Proposals are to be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Proposals must be signed by an official authorized to bind the Contractor to all bidder provisions. Bid pages

must be submitted in the order and format listed in Appendix A. Specifically, the first page of the submitted bid must be the completed Summary of the Proposed Overall Costs. For this RFP, the bid must remain firm for at least 120 days following submission of the proposal.

#### H. <u>Pre-Proposal Conference</u>.

A pre-proposal conference may be convened for prospective bidders if needed to clarify any points in this RFP which may not be clearly understood. This will be the only time to respond to questions. All questions and/or inquiries from applicants must be forwarded, in writing or email (creed@mymjrsc.com). Answers to questions will not be official until verified in writing by the M-J AAA. Answers to all questions received prior to or during the pre-proposal conference will be made available to all prospective Contractors.

#### I. Presentation to Review Team

Applicants <u>may</u> be required to make an oral presentation of their proposal to the M-J AAA review team to clarify the proposal and to ensure mutual understanding. If necessary, the M-J AAA will schedule these presentations.

### J. <u>Facility Inspection</u>.

Facility site visits <u>may</u> be scheduled by M-J AAA as part of the selection process. The Bidder must comply with the Pennsylvania Department of Agriculture, Department of Health and Department of Environmental Protection licensure and inspections, storage capacity, and including, but not limited to, terms noted in this RFP.

#### K. <u>Prime Contractor Responsibilities</u>.

The selected bidding agency will be required to assume responsibility for and to begin to provide all services offered in its proposal no later than July 1, 2025. Further, the contractor may not enter subcontracts for services or functions offered under this proposal without the express and written permission of M-J AAA. Services must be available to the consumers throughout the entire contract period.

#### L. Disclosure of Proposal Contents.

Cost and price information provided in the proposal will be held in confidence and will not be revealed or discussed with competitors and will be disclosed only upon public announcement of Bid Opening/Award. Proposals submitted become the property of the M-J AAA and may be reviewed and evaluated by any person(s) at

the discretion of the M-J AAA.

#### M. Establishment of Office.

The contractor must have a commissary, operational upon submission of proposal or include in the proposal detail how the contractor proposes to be operational to begin meal services by July 1, 2025.

#### N. News Releases.

News releases pertaining to this RFP or the services and project to which it relates will not be made without prior M-J AAA approval, and then only in coordination with the Issuing Office.

#### O. State Approval.

Section 1321.101(b) of the Older Americans Act regulations (45 CFR 21125), (1980) requires that the State Agency provide approval before a contract with a profit-making organization can be entered into by an Area Agency on Aging.

The M-J AAA reserves the right to obtain information regarding the ability of the bidder to render the service that the M-J AAA has requested. This information could include, but is not limited to the following: (1) contact as reference-purchasing agencies, trade associations, etc., (2) review CPA audits, etc., (3) inspection of proposed facilities, (4) random inspection of existing facilities/production sites operated by the bidder, (5) past performance, etc. Such information may be taken into consideration upon evaluation of the bidder's proposal.

#### P. Opening of Bids.

Sealed proposals will be opened publicly at the M-J AAA office, 25 Rothermel Dr. Yeagertown PA 17099, at 1:00 PM on May 9, 2025.

#### III. INFORMATION REQUIRED FROM APPLICANTS

All applicants are required to provide all the following information, **in the specific order** listed in Appendix A.

#### A. Identification of the Applicant

List the name, address, and telephone number of the applicant agency and the

name and title of the Corporate or Organization Executive Officer. Using all applicable terms from the following list, identify the agency as public, private, non-profit, voluntary, proprietary, or minority agency. Provide the Agency's IRS identification number.

#### B. <u>Federal/State Regulations</u>.

Applicants must demonstrate familiarity with all applicable Federal/State laws and regulations, such as the Federal Older Americans Act, Pennsylvania Act 1987-70, 45 CFR parts 74 and 1321, Aging Program Directive APD # 15-03-02

#### C. Statement of Understanding.

State in concise terms your understanding of the work to be performed under this contract. Clearly state your understanding of the respective roles, written procedures, responsibilities, and authorities of the Agency on Aging and the Food Services Contractor in providing Nutrition Services.

#### D. Background Statement and Prior Experience.

In the narrative form describe the general history of your agency in providing Nutrition Services. The bidder must provide all of the following:

- 1. Management Experience and Company Philosophy. Describe your qualifications and experience, or comparable experience, in preparing and delivering *each* meal service that you are proposing to provide to multiple senior meal programs at acceptable quality, quantity, and temperature levels, within an established time schedule.
- 2. References: List the other agencies or programs of comparable size and/or nature currently being served by your firm. Specify if food for these agencies is prepared in the same or different kitchen as proposed for this contract. Provide company name, address, phone number and fax number, an authorized contact person and an alternate for a minimum of three agencies, two of which must be related to the experiences described under 1. Management Experience.

#### E. Agency Organization and Administration.

1. Submit a staffing chart displaying the food production and delivery personnel who will produce and deliver the meals at acceptable quality, within delivery schedules and at the proper temperatures. State the delivery methodology and the type of system, equipment, and method of

temperature control utilized, and steps to be undertaken in the event of a break-down.

- 2. Provide copies of all applicable licenses and certificates for each position assigned to carry out the contract.
- 3. For the following positions please provide name, contact, and qualifications:
  - Contract Manager/Food Service Supervisor or authorized designate
  - b. Liaison to M-J AAA
  - c. Dietician
  - d. Lead Chef/Cook
  - e. Employee supervising the nutrition service activities provided under this RFP
  - f. Billing/Fiscal Manager
- 4. Submit proof that the company has a registered dietitian available as needed for the provision of services under this proposal. Bidder must certify that the Pennsylvania Department of Aging's nutrition standards are met as outlined in the Aging Program Directive # 15-03-02. State the frequency the dietitian will be required to visit the company's kitchen during preparation activities for this contract.
- 6. Fiscal Management and Examination of Records

Upon award, the Contractor agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the contract, insurance costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of this contract. Such records shall comply with the Uniform Standards of Accounting and Financial Reporting.

- a. Name the firm which performs the Company's annual independent audit.
- b. Describe records and reports which will be developed or used internally to record program information.
- c. Upon award, the Contractor agrees to maintain program statistical records required by M-J AAA and the Pennsylvania Department of Aging (PDA) and to produce program narrative and statistical data at times prescribed by, and on forms furnished by M-J AAA

and/or PDA.

- d. Upon award, the Contractor agrees to make available at the office of M-J AAA at all reasonable times during the term of the contract, any of the records for the inspection, audit or reproduction by any authorized representative of M-J AAA.
- e. Upon award, the Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under AWARD, and for such period, if any, as is required by applicable statute or regulations, by any other paragraph of this RFB or by paragraphs (i) and (ii) below:
  - (i) If the award is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final statements:
  - (ii) Records which relate to litigation or the settlement of claims arising out of the performance of the award, or costs and expenses of the award to which exception has been taken by the auditors, shall be retained by Contractor until such litigation, claims, or exceptions have reached final disposition.

Upon termination of award or at the end of each contract year, Contractor shall provide an annual report in such form as hereafter specified by M-J AAA.

- 7. Describe the company's policies and procedures for the following:
  - a. Menu development and nutritional evaluation.
  - b. Describe procurement procedures, identifying current food and supplies purveyors.
  - Cleaning, maintenance and sanitation practices, including sanitation and safety procedures in food preparation and in food delivery.
  - d. Daily program monitoring mechanisms and self-monitoring procedures to ensure food quality.
  - e. Procedure for resolution of complaints.

- f. Procedure for handling emergency situations. Describe procedure for twenty-four-hour communication availability of the Food Services Supervisor in emergency situation.
- g. Contingency plan to replace and/or supply necessary items rejected at the Senior Center, including time frames, replacements and sources.
- h. Plan of daily activities for food services production and delivery.

#### F. Commissary and Equipment:

- 1. Bidder must fully comply with all Federal, State and Local laws and regulations governing the preparation, handling, transportation of food, and procure and keep in effect all necessary licenses and permits. Kitchen facilities must be approved by the Department of Agriculture and/or Health Department for operation of a nutrition program the size and depth of the Nutrition Services for Older Adults. Attach copies of the applicable inspections and reports during the last year. Submit the name and telephone number of the inspector(s).
- The M-J AAA reserves the right to conduct an inspection of the production facilities), distribution facilities), and/or contracted sites. Opportunity for tasting or sampling of prepared foods must be available to the M-J AAA Board of Directors and management staff upon request. Food will be evaluated for appearance, taste, quality of product used and nutritional standards.
- 3. Provide verification of appropriate storage space and refrigerated storage space.

#### G. Delivery Capabilities, Equipment and Schedule.

- 1. Describe the equipment and vehicle(s) used to transport and deliver food to consumers and senior centers, and the method and equipment used to maintain temperatures.
- 2. Provide a delivery route plan and schedule for each center, and consumer homes, ensuring food is received at the specified temperatures.

#### H. <u>Insurance Coverage</u>:

At the Contractor's sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance in such amounts to afford minimum protection per occurrence as described below, and for such risks as the County may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of Contractors of services in Pennsylvania similar to the services provided by Contractor. All policies of insurance, including policies for any amount carried more than the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

- 1. General liability insurance (including coverage for physical abuse and sexual molestation with sub-limits of at least \$500,000 per occurrence and \$2,000,000 per annual aggregate) with no self-insured retention, and with no endorsements excluding or limiting coverage, naming PCA and the Commonwealth of Pennsylvania and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and non-contributory to any other coverage available. Such coverage shall have limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 combined bodily injury and property damage per occurrence and \$3,000,000 per annual aggregate.
- 2. Automobile liability insurance written on the current Insurance Services Office's commercial auto form or its equivalent, with no self-insured retention, naming PCA and the Commonwealth of Pennsylvania and their directors, officers, employees and agents as additional insureds, with an endorsement stating that the coverage afforded the additional insureds shall be primary and non-contributory to any other coverage available, and with limits of coverage, on a stand-alone basis or in combination with excess or umbrella coverage, of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, covering owned, non-owned and hired vehicles;
- 3. Workers compensation insurance (with statutory limits of coverage and no deductible) and employers liability insurance (with limits of coverage of not less than \$100,000 per accident, \$100,000 per employee by disease and \$500,000 policy limit by disease and no deductible) endorsed for all states in which work is to be performed under the Agreement (including, without limitation, Pennsylvania);
- 4. Professional liability insurance naming M-J AAA and the Commonwealth of Pennsylvania and their directors, officers, employees and agents as additional insureds with an endorsement stating that the coverage afforded the additional

insureds shall be primary and non-contributory to any other coverage available.

- 5. Certificates of Insurance The Contractor shall provide the Executive Director prior to commencing any activity covered by this Request for Proposal/contract resulting from bid award, Certificates of Insurance evidencing the required insurance. They shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance which expire during the term of this contract. The certificates shall provide that the insurance company will inform the M-J AAA in writing by registered mail thirty (30) days prior to the termination of the policy and prior to any alterations made in the policy which alterations change, restrict, or reduce the insurance provided, or change the name of the assured. Such certificates shall, in addition to the information related to the insurance required, contain the following:
  - a. Inception and expiration date of insurance policy.
  - b. Limits of liability provided (Public Liability and Property Damage).
  - c. Coverage provided, including special hazards if required.
  - d. Name of insurance company.
  - e. Policy number.
  - f. Additional interests covered.
  - g. Certificates shall reflect self-insured retention applicable to any contract of insurance.
  - h. Excess liability contracts certified to meet State underlying insurance requirements.
  - i. Specification number and nature of activity.

No Certificate will be accepted which holds blameless the issuer or reduces any rights conferred on M-J AAA by the above certificates, nor will they be accepted unless the certificates bear a signature of a direct representative of a Company authorized to do business in Pennsylvania.

- 6. The M-J AAA Director may, at their discretion, modify or waive any of the foregoing requirements.
- 7. The Contractor agrees to indemnify the M-J AAA from and assume all liability for, and to pay taxes and assessments of any kind whatever, that by law shall or may be levied or assessed and levied on premises utilized, activities conducted, or services performed by the Subcontractor and the Articles of Agreement.
- 8. The successful Applicant, its heirs, successors, and assigns shall indemnify and hold M-J AAA, the M-J AAA Board of Directors, M-J AAA employees/representatives, and agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney's fees and

costs, which may arise against M-J AAA, the M-J AAA Board of Directors, M-J AAA employees/representatives, and agents arising from or related to its performance, including, but not limited to Applicant's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including terms and conditions, of the contract.

#### J. STANDARDS OF INTEGRITY

#### 1. Definitions:

- a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the M-J AAA.
- b. Consent means written permission signed by a duly authorized officer or employee of the M-J AAA provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the M-J AAA shall be deemed to have consented by virtue of execution of a contract for service under this RFP.
- c. Contractor means the individual or entity that has entered into an agreement with the M-J AAA including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
- d. Financial interest means:
  - i. Ownership of more than a 5% interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- 2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the M-J AAA.
- 3. The contractor shall not disclose to others any confidential information gained by

virtue of this agreement and will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as it may apply to applicants' services and activities required under this agreement as determined by M-J AAA. Applicant staff will attend HIPAA training, and cooperate with maintaining compliance with relevant HIPAA standards

- 4. The contractor shall not, in connection with this or any other agreement with M-J AAA directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- 5. The contractor shall not, in connection with this or any other agreement with the M-J AAA directly or indirectly, offer, give, or agree or promise to give anyone any gratuity for the benefit of or at the direction or request of any officer or employee of M-J AAA
- 6. Except with the consent of M-J AAA neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- 7. Except with the consent of the M-J AAA the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 8. The contractor, after being informed that any violation of these provisions has occurred or may occur, shall immediately notify M-J AAA in writing.
- 9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- 10. The contractor shall, upon request of the Office of State Inspector General, or the M-J AAA reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this RFP with the Area Agency on Aging or which are otherwise relevant to the enforcement of these provisions.
- 11. For violation of any of the RFP provisions, the M-J AAA may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing

business with the M-J AAA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the M-J AAA may have under law, statute, regulation, or otherwise.

#### IV. NATURE AND SCOPE OF WORK

#### A. DEFINITION/WORK STATEMENT.

Optimal nutrition throughout life can help to delay the aging process and reduce the risk of degenerative diseases which may accompany advanced age. Good nutrition in the later years promotes good health and maximizes the quality of life. Meals provided in a congregate setting allow for socialization. Meals delivered to homebound people enable them to remain in their own residence and maximize their independence.

The M-J AAA provides home delivered meals services to homebound people in the Mifflin and Juniata County service area. The M-J AAA also currently operates four (4) Senior Community Centers. Each center serves a congregate meal at approximately 11:30 AM. See Appendix C for the Senior Center listing.

The M-J AAA Inc. reserves the right to open, close, or combine Senior Centers, to increase or decrease day(s) of operation and adjust the number of congregate meals in accordance with community needs and resources. The M-J AAA also reserves the right to increase, decrease, or adjust the number of home-delivered meals and delivery in accordance with community needs and resources. In the event of nutrition program expansion or a demonstration project, the Contractor shall provide the same services as specified in this RFP.

#### B. UNIT OF SERVICE/REIMBURSEMENT.

A reimbursable unit of service is one (1) meal which contains at least 1/3 of the current Recommended Dietary Allowance (RDA)'s as established by the Food and Nutrition Board of the National Academy of Science-National Research Council. RDAs for elderly nutrition programs are based on the 1/3 of the RDAs for people 51 years and older.

#### C. <u>SERVICES TO BE PROVIDED</u>

#### 1. COMMISSARY:

The nutrition services Contractor must have a commissary operational upon submission of bidder's proposal.

#### 2. FOOD PREPARATION/MENU:

All food is prepared at the Contractor's commissary, with the exception of pre-packaged cold home delivered meals and specific food items which the M-J AAA reserves the right to request, delivered unprepared to the Senior Community Centers such as potatoes, frozen vegetables, and etc., for the purpose of specific food quality enhancement of texture, taste presentation (decreased holding time).

The Contractor will provide shelf stable meals twice a year at each of the Centers to aide in nutrition on days meals cannot be delivered due to weather or extenuating circumstances.

Each meal will meet 1/3 RDA as defined by the National Academy of Science. All foods used shall be in conformance with the State guidelines for menu planning and will comply with all required food standards.

All food used in the nutrition services program must be grown, processed and inspected in the United States.

Frozen/cold meals will be provided to the Centers upon demand from the M-J AAA. The Contractor must comply with all minimum requirements set forth.

The Contractor shall post the menu for the day and its diet modifications at the hot line and the cold packing area. The contractor shall provide evidence that the food supervisor has checked for accuracy each day.

All final menus and meal selections will be reviewed by a certified dietician and an authorized representative of M-J AAA. The nutrition service Contractor must provide services which are satisfactory to M-J AAA in areas of nutritional adequacy, quality and quantity of food, effective program operation and food handling safety. Menus must meet with M-J AAA satisfaction and meet all the requirements as stated in the Pennsylvania Department of Aging, Aging Program Directive,

Revised APD # 15-03-02. The Directives can be found at the following link: Aging Meal Program directives

The Contractor's menu format must be approved by M-J AAA. The nutrition services Contractor is responsible for typing the approved menu. Final menus will be approved and signed by the nutrition service Contractor's Registered Dietician and an authorized representative from the M-J AAA.

When combination dishes such as casseroles, soups, salads or blended fruit juices are used as part of the meal, the major ingredients and portion

sizes must be indicated to aid in accurate menu evaluation. Also, menu items with inexplicit names must be described.

The M-J AAA reserves the right to reject any food not meeting the required temperature standards or substandard in accordance with the attached food specifications. The Contractor must have a local contingency plan to replace and/or supply necessary items rejected at the Senior Center, within time frames, replacements and sources acceptable to the M-J AAA.

Special meals will be provided as requested during a twelve-month period, designated by M-J AAA. An example of a special meal would be soup and sandwiches.

The meal cost is inclusive of milk.

Margarine will be provided in individual one tsp. single serving classic cups.

Condiments such as ketchup, mustard, etc., one serving per person will be supplied by Contractor.

Fruit shall be available to consumers as an alternative to Jello/pudding, at M-J AAA request.

The M-J AAA reserves the right to make menu changes and/or substitutions as necessary to ensure food service quality or menu acceptance.

The M-J AAA designated personnel will place meal/supply orders on a weekly basis. Orders to be sent no later than 12:00 PM the Thursday before the ordering week.

#### 3. SUPPLIES:

The nutrition services Contractor shall provide all necessary disposable paper and/or plastic products to be used at the centers (as ordered by the center manager). Supply usage varies by Senior Center and must be available by food service Contractor.

The disposable products will be (but not limited to):

- a. A meal sized sturdy, compartmented and/or flat plates
- b. napkins
- c. sturdy dessert plates and/or bowls
- d. 6 oz. Cups

- e. 6 & 10 oz. bowls
- f. take-out containers (closable, leak-proof, with separate compartments and sufficient gauge for safe and sanitary food and temperature maintenance, in accordance with APD #06-03-01 and future directives as set forth by the PA Department of Aging
- g. Plastic spoons, forks and knives

The disposable products will be of tensile strength sufficient to withstand normal use.

The Contractor shall furnish food containers and utensils for consumers with visual and/or physical disabilities, upon the M-J AAA request

Any pre-packed home delivered meals will be packed in appropriately insulated carriers, in accordance with all applicable Aging Program Directives.

#### 4. HOME DELIVERED MEALS

The Contractor is responsible for confirming home delivered meal services orders for each consumer with the M-J AAA service coordinator/care manager and will also directly contact the M-J AAA service coordinator/care manager regarding any change in service.

The Contractor will ensure that home delivered meals prepared for each individual consumer adheres to the diet prescribed in the individual consumer service order; and the Contractor will respond to initiation and/or provision of home delivered meal services within two (2) business days to affirm or decline provision of the home delivered meals services. Additionally, initiation and/or provision of services will begin within three (3) business days of the initial referral/service order.

The Contractor is responsible to prepare and deliver Home Delivered Meals on the following schedule:

Mifflin County:

Monday – One hot and one cold/frozen Wednesday – One hot and two cold/frozen

Juniata County:

Monday – One hot and one cold/frozen Wednesday – One hot and two cold/frozen

Note: Based on consumer needs and program requirements some

consumers in both Mifflin and Juniata County my receive addition cold/frozen meals for weekend use.

If MJ-AAA opts to deliver meals through M-J AAA volunteers, the drop off point for the fully prepared Home Delivered Meals will be at the Senior Centers and will be coordinated by the M-J AAA designated coordinator.

If M-J AAA opts for the Contractor to deliver meals, the meals delivery will use the same schedule, but the Contractor will coordinate delivery. The Contractor will report any unusual incidents or accidents to the M-J AAA designated coordinator within less than 24 hours after occurrence, or immediately if warranted. If/ when Contractor is in contact with consumers, incidents include but are not limited to: consumer makes suicidal or homicidal statements; Contractor notices a significant deterioration or change in consumer's condition/communication with Contractor.

#### CONGREGATE MEALS

The Contractor is responsible for delivering congregate meals as ordered by the Senior Center Manager, and as listed in Appendix C to the Senior Centers located throughout the service area. The Contractor shall deliver, unload and place all deliveries in the designated food service areas of the Senior Centers. The Contractor shall supply receipts for deliveries to each center. The delivery receipt must include the following: items and quantity, an area for temperature record of food when delivered, M-J AAA representative initials and date of receipt of delivery. A copy of the delivery receipt must be retained by the M-J AAA center manager.

Meals will be delivered to the senior centers on their scheduled days of operation, between the hours of 8 a.m. to 9:00 a.m., except in such circumstances when the center(s) are closed due to weather conditions, holidays, or if otherwise designated by the M-J AAA.

Bulk food delivery will be in stainless steel pans. All food delivery equipment must be appropriately cleaned and sanitized.

Appropriate stainless-steel lids shall be used to protect the food in pans. For additional protection, an unglazed liner, aluminum foil or appropriate lining may be used as needed.

Each container of food and all supplies will be marked with the senior center name, meal content, and number of servings. Home Delivered Meals must note date prepared and heating instructions for cold/frozen meals.

Food containers should not be filled beyond the rim of the pan to prevent spillage. Bulk pan size should be appropriate to the number of meals contained in pan, i.e. half or third-sized bulk pans.

High density serving/transport liner bags shall be used to contain spillage, for food such as soup.

The Contractor must use appropriate vehicles with proper equipment for transportation of meals. The contractor is responsible for the safe and sanitary handling of the transported food until the last delivery site. All food delivery equipment must be appropriately cleaned and sanitized.

The Contractor is responsible for the provision of appropriate insulated containers for hot and cold food items transportation, as part of this contract. All food containers must be constructed in a manner which provides for adequate separation of food items during delivery.

Transport vehicles, equipment and containers must be maintained in good condition and always kept clean. Delivery drivers shall be properly groomed (clean clothes) and appropriately attired.

Each meal at the time points of preparation, through delivery must be not less than 135 degrees F. for hot foods, not more than 41 degrees F. for cold foods, and for frozen foods temperature must be -10 degrees F. to 0 degrees F., in accordance with APD # 15-03-02.

The Contractor will be responsible for performing temperature check/recording during preparation and just prior to delivery loading. Periodic temperature checks during delivery in-route from the commissary to Senior Centers will be performed upon M-J AAA request. Temperatures must be in accordance with the Aging Program Directives set for Nutrition Services.

The M-J AAA reserves the right to reject any food found to be substandard in accordance with the attached food standards, or inconsistent with the temperature levels specified in this section of the RFP. The nutrition Contractor must detail the local contingency plan to replace and/or supply necessary items rejected at the Senior Centers, which included time frames and replacement and sources.

The Contractor must notify the M-J AAA as soon as possible if a delivery delay to a center may occur. If the centers must procure meal service items elsewhere for any reason, the Contractor will incur the cost of replacement with food supply items plus any expenses incurred by the center in

procuring such items.

#### D. OTHER QUALITY OF SERVICE STANDARDS

#### 1. <u>COMPLIANCE</u>:

The nutrition services Contractor agrees to comply with all Commonwealth of Pennsylvania Licensing and Approval Standards. Services shall be provided in compliance with 25 PA Code Section 151 et seq., relating to Environmental Health and Safety Regulations for food protection. The nutrition services Contractor shall comply with all Federal, State, and local laws and regulations governing the preparation, handling, and transportation of food; shall procure and keep in effect all necessary licenses, permits, and food handler's cards as are required by laws and shall post such licenses, permits, and cards in a prominent place within the meal preparation areas.

#### 2. PERSONNEL:

A qualified food service supervisor must be on site daily and clearly identified on the organization chart listing qualifications and experience. The Supervisor must have a certification of completion of a Food Service Supervisor or Dietary Manager's course, or a minimum of two (2) years of experience in food service supervision. The Contractor shall not deviate from the Supervisor named in their bid submission for the time period of this RFP, except by the prior consult approval of the M-J AAA.

The nutrition service Contractor's Supervisor (or other appropriate designee) must have twenty-four-hour communication accessibility for Area Agency on Aging's designee contact in emergency situations.

The nutrition Contractor must utilize a Registered Dietitian on a part or full-time basis for the review, nutrition calculations and authorization signatures of program menus, for physical inspection and monitoring of the commissary. The nutrition Contractor must provide an educational session if requested at each Senior Center. The session topic and date/time must be pre-authorized by M-J AAA.

The nutrition Contractor must require and maintain annual record of criminal background checks and current PA license for all meal drivers/deliverers; and will have completed/current/clear criminal background checks on file for staff involved with any/all consumer information, and/or consumer contact. All potential employees for consumer information/contact positions will be thoroughly screened prior to being hired or subcontracted, including compliance with Act 169 of 1996, regarding criminal background checks.

#### 3. MONITORING:

The nutrition Contractor's self-monitoring process shall include the local program supervisor and/or dietitian for the accompaniment on each delivery route to Senior Centers and home delivered meal consumers to assure contract compliance of product quality, quantity and delivery twice annually or as otherwise specified by the M-J AAA.

The Contractor must submit a written report to the M-J AAA summarizing its self-monitoring activities at a minimum of once per contract year, at submission due dates established by the M-J AAA. The report is to include the following:

- 1. Dates of the van route inspections
- 2. Senior center site visits
- 3. Meal substitutions
- 4. Production problems
- 5. Special services provided
- 6. Corrective actions taken
- Proof of ongoing extermination services
- 8. Bacteriology reports
- 9. Proof of in-house sanitation monitoring
- 10. Copy of monthly refrigeration and freezer temperature log
- 11. Four daily production sheets
- 12. Copy of cleaning or housekeeping schedules

Meetings between the Contractor M-J AAA will occur at intervals designated by the M-J AAA.

#### 4. Records/Reports:

The Contractor must keep full and accurate records in connection with the M-J AAA Nutrition Program. All such records and reports may be required by M-J AAA, the Pennsylvania Department of Aging and in accordance with guidelines issued by the Administration on Aging. The M-J AAA, or auditors, and/or other authorized individuals shall have access to all such records for audit and review at reasonable times.

Nutrition service Contractor must maintain records on the following operations: preparation; service delivery; personnel management; and finance.

The Contractor will invoice the M-J AAA monthly, which include listing of the number of meals by day and center. Invoices are due by the 5th day of each month for the previous month.

The Contractor will maintain books, records, documents and other evidence pertaining to the costs and expenses of the Nutrition Services Contract, insurance and records to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of the Nutrition Services Contract. Such records will comply with the Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations as published by the National Health Council and National Social Welfare Assembly, 1974.

The Contractor will make available, at all reasonable times during the term of the services contract, any of the records for the inspection, audit, or reproduction by any authorized representative or agent of M-J AAA.

Records which relate to litigation or the settlement of claims arising out of the performance of the award, or costs and expenses of the award to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have reached its final disposition.

#### V. CRITERIA FOR SELECTION

All bids received shall be evaluated for the purpose of selecting the bid(s) which most closely meets the RFP. The following areas of consideration will be used in making the selection.

- 1. Completion of requirements as listed.
- 2. Bidder Qualification The criterion includes the ability of the bidder to meet the term of the RFP. Experience with food service management and a thorough knowledge of the congregate and home delivered meal program.
- 3. Professional and Supervisory Personnel This refers to the qualification of professional and supervisory personnel who would be assigned to the job by the contractor.
- 4. Soundness of Approach This refers to the methodology the bidder intends to use in the performance of the contract.
- 5. Cost The extent to which the bidder has submitted the lowest responsible bid. While this area will be weighed heavily, it will not be the sole deciding factor in the selection process.

#### VI. Individual County vs. Multiple County Bid Submissions

Nutrition Service Bids must be submitted on a multiple county basis. However, the M-J AAA reserves the right to negotiate with any and/or all prospective Contractors and award Nutrition Service Contract(s) on an individual county basis or any combination of counties and/or Senior Centers, that will best serve the interests of the M-J AAA and our Consumers.

#### VII. Default, Suspension and/or Termination

M-J AAA may by written notice of default to the Contractor, terminate the Nutrition Services Contract in whole or in part if the Contractor:

- 1. Fails to timely perform the services or provide the goods required by the award
- 2. Fails to perform any other provisions of the award.

M-J AAA may terminate this award for failure of performance by the Contractor, provided that M-J AAA had given at least a thirty (30) day notice (specifying the nature of the default) of its intent to do so, and provided Contractor fails to cure the default within said thirty (30) day period. If the default is cured, they end of the thirty (30) day notice period and thereafter the same or similar defaults occur, M-J AAA may terminate this award without granting the Contractor an additional thirty (30) day period to cure the default.

M-J AAA may immediately suspend or terminate any award upon the occurrence of any of the following events without notice or ability to cure:

- 1. If Contractor does not maintain adequate insurance as required by the Options Services Contract.
- 2. Termination or reduction by the State in M-J AAA funding.
- 3. When it is in the best interest of M-J AAA as determined by M-J AAA, the contract may be terminated without notice in whole or in part.
- 4. Falsification of billing on request for reimbursement.
- 5. Abuse, neglect or fraud against a Consumer.

In the event of termination, Contractor shall be paid for all services rendered and goods supplied through the date of termination to the degree Contractor can demonstrate it provided said services.

#### <u>APPENDIX A</u>

# Submission Listing Order

## **BIDS MUST BE SUBMITTED IN THE FOLLOWING FORMAT:**

Summary of the Proposed Overall Costs

**Operational Assurances** 

Affidavit of non-collusion

Bidder's Questionnaire

Information required in Section III of the RFP

#### FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2029:

The M-J AAA reserves the right to award Nutrition Service Contracts on an individual or multi-county basis. Please note the ceiling rate for Home delivered meals at MJ-AAA July 1, 2025 is \$5.64. Congregate meals rate July 1, 2025 is \$5.26.

#### MIFFLIN COUNTY

<u>Unit Price</u> :	
\$	Congregate Meal (includes):
	<ul><li>a. Hot congregate Meal</li><li>b. Frozen/Cold Congregate Meal</li></ul>
\$	Home Delivered Meal (without delivery to consumer) Includes:
	<ul><li>a. Hot Home Delivered Meal</li><li>b. Frozen/Cold Home Delivered Meal</li></ul>
\$	Home Delivered Meal (with delivery to consumer) includes:
	<ul><li>a. Hot Home Delivered Meal</li><li>b. Frozen/Cold Home Delivered Meal</li></ul>

# **JUNIATA COUNTY**

\$	Congregate Meal (includes):				
	c. *Hot congregate Meal d. *Frozen/Cold Congregate Meal				
\$	Home Delivered Meal (without delivery to consumer) Includes:				
	c. *Hot Home Delivered Meal d. *Frozen/Cold Home Delivered Meal				
\$	Home Delivered Meal (with delivery to consumer) includes:				
	c. Hot Home Delivered Meal d. *Frozen/Cold Home Delivered Meal				
Executed at:					
Date:					
Company or	Agency:				
Authorized O	official's Signature:				
Title:					
	umber:				
Address:					

# \*The M-J AAA reserves the right to award Nutrition Service Contracts on an individual or multi-county basis

#### OPERATIONAL ASSURANCES

I,	the	unde	rsign	ed, c	ertify	that:

- 1. I am familiar with the specifications and contents of this proposal and will commit the resources at my disposal to assure the successful completion of all services and programs described in the proposal.
- 2. All information submitted as part of this proposal is presently, or will be at the time an award is made, operable.
- 3. The information, documents, and computations are true, correct, and complete to the best of my knowledge and ability to make this a responsive proposal.

(Signature of Chief Corporate Officer)	(Date)	
(Name and Title of Chief Corporate Officer)		

# **AFFIDAVIT OF NON-COLLUSION**

Commonwealth of Pennsylvania M-J AAA.
I, being duly sworn according to law depose
and say that I am of
Owner- Partner-Corporation Officer
who submits this Bid Name and Address of Bidder
Name and Address of Didder
<ol> <li>Proposal to the M-J AAA and hereby declares:         <ol> <li>That bidder has read this Bid Proposal and has abided by and agrees to the conditions herein and has carefully read and examined the Proposal and Specifications and does hereby propose to furnish all equipment and do all work required in accordance with said Proposal and Specifications to Bidders for the amount indicated in this Bid Proposal.</li> <li>That said bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement for any act or omission in restraint of free competition among bidders.</li> </ol> </li> <li>That this proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.</li> <li>That said bidder has not disclosed to any person, firm, or corporation the terms of said proposal or the amount of the Bid Proposal named therein.</li> <li>That this Affidavit, for and in behalf of said bidder has read the foregoing documents of which this affidavit is a part and that the statements and representations made are true and correct to the best of his knowledge, information, and belief.</li> </ol>
Bidder Authorized Representative
Authorized Nepresentative
Sworn to and subscribed before me this day of, 2025.
Notary Public

My Commission Expires (SEAL) BIDDER'S QUESTIONNAIRE
All Bidders must complete the following questionnaire. All questions must be answered and the data given must be clear and comprehensive. If necessary, additional sheets may be used to complete the answers. The Bidder may submit any additional information he/she desires. If Bidder is not a corporation but a partnership, then all questions must be answered for each partner.
Name and address of Bidder:
Telephone Number:
2. Location (address) of all offices or facilities where work under this contract would be performed:
3. Form of Business (Check each on that applies);
Public Non-Profit Public for Profit Private Non-Profit Private for Profit Individual Proprietor Partnership
4. Number of years conducting food service business of the type for which this bid is being submitted:
5. Has Bidder ever been awarded a similar contract for any governmental body or entity?
YesNo
6. Are you serving or have you served customers of comparable size to the operation described in this bid?

Ye	sNo
If yes, please ex	plain:
7. Has Bidder ev Bidder?	ver defaulted on a contract or failed to complete any work awarded to
Yes _	No
If yes, please ex	plain:
	<del></del>
governmental co	ver been declared ineligible or barred for submitting bids for any ontracts?No
If yes, please ex	plain:
	·
	<del></del>
been found by a	r any of its Principals, Officers, or present or former employees ever ny court or administrative agency to have discriminated against any of race, color, national origin, religious creed, age, sex, handicap or
Yes	No
If ves inlease ex	volain:

	ne Bidder have any outstanding unsatisfied judgments or tax liens filed Bidder, or any lawsuits pending against the Bidder?
Yes	No
If yes, plea	se explain:
	list any background and experience of the Bidder's Principals and Officers el demonstrate the Bidder's ability to perform this contract:
	list at least three (3) references for contracts involving similar services and e size of operation to those for which this bid is being submitted, giving:
A. B.	Name and address of business for which work was performed.  Dates work was performed.
C. D.	Name, address and telephone number of supervisor or contact person.  Description of the nature of the work performed.
	<del></del>

13. On a separate page, please describe your method of supervision above the local manager's level. How often do owners or regional managers visit operations? How far away from the projects are the owners located? Will the Company's duly authorized

representative be available for the solution of any problems that may arise? Assurances must be given to guarantee that the local manager will be provided with complete details of any Agreement entered by the Company. A Company representative authorized to commit company resources must be available to meet with AAA Director, Senior Center Supervisor, Managers and Center Participants on a regular basis and as required.

14. List Bidder's IRS Identification Num	nber:
· · · · · · · · · · · · · · · · · · ·	he above information is true and correct, and rm or corporation to furnish any information on of such information.
Date:	
	Authorized Signature
	Printed Name and Title
	Company Name

APPENDIX B

#### SAMPLE MENU

Bidders are responsible for complying with the details of the entire reference document located at <a href="www.aging.state.pa.us">www.aging.state.pa.us</a>. Select the <a href="Professionals and Contractors">Professionals and Contractors</a> tab on the left side of the PA Department of Aging's home page, select the <a href="Aging Program Directive quick link,">Aging Program Directive quick link,</a> scroll to <a href="Program Area 02">Program Area 02</a> - <a href="Home Delivered Meals/Program Area 03">Home Delivered Meals/Program Area 03</a> - <a href="Congregate Meals">Congregate Meals</a>, 15-03-02 <a href="Policies and Standards for the Department of Aging Funded Nutrition Service Programs">Programs</a>, page 48, Attachment IV provides instructions for Completing Electronic Menu Forms.

# APPENDIX C MIFFLIN-JUNIATA SENIOR COMMUNITY CENTERS

Senior Center	Contact	Days/Hours	Cong. Meal	Supplies
McAlisterville Senior Community Center 158 Lions Den Drive McAlisterville, PA 17049	Carrie Noss Phone: 717-463-3588 Email: mcalistervillectr@mymjrsc.com	Open Monday – Friday 8:00 a.m. – 1:30 p.m.	Hot	As ordered by manager
Four Seasons Senior Community Center 56 Jam House Road Mifflin, PA 17058	Jody Ehrisman Phone: 717-436-6847 Email: ashore@mymjrsc.com	Open Monday – Friday 8:00 a.m. – 2:00 p.m.	Hot	As ordered by manager
Milroy Senior Community Center 283 Broad Street Milroy, PA 17063	Deb Lenz Phone: 717-667-2547 Email: milroyctr@mymjrsc.com	Open Monday – Friday 8:00 a.m. – 2:00 p.m.	Hot	As ordered by manager
Lewistown Senior Community Center 515B Knepp Ave Lewistown, PA 17044	Jennifer Feathers Phone: 717-242-1036 Email: lewistownctr@mymjrsc.com	Open Monday – Friday 8:00 a.m. – 2:00 p.m.	Hot	As ordered by manager

<sup>\*</sup>All hot meals may be substituted with cold meals at the request of the manager.