



SFY 2025

REQUEST FOR PROPOSAL

CATERED MEALS

**UNDER THE OLDER AMERICANS ACT OF 1965,
AS AMENDED**

TO BE AWARDED BY:

MID-AMERICA REGIONAL COUNCIL
600 BROADWAY, SUITE 200
KANSAS CITY, MISSOURI

RELEASED:
March 27, 2024

CATERING RFP CONTENTS

PART A.....

- I. SUMMARY
- II. PUBLIC NOTICE.....
- III. PROPOSAL BACKGROUND
- IV. CONTRACT PERFORMANCE PERIOD
- V. MINIMUM REQUIREMENTS OF RESPONDENTS
- VI. CIVIL RIGHTS COMPLIANCE
- VII. AMERICANS WITH DISABILITIES ACT OF 1990.....
- VIII. E-VERIFY.....
- IX. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION.....
- X. DEBARMENT AND SUSPENSION
- XI. JOINT VENTURE
- XII. WOMEN BUSINESS ENTERPRISE (WBE)/MINORITY BUSINESS ENTERPRISES (MBE) REQUIREMENTS AND PARTICIPATION
- XIII. COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988
- XIV. CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS
- XV. PATENT AND COPYRIGHTS RIGHTS.....
- XVI. APPEALS PROCESS.....

PART B.....

- I. SERVICE REQUESTED - CATERING
- II. ANTICIPATED LEVEL OF SERVICE (Weekly)
- III. ADMINISTRATIVE REQUIREMENTS.....
- IV. SCOPE OF SERVICES.....
- V. UNIT RATE
- VI. PROJECT MONITORING AND EVALUATION.....

PART C

- I. PROPOSAL NARRATIVE

PART D.....

I. CRITERIA FOR EVALUATION OF PROPOSALS

PART E.....

I. PROPOSAL FORMS.....

PART A

I. SUMMARY

In this Request for Proposal (RFP), MARC seeks proposals for catered meals. Meals are served in bulk to MARC-contracted community centers, as listed in **II. Anticipated Levels of Service (Weekly)** on page 9. In two cases, covered by the City of Oak Grove and by Shepherd's Center of Kansas City-Central, pre-plated daily meal delivery is needed for clients who a) do not reside in an on-site preparation community center service area and b) cannot feasibly consume frozen meals delivered weekly.

To reduce complexity and administrative burden, preference will be given to providers who are able to cover broader service areas. Innovative and technology-based solutions that enhance service quality and capacity are strongly preferred. MARC embraces the principle of person-centered, consumer-directed care that places individualized client needs at the forefront of service delivery. **For catered meals, this principle applies to menu choices and quality among other service characteristics that improve the consumer's experience.**

Respondents must submit the following documentation:

- 1) Proposal Narrative
- 2) Unit Cost Form, one for each center with a different unit cost
- 3) Sample Menu for one week (found in separate document)
- 4) Menu Analysis, based on sample menu (found in separate document)
- 5) NSIP Funds Justification form, utilizing sample menu
- 6) If applicable, Intent to Perform as a Women and/or Minority Owned Business (WBE/MBE)
- 7) **If applicable**, Request for Waiver
- 8) Remaining documents and certifications

All forms of the response/application process are available in simple .doc/.rtf formats on MARC's RFP website (<http://marc.org/Requests-for-proposals>). Ultimate submission of the proposal and associated documents is via email.

II. PUBLIC NOTICE

Notice is hereby given that the Mid-America Regional Council (MARC) will release Request for Proposal (RFP) documents for the provision of the following services in the

Missouri counties of Cass, Clay, Jackson, Platte, and Ray for State Fiscal Year (SFY) 2025 (July 1, 2024, through June 30, 2025):

- Catered Meals
- Evidence-Based Programs
- Pre-Plated Frozen Meals
- Transportation Services

These documents will be released on Wednesday, March 27, 2024. Documents may be obtained at <https://www.marc.org/Requests-for-Proposals> or by contacting Tonya Boston at tboston@marc.org or at (816) 701-8290.

All questions should be submitted via email to Tonya Boston at tboston@marc.org. Responses to questions submitted will be posted on the MARC website at <https://www.marc.org/Requests-for-Proposals>. Proposals will be accepted via email at tboston@marc.org no later than 5:00 PM (CDT), April 29, 2024.

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

III. PROPOSAL BACKGROUND

The structure of the Area Agency on Aging and authority of the Mid-America Regional Council to conduct this solicitation and to procure contractors is described Section 6 of the MARC Aging and Adult Services, Policies and Procedures Manual. Refer to this manual for additional information regarding:

- A. Legislative Authority and Funding Sources (Section 1)**
- B. Mission of the AAA (Section 1)**
- C. Overview of Service System (Section 3)**
- D. Eligibility for Services (Section 5)**

IV. CONTRACT PERFORMANCE PERIOD

The MARC aging program period coincides with the state fiscal year (SFY), which in Missouri is July 1 through June 30 of the succeeding calendar year. For SFY 2025 the period will be July 1, 2024, through June 30, 2025.

RENEWAL OPTION:

The initial award of this contract will be for a one (1) year period. MARC reserves the right to negotiate this contract for two (2) additional one-year renewal periods. MARC reserves the right to terminate the current contract without cause and solicit new bids. MARC shall notify the Contractor, in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC's right to exercise the renewal option. The Contractor shall be required to submit documentation to MARC, as proof of any requested price increase for any renewal periods.

V. MINIMUM REQUIREMENTS OF RESPONDENTS

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

- A. An organization eligible to do business in the State of Missouri. Proposals from individuals will not be accepted.
- B. An organization that has current licenses and/or permits, as required for proposed service(s).
- C. An organization that has developed and implemented programs for compliance with federal and state regulations for equal opportunity, drug-free workplace, and ADA.
- D. The organization must have at least two years' experience in the delivery of services to the target population.
- E. The organization must be eligible to receive Federal funds. MARC is prohibited from contracting with or making sub-awards under cover transactions to parties that are suspended, debarred, or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principles are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 (e.g., sub-awards to sub-recipients).

VI. CIVIL RIGHTS COMPLIANCE

The funds that will be contracted as a result of this solicitation are public funds and are therefore subject to the restrictions and conditions contained in law and regulations. The Civil Rights Act of 1964, as amended, contains precise conditions that are applicable to the expenditures of governmental funds and must be adhered to by MARC contractors.

- A. **Equal Access to Services** - All respondents must include with their proposal a **signed** assurance of Civil Rights Compliance.
- B. **Equal Employment Opportunity** - Each contractor, with 50 or more employees that is awarded contracts for \$50,000 or more, must submit documentation of an approved Affirmative Action Plan for the implementation of the goals of Title VII of the Civil Rights Act of 1964, as amended. Recipients of federal funds are prohibited from employment discrimination on the basis of race, sex, color, national origin, age or handicap.

Refer to Section 4 of the MARC Aging and Adult Services, Policies and Procedures Manual for details regarding the specifications and standards regulating a contractor's compliance with civil rights regulations.

VII. AMERICANS WITH DISABILITIES ACT OF 1990

All respondents must include with their proposal a **signed** Assurance of ADA Compliance. ADA makes it unlawful to discriminate in employment against a qualified

individual with a disability. The ADA also outlaws discrimination against individuals with disabilities in state and local government services, public accommodations, transportation and communications.

Refer to Section 4 of the MARC Aging and Adult Services, Policies and Procedures Manual for details regarding the specifications and standards regulating a contractor's compliance with these regulations.

VIII. E-VERIFY

Pursuant to the State of Missouri's RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the State or a political subdivision of the State (e.g., MARC) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services (RSMo 285.530 (2)).

Those respondents awarded a contract providing services to MARC in an amount over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- A.** Enroll and participate in the E-Verify federal work authorization program.
- B.** Provide to MARC a notarized Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program.
- C.** Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature age from E Verify program's Memorandum of Understanding (MOU).
For respondents that are not already enrolled and participating in a federal work authorization program, E-Verify is available through <http://www.sam.gov>.

IX. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

X. DEBARMENT AND SUSPENSION

All respondents must include with their proposal a **signed** Certification Regarding Debarment and Suspension. MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for,

participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 (e.g., sub-awards to sub-recipients).

XI. JOINT VENTURE

Joint ventures are acceptable provided all parties of the joint venture satisfy the proposal requirements (i.e., liability insurance, civil rights compliance, annual registration and/or fictitious registration, etc.). Any joint venture must be identified as such on Proposal Cover Sheet (Part E, Proposal Forms). The proposal must include:

- A. The name of each business entity in the joint venture including complete addresses and telephone numbers;
- B. The names of all owners of each business entity;
- C. An explanation of cooperative arrangements in regards to decision-making, service delivery, and required reporting; and
- D. A clear delineation of each entity's responsibilities.

XII. WOMEN BUSINESS ENTERPRISES (WBE)/MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS AND PARTICIPATION

It is the policy of the Mid-America Regional Council (MARC) to encourage qualified businesses to actively participate in the procurement of MARC-sponsored contracts. MARC does not discriminate based on race, color, sex, national origin, age, military status, or disability. Women and/or minority owned business (WBE/MBE) are encouraged to participate as prime contractors, subcontractors or joint ventures.

WBE/MBE respondents must submit a completed Intent to Perform as a MBE/WBE Firm (Part E, Forms Sections) for each proposed WBE/MBE contractor, subcontractor, or joint venture. MARC does not provide WBE/MBE certifications but will accept certifications of MBE/WBE from the City of Kansas City, MO or any other federal, state or local agency that participates in a WBE/MBE Certification Program. MARC will accept certified Disadvantaged Business Enterprise (DBE) forms as certification of WBE/MBE status.

XIII. COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

Refer to Section 4 of the MARC Aging and Adult Services, Policies and Procedures Manual for details regarding the specifications and standards regarding a contractor's compliance with the Drug-Free Workplace Act of 1988.

XIV. CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS

Contractors that receive in excess of \$100,000 are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XV. PATENT AND COPYRIGHTS RIGHTS

All contractors shall comply with all requirements and regulations pertaining to patent rights with respect to any discovery or invention, and any copyrights and rights in data which arises or are developed in the course of or under such contract, where applicable.

XVI. APPEALS PROCESS

The purpose of the appeals process is to give current, past and potential service providers for and consumers of MARC-operated programs an opportunity to express their grievance, or to appeal a decision in the proposed award of contracts.

- A.** A provider list will be approved by the MARC Board of Directors at its May 2024 meeting. A formal response will be sent to all respondents officially notifying them of the Board's recommendations subsequent to the meeting. Respondents wishing to submit an appeal of the preliminary contract award decision must submit a formal written request including the reason for appeal, by 5:00 p.m., June 4, 2024.
- B.** The appeals request should be addressed to the Executive Director of MARC detailing the basis for the appeal. The individual who was authorized to submit the original proposal must also submit the appeal.
- C.** If necessary, an appeals hearing will be held during the month of June, 2024.

Refer to Section 6 of the MARC Aging and Adult Services, Policies and Procedures Manual for details regarding the steps a subrecipient/contractor is required to take to process an appeal. This Manual can be found at: <https://www.marc.org/aging-health/aging-and-adult-services>

PART B

I. SERVICE REQUESTED – CATERING

A. Definitions and Service Standards

Catering is the provision of prepared meals, ready-to-serve in the quantities requested and delivered to the centers designated by MARC in accordance with the scope of services outlined in this document. There are two types of catered meals that shall be provided in the quantities ordered weekly:

1. **Standard Meals** - Meals using food normally eaten by the majority of consumers, to be provided in bulk.
2. **Hot pre-plated home-delivered meals.**

B. Performance Standards

1. The planning, preparation and delivery of meals shall be in accordance with Missouri Division of Senior and Disability Services, MARC/COA standards and the scope of services found in this document. Meals are to be delivered in amounts ordered, to one or more centers according to a prearranged schedule to be approved by MARC.
2. Meals shall be provided Monday through Friday. Meals shall be delivered to centers between 9:45 a.m. and 11:00 a.m.
3. The contractor must comply with all federal, state and local laws and regulations governing the preparation, handling, and transportation of food. By the date of contract, the contractor and all staff (paid and volunteer) must be trained, certified and/or recertified by the appropriate local health department in order to have all necessary licenses, permits, and food handler's cards as are required by law. Lack of necessary licenses, etc., at any time during this Agreement is cause for immediate termination of the agreement, at the option of MARC.
4. The contractor must make proper provisions to deliver hot and cold foods (hot and cold as defined by the city/county Department of Health):
 - Hot food must be delivered at 140 degrees F. or above.
 - Cold food must be delivered at temperature not above 40 degrees F.
 - Frozen meals must be solidly frozen with no evidence of thawing/re-freezing.

C. Unit Definition

One unit shall be one meal.

II. ANTICIPATED LEVELS OF SERVICE (WEEKLY)

- A. Proposals are requested for the preparation and delivery of bulk meals to the following senior centers. **Respondent may select individual centers, or select all.**

SENIOR CENTER	CONGREGATE BULK MEALS	HDM PRE-PLATED
Belton Senior Program 609 Minnie Avenue Belton, MO 64012	135	NA
Excelsior Springs Senior Center 500 Tiger Drive Excelsior Springs, MO 64024	280	NA
Kearney Senior Center 106 S. Jefferson Street Kearney, MO 64060	150	NA
Liberty Silver Center 1600 S. Withers Road Liberty, MO 64063	260	NA
Oak Grove Senior Center 1901 Broadway Oak Grove, MO 64075	125	50
Palmer Senior Center 218 N. Pleasant Independence, MO 64050	315	NA
Parkville Living Center 819 Main Street Parkville, MO 64152	50**	NA
Platte County Senior Center 12200 N. Ambassador Dr., Ste 104 Kansas City, MO 64163	125	NA
Ray County Fellowship Center 1015 West Royle Richmond, MO 64085	80	NA
Shepherd's Center of KC Central 1111 W. 39 th St, St. 200 Kansas City, MO 64111	NA	840

** Meals served two day per week

NOTE: Final decisions for community centers who will contract with MARC for SFY 2025 have not yet been completed. Final decisions will be available before contract initiation.

The above numbers are estimates only and do not represent a commitment to contract. The actual number of meals served will be determined by meal cost (proposals received), client needs and the availability of funds.

III. ADMINISTRATIVE REQUIREMENTS

A. Insurance Requirements

1. All successful respondents are required to provide MARC with a certificate of general liability insurance of \$2,000,000 per occurrence and \$2,000,000 aggregate coverage, as well as fidelity bonding of at least \$50,000 coverage which includes all employees, volunteers, and independent contractors who provide and/or are connected with the delivery and performance of services. With the exception of the fidelity bond, MARC shall be listed as an additional insured. Coverage shall be maintained in full force for the program year. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
2. Successful respondents may be required to furnish a performance bond in an amount that will fully cover the contract. Contractors who have satisfactorily provided catering services for MARC without any fiscal problems or audit exceptions may be exempted from this requirement at the discretion of MARC.
3. Successful respondents proposing to use vehicles in the delivery of MARC services must provide MARC with a certificate of vehicle liability insurance of at least \$2,000,000 combined single limit coverage, naming MARC as an additional insured. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
4. Workers Compensation Insurance - Each contractor shall provide MARC with a certificate of worker's compensation insurance coverage for all employees and volunteers. Coverage shall include: Statutory Coverage and Employers Liability Coverage in the amounts of \$100,000 each accident/\$500,000 disease policy limit/\$100,000 disease each employee. A minimum notification of cancellation of thirty (30) days must be sent to MARC.
5. All insurance shall be provided by a company licensed and admitted in the State of Missouri.
6. A respondent may be self-insured for liability claims if an affidavit is submitted to MARC by respondent attesting to compliance with appropriate local, State of Missouri or State of Kansas statutes and regulations concerning self-insurance. Proof of compliance with state self-insurance requirements must include a letter from the state confirming compliance. Neither a surety bond nor a cash bond deposited with the Missouri Director of Revenue in compliance with Chapter 303 of the Revised Statutes of Missouri shall be adequate to comply with insurance requirements under the primary contract with MARC or under an approved subcontract. The insurer shall agree, in writing, to notify MARC in writing of any pending cancellation of coverage at least thirty (30) days in advance of cancellation.

7. All subcontractors will be held accountable to the same insurance requirements expected of the contractors. Contractors must obtain appropriate insurance information from their subcontractor and forward this information directly to MARC. Please refer to Section 15 of the MARC Aging and Adult Services, Policies and Procedures Manual for details.

B. Lobbying Certification:

Any agreements deriving from this RFP will include a requirement that the federal funds provided under the terms of such Agreement will not be paid, by or on behalf of the contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project. Please refer to Section 4, Subpart 4.26 of the MARC Aging and Adult Services, Policies and Procedures Manual for details.

C. Miscellaneous Provisions

1. Proposed rates/costs may not be altered (either raised or lowered) after submission.
2. In the event that a successful respondent is unable to fulfill the terms of the contract, MARC reserves the right to contract with another eligible respondent having submitted a qualified proposal package without requesting new proposals.
3. By submitting a proposal, the respondent indicates agreement with all provisions of the standard form MARC contract.

IV. SCOPE OF SERVICES

Standard Specifications: The contractor shall furnish and deliver for the MARC nutrition program complete, freshly prepared meals, ready-to-serve in the quantities requested and delivered to the centers designated by MARC for the contract period, in accordance with this scope of services and all special conditions.

A. Center(s):

The contractor shall furnish and deliver meals and supplies to one or more of the centers specified under “Anticipated Level of Service.”

B. Menu and Meal Planning Guidelines:

It is the policy of the MARC Area Agency on Aging that meals provided to participants conform to the 2020-2025 Edition of the Dietary Guidelines for Americans, as published jointly by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services. These guidelines, as stated on the website <https://www.dietaryguidelines.gov/>, shall be given appropriate and meaningful consideration in menu planning as well as in the selection of recipes

and food items. A summary of the guidelines to be used for MARC meals are contained in Attachment #1 to this document.

C. Menu Planning:

The intent of the Older Americans Act is that the recipients of services will be included in the planning and evaluations of those services. The MARC menu selection process will maximize participants' input in the selection of menus served and provide the caterer with constructive feedback on the quality, quantity and appearance of the meals.

Existing caterers, who are working with MARC, have a "bank" of menus they have provided during the current and prior years. These menus have been approved and meet the current dietary standards. From the "bank" of existing approved menus, the caterer will select a minimum of forty (40) menus for each calendar quarter. These menus will be submitted to each of the senior centers being served for recipients to prioritize. MARC will implement a process at the centers for the participants to convey their preferences.

The contractor will vary the "bank" of menus each quarter to include seasonal menus. Also, the caterer shall include separate birthday and holiday menus from which to select. Newly created menus are encouraged to be added to the selection during the course of the year with approval from a dietitian/nutrition professional.

To assure that each new meal meets the nutritional requirements and fulfills the intent of the Dietary Guidelines for Americans, the caterer shall have a qualified dietitian assist in the planning of new menus. New menus must be approved by the MARC dietitian or a qualified dietitian retained by the caterer prior to being submitted to MARC. The caterer is responsible for verifying that the menus planned and served meet the recommendations of the Dietary Guidelines for Americans, that they conform to the recommended meal pattern and/or meet the minimal nutritional standards for the participant population. The nutritional value of menus shall be confirmed by nutrient analysis based on the best available data for menu items being planned. The nutrient analysis values supersede the meal pattern. If the acceptable nutrient range values are met, as long as no more than one item from the meal pattern is excluded from the menu, then the nutrient value of the menu will be sufficient.

After MARC approves menus for each quarter, the contractor shall make no changes (substitutions) unless a designated MARC staff person gives approval at least twenty-four (24) hours in advance.

D. Containers and Equipment:

Congregate Meals:

1. To complete the meal service, the contractor shall provide individually packaged salt and pepper, luncheon napkins, disposable knives, forks and spoons for each meal ordered. Condiments listed on the approved menu shall also be provided in individual serving packets, i.e., salad dressing,

mustard, ketchup, etc. The contractor shall provide three-compartment plastic coated plates no less than 9 inches in diameter; 5 inch dessert plates; 6 oz. foam squat cups with lids; 8 oz. styrofoam cups and other special containers (such as soup bowls) as needed to facilitate the serving of the meal. The quality of disposable items shall be subject to the approval of MARC and shall be no less than a medium grade. The senior center administrator shall order supplies weekly in anticipation of the number of meals to be served and the contents of the menu.

2. All cold food containers shall be designed to prevent seeping, spilling, dripping and leaking.
3. Steam table pans shall be suitable for placing in a 12 x 20 inch portable steam table opening. Each steam table pan shall be covered with stainless steel or aluminum covers.
4. Steam table pans and other utensils shall be washed by center personnel and returned to the contractor the day following delivery. The contractor shall be responsible for rewashing and sanitizing such pans and utensils before using again.
5. It is expected that the caterer shall use appropriate equipment and procedures to assure that foods being transported to the senior centers are protected from contamination and held at safe temperatures.

Hot Pre-Plated Meals for Homebound Clients:

1. Hot meal components shall be packaged in sturdy, 3-compartment, senior friendly sealed trays.
2. Cold food items and additional meal components shall be delivered in sealed bowls, cups, tubs, or single-serve packages, designed to prevent seeping, spilling, dripping and leaking. All cold food items shall be packaged in #6 or larger brown paper bags. The quality of disposable items shall be subject to the approval of MARC and shall be no less than a medium grade.
3. It is expected that the caterer shall use appropriate equipment and procedures to assure that foods being prepared and packaged are protected from contamination and are held at safe temperatures.

E. Quality:

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

F. Condition of Meals Delivered:

MARC will not approve payment for meals delivered by the contractor that are found to be spoiled, incomplete, or otherwise not fit to be served. All such meals shall be promptly exchanged by the contractor upon phone notification by a responsible person in the MARC Nutrition program.

Senior center personnel have been instructed by the local health department **NOT** to accept meals from the caterer that are not at the proper temperatures. The rejected items are to be replaced by the caterer in a timely fashion (to comply with congregate service and home delivered meals delivery schedules).

If the contractor does not respond to the notification in a timely fashion, unfit meals will be disposed of without responsibility to the center or MARC and the cost of alternate meals provided will be charged to the caterer.

G. Service of Meals at Center:

Actual service or portioning of the meals at the center shall not be the responsibility of the contractor.

H. Food Preparation:

1. All congregate foods shall be prepared and placed in bulk containers at the contractor's commissary or kitchen. The contractor's food preparation facility must conform to all federal, state and city health department requirements.
2. Procedures used in food preparation shall include techniques for retaining the maximum amount of nutrients.
3. A food temperatures log shall be maintained by the caterer. Log entries shall include the date, name of menu items, end of meal preparation time and temperature for each menu item, as well as the identity of the individual making the check. This log entry will also include the time and temperatures of the same menu items at time of bulk packaging for delivery to senior centers. Upon request by MARC, the caterer will send a facsimile (fax) of a temperature log page.

I. Other:

The contractor will provide daily to each center a minimum of two plastic trash bags (one trash bag for each 50 meals ordered). The trash bag shall be 40 to 45 gal. capacity (20 x 10 x 40), no less than medium weight, with ties.

J. NSIP Funds:

1. MARC receives an amount of Nutrition Services Incentive Program (NSIP) funds for each meal served to OAA-eligible clients during each program year. The value of this cash is subject to change as determined by the U.S. Department of Health and Human Services. Currently, MARC receives approximately \$.80 per meal served to age-eligible clients. It is up to the contractor to ensure that, for each meal served to MARC participants, at least \$.80 is used to purchase U.S.-produced foods.

2. NSIP funds shall be spent for United States-produced foods only and shall inure only to the benefit of MARC's nutrition program.
3. 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.

K. Compliance with Regulations:

The contractor shall comply with all federal, state and local laws and regulations governing the preparation, handling, and transportation of food. By the date of contract, the contractor and all staff (paid and volunteer) shall be trained, certified and/or recertified by the appropriate local health department in order to have all necessary licenses, permits, and food handler's cards as are required by law. Lack of necessary licenses, etc., at any time during this Agreement shall be cause for immediate termination of the agreement, at the option of MARC.

L. Deliveries:

1. A delivery schedule for each center will be agreed upon by the contractor and MARC.
2. Meal preparation should be scheduled so that it is completed no earlier than 9:30 a.m. Deliveries shall be made to the centers between 9:45 a.m. and 11:00 a.m. The days of services are Monday through Friday.
3. The contractor must make proper provisions to deliver hot and cold foods (hot and cold as defined by the city/county Department of Health). The contractor's employees will be responsible for placing hot foods in pre-heated electric steam tables at the center and cold foods in the refrigerators at the center. Hot food shall be delivered at 140 degrees F. or above. Cold food shall be delivered at a temperature not above 40 degrees F.
4. The contractor will have a plan to respond to last minute situations or service interruptions that would interfere or prevent delivery to the senior centers as defined above (section O, number 2).

M. MARC Options in the Face of Contractor Failure to Deliver:

If the contractor fails to deliver food to the center in the quality (which includes proper temperatures), quantities, and within the schedule agreed upon, MARC may procure foods in the quantities needed to fulfill the commitment for that day at that center and charge to the contractor any and all costs incurred by such purchases. If the contractor substitutes a menu item(s) without obtaining prior approval of the MARC nutrition staff, it will be considered a failure to provide the meal in the quality and quantities agreed upon. This also refers to portion control, which pertains to the proper portion of entree.

N. Contractor Premises:

1. The contractor shall maintain the highest possible standards of cleanliness in compliance with the Missouri State Health Codes relative to the premises and the handling, processing, packaging, sorting, and delivery of the actual foods. The contractor shall have at their disposal a recognized laboratory for analysis of food for the bacterial count and the nutritive value.
2. The contractor shall submit to the MARC office the results of plate and coliform counts performed by a recognized laboratory at least quarterly.
3. MARC, as well as state and federal program authorities, will from time to time during the term of the contract, inspect the premises of the contractor, the quality of food supplied, and food preparation and handling processes. Such inspection will be made at any time without notice. The contractor shall also supply MARC with a list of the nutritive content and product make-up of the foods used in the program. If questions or concerns are raised during such inspections, the contractor will provide written confirmation that such concerns are addressed and resolved.

O. Quantities:

1. MARC reserves the right to order in bulk quantities rather than per meal units. Consequently the contractor shall indicate individual prices for raw fruit, desserts, and beverages, in addition to total per meal costs.
2. It is understood that the amount of meals shown in Section II, Anticipated Levels of Service, is merely an estimate and can fluctuate from week to week.
3. Meal orders for weekday service (Monday through Friday) shall be given to the contractor on Thursday of the preceding week.
4. Changes in meal counts must be called to contractor by 12:30 p.m. on the day before service.
5. Food and supplies shall be counted and signed for by the senior center administrator or their designee at the time of delivery. Any discrepancies should be noted on all copies of delivery ticket. If additional food must be provided, a separate delivery ticket should accompany it.

P. Weather-Related Closing:

When centers are closed due to inclement weather the procedures are as follows:

1. Provider will be notified by a MARC staff person as early as possible.
2. If the center is closed, contractor may serve the scheduled menu the following day with prior approval of the appropriate MARC staff. Arrangements shall be made with contractor on the day of the closing or the following business day.

Q. Receipts (Delivery Tickets):

Upon delivery, the contractor's representative shall present for signature, in triplicate, a receipt for food and supplies delivered to the particular location. Such receipt shall show the following details:

1. End time of meal preparation
2. Date of delivery
3. Time of delivery
4. Name of center receiving delivery
5. Signature of authorized person receiving delivery
6. Signature of driver
7. Specific food and/or supplies delivered
8. Temperature of food items

The original copy of the delivery ticket shall be left at each center.

R. Invoices:

The contractor shall submit invoices monthly. The invoices shall indicate the total number of meals delivered and accepted during the period being billed, with a back-up listing of each center's total meals and total days on which deliveries were made during the billing period. In addition, to verify quantities, the contractor shall attach to the invoice copies of all delivery tickets to which the invoice applies. The invoice and substantiating data shall be submitted monthly to the MARC Nutrition Program, where they will be reviewed for correctness, and if found in order, approved and transmitted to the fiscal officer for payment, which will be effected in three to four weeks from date of submittal under normal circumstances.

It is the respondent's responsibility to gather and report all necessary data elements – for all services – using the software, processes, and formats required by MARC, as applicable.

V. UNIT RATE

- A. Proposal should be made on the basis of providing a proposed number of total meals at each center at a fixed rate per meal. See **II. Anticipated Levels of Service** for estimated meal counts per center.
- B. In calculating meal costs, price should reflect no more than three (3) decimal places.

- C. A unit cost information form must be completed for each center for which a proposal is submitted.

VI. PROJECT MONITORING AND EVALUATION

The successful respondent shall be monitored by MARC for compliance with contract requirements. Members of the Commission on Aging may accompany MARC staff, or the nutrition consultant, on monitoring visits. A written report of findings will be mailed to the contractor within three (3) weeks of the monitoring visit in most cases and will be presented to the Commission on Aging at its next meeting.

PART C

Proposal Narrative

Cover Sheet: (Part E, Proposal Forms) must be signed by an executive officer who is legally authorized to sign for respondent. Specify the service(s) being proposed. A contact person and telephone number must be included.

Proposal Narrative (Scope of Services): As supported by the details and requirements stated below, describe what will be delivered and how it will be delivered.

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

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

1) **Service Background and Experience**

First time respondents must give organizational experience in providing services to MARC's target population. Where appropriate, also provide contractual experience. Funded services are not designed to provide seed money or pilot testing unless explicitly stated by MARC in the RFP documentation.

2) **Service Delivery**

- a. Specify how the service will be delivered and what will be delivered.
 - i. An appropriate description of respondent's facilities and equipment for preparation of meals, location of commissary, and equipment to be used to maintain food temperatures during transportation. Equipment used for meal quality assurance and compliance should be carefully described (e.g., automated weight or volume equipment on the production line).
 - ii. **Contingency plan for continued delivery of critical services:** Plans stated in the respondent's proposal that are not enacted in a reasonable time period may be considered failure to perform under contract terms.
- b. Quality assessment (as applicable to the type of service we are requesting)
 - i. Anonymous responses from surveyed clients
 - ii. Aggregate data electronically provided to MARC
 - iii. Client grievance procedures
- c. Describe commitment to cooperative and group purchasing arrangements that will lower cost and increase quality across MARC's nutrition partners.

3) Supporting Documentation (See Part E for link to forms)

The respondent must submit the following supportive documentation:

Respondents must submit the following documentation:

- a. Proposal Narrative (cover page, narrative, budget, and budget justification)
- b. Unit Cost Form, one for each center with a different unit cost
- c. Sample Menu for one week (found in separate document)
- d. Menu Analysis, based on sample menu (found in separate document)
- e. NSIP Funds Justification form, utilizing sample menu
- f. a complete listing of the members of the Board of Directors for the years 2022, 2023, and 2024
- g. The respondent is required to, if a tax-exempt organization, submit its most recent IRS Form 990. Any new not-for profit organizations to the MARC system will be required to also include its most recent A-133 audit report.
- h. **Annual Registration Report and Fictitious Name Registration** - Each respondent, except a governmental entity, must submit a copy of its most recent Annual Registration Report filed with the Secretary of State, and evidence of any and all Fictitious Name Registration(s) that the respondent currently has on file with Secretary of State. **A Certificate of Good Standing will not suffice.**
- i. **Insurance and Licenses** – All respondents that are current MARC providers must include current effective insurance certificates within their proposals. Those respondents not currently MARC providers, but who are successful in receiving a contract through this solicitation, will be required to submit all required insurance certificates (as defined in the MARC Aging and Adult Services, Policies and Procedures Manual, Section 15) and licenses prior to beginning the contract year. This Manual can be found at: <https://www.marc.org/aging-health/aging-and-adult-services>
- j. **Civil Rights Compliance** - All respondents awarded contracts will be required to provide assurance of compliance with the Civil Rights Act of 1964, as amended (Part E, Proposal Forms).
- k. **ADA Assurance** - All respondents are required to provide assurance of compliance with the Americans with Disabilities Act of 1990 (Part E, Proposal Forms).
- l. **Assurance of Compliance Regarding Criminal Background Checks for In-Home Service Direct Care Workers** – All respondents proposing to provide direct in-home services are required to provide assurance of compliance with regulations regarding criminal background checks for all direct care workers (Part E, Proposal Forms).

- m. **Suspension and Debarment Certification** - All respondents are required to certify that their organizations and its principals are not suspended or debarred from participating in Federal assistance programs or activities (Part E, Proposal Forms).
- n. **Single Audit Certification** - All governmental and non-profit respondents are required to certify to MARC the total federal awards expended from all funding sources during the respondent's most recently completed fiscal year (Part E, Proposal Forms).
- o. **Anti-Discrimination Against Israel Act Certification** - Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."
- p. **Drug-Free Policy Statement and Program** - Each respondent must submit a copy of its Drug-Free Workplace Statement and documentation of a Drug-Free Workplace Program for all employees in compliance with the Drug-Free Workplace Act of 1988.
- q. **Intent to Perform as a WBE/MBE Firm** – To confirm the intent to perform as a primary subrecipient/contractor, subcontractor, in a joint venture or any other specified situation, this form must be completed and submitted in the proposal. A copy of the organization's current certification certificate must be included as well (if applicable, Part E, Proposal Forms)

4) Request for Waivers

- a. If, in the respondent's opinion, some requirements contained in this proposal packet are impossible, impractical, or uneconomical to uphold, a request for waiver may be included with the proposal. Only one waiver request should be contained on a page. There is no limit to the number of waiver requests that may be submitted.
- b. Each waiver request will be reviewed on its own merits. No waiver will be granted for state-mandated regulations. Each request must include the alternative procedure that the respondent will implement to meet the intent of the procedure, process or compliance requirement with the proposal. Only one waiver request should be contained on a page. There is no limit to the number of waiver requests that may be submitted.
- c. Each waiver request will be reviewed on its own merits. No waiver will be granted for state-mandated regulations. Each request must include the alternative procedure that the respondent will implement to meet the intent of the procedure, process or compliance requirement.

PART D

CRITERIA FOR EVALUATION OF PROPOSALS

MARC Review, Proposal Evaluation and Selection

- A.** All responses to this RFP must be received at MARC **no later than 5:00 PM (CDT)**, Monday, April 29, 2024, in order to be given consideration. Late proposals will not be reviewed.
All proposals are to be submitted electronically to Tonya Boston at tboston@marc.org. **The respondent should only be certain of electronic submission after receiving the confirmation receipt email.** If a receipt email is not issued within 24 hours (48 hours on a weekend), please call the MARC offices at (816) 701-8290.
- B.** MARC reserves the right to select or reject any proposal, in whole or in part.
- C.** All proposals received by the aforementioned deadline shall be screened by MARC staff for completeness.
- D.** Non-conforming proposals will be rejected, and the respondent will be informed in writing.
- E.** In addition to the overall price of service contained in the proposal, the following factors will also be considered by MARC in evaluating the proposals:
1. It is imperative that all respondents to this RFP carefully read the document in its entirety prior to responding in writing. The narrative shall address in detail each specific question. If a question is not addressed, it will affect the overall proposal score.
 2. Conformity to service standards stated in the proposal package.
 3. Past performance records as verified by monitoring reports, administrative reviews and participant input for any respondent who has previously provided services to MARC. But a lack of prior service provision to MARC will not count against any respondent.
 4. The Women and Minority Business (Disadvantaged Business Enterprise) goals of MARC (refer to Section 9 of the MARC Aging and Adult Services, Policies and Procedures Manual).
 5. Respondent's financial condition and management capability, including copies of the current health inspections of the facility to be used in the preparation of the meals for MARC service, which MARC may request.
 6. 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.

7. MARC reserves the right to evaluate a respondent based upon historic information and fact, no matter the source.

F. A review committee will be established to review all proposals responding to this RFP. Representatives of each agency submitting an accepted proposal may be invited to a meeting held by this committee (time and place to be announced) to answer and possibly clarify any questions or concerns committee members may have. Evaluation scores will be summed and combined with recommendations from this committee, which will be submitted to the Commission on Aging. The Commission on Aging shall review this information and forward its recommendations to the MARC Board of Directors. Part A, Section XVI of this RFP explains the appeals procedure.

All proposals accepted for consideration will be evaluated using a weighted scoring system:

Proposal Scoring Criteria	
Category	Maximum Points
Cost (lowest per service unit)	5
Proposal Narrative -Including alignment with Older Americans Act service priority to low-income minority, rural, and limited English proficiency individuals -Contractor past performance, if applicable, will be considered in scoring of this category, including breach of contract or notice(s) of termination.	20
Total	25
<i>Bonus points</i>	
(DBE) Disadvantaged Business Enterprise	5
OR	
Joint venture with DBE	2.5

G. MARC reserves the right, in the event of only one response to this RFP, to negotiate the terms and conditions, including the price included in the sole respondent's proposal.

H. As part of any negotiations, MARC reserves the right to require any data that would support the reasonableness and acceptability of the proposal. Respondents may be asked to further define and/or refine the services they propose as part of contract negotiation. If so, they will be afforded the opportunity to refine their proposed cost to reflect MARC requested changes from the original proposal. Similarly, MARC may wish to increase or decrease the total amount of services required relative to those proposed.

- I. The community-based care system is comprised of the total array of public and private resources available to assist the older person. Federal service funds are provided through Title III of the Older Americans Act, and the Social Services Block Grant. Special consideration may be given to those respondents having the capability to deliver services through multiple funding sources.

- J. All proposals received by MARC are subject to the Missouri Sunshine Law and the U.S. Freedom of Information Act. To the extent possible, MARC will keep information contained in bid 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.

PART E

Proposal Forms: All forms are available in the online Proposal Forms Packet on the MARC website at <http://marc.org/Requests-for-proposals>