

**JEFFERSON COUNTY PURCHASING DEPARTMENT  
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Date of Notice: July 21, 2021

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **WEDNESDAY, AUGUST 18, 2021, AT 2:00 PM, EST.**, for the following:

**RFP #21-34 – SENIOR NUTRITION PROGRAM**

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

The historical value of this contract based on the previous award is approximately \$1,279,455.00 annually.

Copies of this Proposal may be examined and copies obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

## INSTRUCTIONS TO PROPOSERS

### A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department. Please submit three (3) copies - one (1) original unbound and two (2) copies.

### B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. Anything not specifically noted but deemed necessary for the operation of the proposal solution should be included in all proposals. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us). Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than ten (10) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

### C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and

whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer’s qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer’s Fee

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

#### D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer’s facilities and equipment, references or previous contract performance with the County or others.

#### E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

#### F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

## G. FORM OF CONTRACT

The County intends to issue its own contract or a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

## H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

In the event that the County chooses to discontinue this contract by either termination or not extending the contract, the Proposer will remove all its equipment from the facilities without charge. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of services to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

## I. CONTRACT TERM

The initial contract term shall be from **January 1, 2022 through December 31, 2024**. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional **two (2) additional one (1) year** terms not to exceed a total contract term of **five (5) years**. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

## J. CONTRACT PRICE ADJUSTMENTS

Unless agreed otherwise, the pricing for each year after the initial year of the contract shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers - U.S City Average by Expenditure Category, "All Items" category, or 2%, whichever is less. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

## GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
- D. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.

- F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- I. Insurance Requirements: In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

**The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of**

subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

**REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

**REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- J. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments,

penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- K. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

- M. FOIL: Submission of a proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officer's Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute

trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

- N. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

- O. Iranian Energy Sector Divestment. Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:
1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
  2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment

activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

- P. ARTICLE 15-A (M/WBE-EEO Goals) Pursuant to Article 15-A of the Executive Law, New York State requires minimum project participation of 20% by Minority- or Woman-Owned Business Enterprise(s), or M/WBEs. If the Vendor/Consultant is not a New York State certified Minority- or Woman-Owned Business Enterprise, the Vendor/Consultant may be asked to provide a clear outline of how they propose to meet or exceed these M/WBE goals. Jefferson County promotes and encourages Minority or Woman-Owned Business to participate in the BID Process. The County reserves the right to reject any response that does not meet the requirement of the funding source.

Upon demand by the County the Contractor must provide the following:

1. Documentation of efforts to extend opportunities through advertisement in minority/women trade association newsletters and/or minority/women owned media.
2. Documentation showing that minority/women contractor associations, including the local MBE/WBE Office were notified of the subcontracting to be let.
3. Documentation showing that the work to be subcontracted was segmented to the extent consistent with the size and capability of minority/women owned firms.
4. Copies of solicitation letters inviting quotes or proposals from MBE and WBE firms.
5. Documentation of good faith negotiations with MBE and WBE firms from whom responses were received in an effort to reach a mutually acceptable price.

6. Any other relevant documentation, which demonstrates the Contractor's good faith efforts to achieve the MBE/WBE participation goals of this Contract.

Q. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

**SENIOR NUTRITION PROGRAM**  
**RFP #21-34**  
**DETAILED SPECIFICATIONS**

**INTENT/SCOPE**

It is the intent of this proposal to secure the services of a responsible and qualified contractor to provide food service for the Jefferson County Senior Nutrition Program under the Older Americans Act of 1965 as amended.

The County has endeavored to incorporate within this RFP all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this RFP. In submitting a proposal, a proposer is agreeing to provide services consistent with these specifications.

A Contract will be awarded to provide and deliver to homebound participants and multiple dining sites hot meals, hot or cold beverages, desserts, and related food items consisting of at least one-third of the Recommended Daily Allowance for adults 60 years of age and over, as specified by the current American Dietary Guidelines Food and Nutrition Board, National Research Council.

The Successful Contractor must have the capacity to provide 11,000-12,500 meals per month to individual homes and multiple dining sites, according to a specifically designated menu, for approximately 260 serving days (Monday through Friday) in a calendar year (January - December). Currently the average daily meal count for the County is approximately 420 meals per day. Approximately 85% of the meals are served as home delivered; 15% of the meals are served in congregate sites. There are currently 19 meal routes in service with an average of 15-30 meals served per route. Each route is anywhere from 10-65 miles in length. This is a County-wide program. 156,377 meals were served in 2020.

The implementation of the Managed Long Term Care programs in Jefferson County may affect meal counts.

All proposals shall include a detailed plan for the delivery of hot and cold meals to individual homes and to the multiple dining sites. All transportation and delivery will be accomplished by the Successful Contractor's paid staff or volunteers.

Under the contract, all sites are open at least one hour before and after the meal is served to permit participants to eat a leisurely meal, enjoy social contact, and to take advantage of other services at the site. Meals will be served between 11:30 A.M. to 1:00 P.M., Monday through Friday, except for certain Holidays. See Appendix A for a listing of potential dining locations. In this regard, the Successful Contractor, agrees to deliver meals to any additional homebound participant, site or sites or provide service to relocated or new sites as may be designated by the Office for the Aging from time to time during the period of the contract.

The initial term of the contract shall be three (3) years, commencing January 1, 2022 through December 31, 2024. The contract may be extended for two (2) additional one (1) year terms under the same terms and conditions of the original contract terms subject to approval of both parties in writing. The contract is subject to Federal and New York State allocations and is contingent upon continuation of Federal and State approval by the County of Jefferson.

The Successful Contractor shall make claims for payment based on the agreed price per meal and will submit vouchers in accordance with procedures established by the Jefferson County Office for the Aging. The final claim for payment must be submitted within thirty (30) days following the end of the contract period.

All meals will be prepared fresh daily (no frozen pre-packaged meals) and will be delivered in ready-to-eat form for the homebound participants, or in a manner suitable for on-site heating and serving for congregate participants. Prior to and during delivery, the prepared food will be maintained at appropriate hot and cold serving temperatures with a temperature-holding capacity at a maximum of two (2) hours from time of completion of cooking to the beginning of serving for congregate or the last meal served on a home delivered meal route. The Successful Contractor who is awarded the contract must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Meal Program for the Elderly as required by

the United State Department of Health, Education and Welfare, its Administration of Aging, the New York State Office for the Aging, the Jefferson County Office for the Aging and its Nutrition Program for the Elderly.

It is expected that bulk food will be portioned and served on-site by staff provided by the Successful Contractor at the congregate dining sites. OFA has established a policy that if fewer than 5 people are in attendance at the congregate site, individual meals (same as home delivered meals) are acceptable. Utilized meals are packaged at the vendor's central kitchen. These managers will direct, coordinate and report all activities related to the Nutrition Program, including Senior Recreation Activities, at each site and will be trained and able to do so.

The Successful Contractor will be responsible for securing and general maintenance of any and all facilities required to store, prepare, package, and deliver the meals to be provided under the contract. All maintenance of equipment including any additional equipment needed will be the sole responsibility of the Successful Contractor.

The Successful Contractor shall maintain all food preparation and delivery facilities over which it has control, in clean, sanitary, and in good condition. All kitchen, dining, storage and delivery facilities, including equipment, utensils, ventilating equipment, cabinets, counters, and the like shall be clean and sanitary and in compliance with the New York State Sanitation Code. All transport containers shall be sanitized daily, and all vehicles will be cleaned at least weekly, inside and out.

The Successful Contractor will provide napkins, garbage liners, disposable gloves/and aprons, hair restraints and any other accessories (disposable or non-disposable) required to serve a complete meal in compliance with the New York State Sanitary Codes.

The Successful Contractor must provide unquestionable evidence of sustained capability in providing meals appropriate for consumption by older persons demonstrated in existing or previous operations (preferably a comparable Nutrition Program for the Elderly or similar type food service activity), and such evidence shall include a list of clients who consent to respond to inquiries. A list of at least three (3) such references must be submitted with the proposal.

The Office for the Aging will review the staff levels of the Successful Contractor to ensure all aspects of the program can be handled properly. The Successful Contractor shall demonstrate evidence of an ongoing, in-service training program for all non-management personnel, and the Office for the Aging reserves the right to alter the in-service training program if necessary.

The Successful Contractor will provide the Office for the Aging one (1) meal on the days meals are delivered to clients.

The Successful Contractor will be required to meet, but be not limited to, the criteria listed below:

1. Maintain the quantity of meals and corresponding delivery schedules during the period of the contract at the contracted price.
2. The Successful Contractor must agree to select, purchase, and prepare food according to the menu plan approved by the Office for the Aging Registered Dietician. It is understood that the Office for the Aging may add, alter, reject and/or request substitution of food items in the menu plan. A sample eight (8) week cycle is included in Appendix B. Meal prices submitted under this proposal are to be consistent with the level of service indicated.
3. The Successful Contractor will use food products, supplies, accessories, and equipment acceptable to the Office for the Aging. Food labels are to be provided at the request of the Office for the Aging dietician to assist with the nutrient analysis of the menu.
4. Assurance must be provided that food handling procedures (cooking, storing, and transporting) will maintain the quality and safety of the foods.

5. The location where food is prepared, processed, and/or packaged must meet Local and State Department of Health regulations. Consistent with the regulations, all handlers who prepare or work with food must have a periodic physical examination which includes a Mantoux Test. Further, the Successful Contractor will assure that such employees observe good habits of personal hygiene and are dressed appropriately.

6. The Successful Contractor must be able to deliver hot food to the meal site(s) at a temperature of 140 degrees F. or higher, and cold foods at 45 degrees F. or lower and at the appointed time. Containers used for delivery are to cover and insulate the food, to prevent contamination from dust, flies, and rodents, and to maintain safe temperature, palatability, and appearance during transportation. The Successful Contractor will retain a dated test meal in the freezer for a period of 72 hours after the day of service for all food products served to the participants under the contract. Further, upon request by the Office of the Aging Registered Dietician or designee, the Successful Contractor agrees to submit said meals for nutritive and/or micro bacterial analysis by a qualified testing laboratory at the Successful Contractor's cost. Digital or better thermometers will be used to check meal temperatures at all locations, maintained and replaced as needed by Successful Contractor.

7. The Successful Contractor must remain flexible regarding numbers of meals to be provided from day to day up to 9:00 A.M. of the serving day.

8. The Successful Contractor must be willing to provide meals under emergency conditions and/or for special events, if such occasions occur during the regular meal schedule. Said special events may include a special Christmas meal, Thanksgiving meal, a St. Patrick's Day meal, other ethnic or festive meals, and other such special events as may be designated by the Office for the Aging from time to time. (ie: Annual senior picnic at Westcott Beach State Park)

9. The Successful Contractor staff must be willing to cooperate with and accept direction from the staff of the Office for the Aging within their respective roles in the program and participate in quarterly meeting with the Office for the Aging staff.

10. The Successful Contractor agrees to provide equal opportunity in employment, promotional opportunities and the provision of services, to all people without regard to race, color, gender, age, religion, national origin, disability, sexual orientation, veteran status and all other criteria unrelated to performance or eligibility requirements. The Successful Contractor agrees to be affirmative in hiring of older workers where practical.

11. The Successful Contractor agrees to provide the proper communication and recording equipment to their staff including, but not limited to, computer, printer, printer supplies, fax machine, telephone. Said equipment shall be maintained in proper working order.

12. All congregate site client contributions will be picked up by the Successful Contractor and delivered to Office of the Aging's designee on a daily basis. At the end of the fiscal year, arrangements must be made to have these funds to the Office of the Aging designee in sufficient time for a year end deposit to be made prior to the financial institutions close of business.

13. Shelf stable and/or additional frozen meals will need to be ordered and delivered to appropriate clients as deemed necessary by the Office of the Aging, delivered during the month of December.

14. Upon opening a new site, the contractor is responsible for obtaining all required documents (DOH permit, Certificate of Occupancy, etc).

15. Other Information.

- Currently, only regular diet meals are provided which meets one third of the Dietary Guidelines for Americans. Low sodium products may be used to keep meals within the sodium guidelines of 800 mg. Special menus are available when feasible and appropriate to meet dietary needs arising from health requirements, religious requirements or ethnic background.
- The evening meals must meet the one third RDI for 1 meal, two thirds for 2 meals, and 100% for 3 meals, and are subject to the approval of the OFA Registered Dietician. They can be either an approved frozen

meal or an approved cold meal. A menu is established for the evening meals which is subject to approval by the OFA Registered Dietician.

- The total cost per meal for 2021 is \$8.25.
- Clients are added and deleted through OFA based on specific criteria.
- The current vendor determines which route the new client would best be served on; this information is relayed to the OFA.

Further, as part of the contract:

1. The menu is an eight (8) week menu cycle that reflects seasonal and holiday meals. To promote variety, a new menu is developed each cycle by the Office for the Aging dietician, with the assistance of the Successful Contractor. The menu is required to meet the NYSOFA Nutrition Program Standards.

2. The Successful Contractor guarantees that the meals will conform to the requirements of the Office for the Aging which includes the provision that each complete meal must, at least, meet one-third the Recommended Daily Allowance for adults 60 years or older, and include a good source of Vitamin C every serving day and a good source of vitamin A three times per week. In this regard, the meal pattern will comply with the following:

Protein from meat, fish, poultry, or alternate (3 ounces edible portion not to include breading – i.e.: 19-21 grams of protein). In addition to the entrée, the meal will include vegetables, (two 1/2 cup servings), fruit (1/2 cup serving or 1 piece of fresh fruit), one slice of bread or variant (whole grain preferred), butter or fortified margarine (one teaspoon), dessert will be served 2 times per week in addition to fruit or to include 1/2 cup fruit, and white or chocolate milk (1/2 pint, 1% or 2% homogenized, fortified with Vitamin D). One serving of enriched or whole grain products (spaghetti, bread, rice, crackers, etc.) may be served when appropriate as determined by the Office of the Aging Registered dietician or designee. The meal may also include an optional salad, juice or other food item(s), as directed by the Office of the Aging Registered dietician or designee.

3. The Successful Contractor will meet, as appropriate, with the Office of the Aging Registered dietician, other Office for the Aging Staff, members of the Advisory Council, and other interested persons to plan adjustments in the meal service when such adjustments will benefit the participants and improve the quality of Nutrition Services.

4. The Successful Contractor shall keep full and accurate sales and procurement records related to sales covered by the contract. All such records shall be kept on file for a minimum of six (6) years after the end of the Federal fiscal year to which they pertain or any other period which the Administration on Aging, the New York State Office for the Aging, and the County of Jefferson Office for the Aging may from time to time designate.

5. In the event the Successful Contractor fails to deliver any meal or meals or other foods to the designated sites as agreed upon, the Office for the Aging may procure a meal or meals or other foods elsewhere and charge the Successful Contractor the cost of such replacement meal, meals, or other food.

6. The Successful Contractor must be capable of implementing the provision of the contract on Saturday, January 1, 2022, after the award of the contract subsequent to the evaluation of all received proposals (which includes a qualitative comparison by Jefferson County), and shall remain in effect for three (3) years, subject to the terms and conditions provided in said contract.

**7. VENDORS SHALL SUBMIT A PROPOSAL USING THE BASIS OF A COMPLETE PRICE PER DELIVERED MEAL, WITH THE UNDERSTANDING THAT THE PROPOSED PRICE WILL INCLUDE ALL SERVICES OUTLINED IN THESE SPECIFICATIONS AND THE CITED REGULATIONS. ALL VENDORS WILL ALSO COMPLETE THE COST DETAIL FORM TO MAKE UP THE COMPLETE PER MEAL COST AS PROVIDED IN APPENDIX C. APPENDIX C MUST BE FILLED OUT IN FULL AND SUBMITTED AS PART OF THE PROPOSAL. FAILURE TO DO SO WILL INVALIDATE THE PROPOSAL. FURTHER, ALL REQUESTED DOCUMENTS AND INFORMATION MUST ACCOMPANY THE PROPOSAL, AND MAY BECOME PART OF THE CONTRACT WITH THE SUCCESSFUL CANDIDATE. THE FOLLOWING INFORMATION SHALL BE INCLUDED WITH ALL RESPONSES:**

1. Financial statement of the Vendor for calendar years 2020 and 2021.
2. Three (3) references. References similar in scope to Jefferson County would be preferred.
3. Location of the Vendor's current and proposed food preparations sites.
4. Concept and method of food service for Jefferson County.
5. Description of the Vendor's proposed delivery system.
6. Detailed specifications describing the quality of the food products to be used by the Vendor.
7. A corporate organization chart and a complete description of the operations' staff which will perform the services specific to this contract. In this regard the Successful Contractor will employ:
  - a. At least one full-time qualified food service manager, who is acceptable to the Jefferson County Office for the Aging, to manage the day-to-day operations of the contract and to coordinate all activities with the Office for the Aging.

Also, the Successful Contractor will provide a food service professional who will be free to devote the necessary time to supervise the execution and maintenance of the contract, as well as provide any required reporting activities, the cost for which will be borne by the Successful Contractor and will not be chargeable to the Labor Cost portion of the meal price. It is understood that the Successful Contractor will pay wages adequate enough to assure qualitative performance by its personnel as required by the contract. The Successful Contractor must maintain an adequate amount of staff to meet all of the specifications and responsibilities of the submitted proposal in an orderly, punctual and reliable manner.

8. All proposals shall include a firm price per meal for the 2021 calendar year using appendix C. Price changes for the second through fifth year of the contract period may be granted and requests must be submitted to the Jefferson County Office for the Aging Director, no later than October 1<sup>st</sup> for the following calendar year. Potential increases will be based on that years June Consumer Price Index, All Urban Consumers-U.S. City Average by Expenditure Category, "All Items" category, or 2%, whichever is less.

## **1. GRIEVANCE PROCEDURES**

There could occasionally be instances of older individuals, family members or caregivers, who are dissatisfied with or denied services. Should these complaints not be satisfactorily resolved, you are obligated under this agreement to notify such individuals of their right to file a formal written grievance.

### **Purpose**

- A. In accordance with Section 306(a)(6)(P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title II of the Act.

## **2. NOTIFYING PARTICIPANTS OF RIGHT TO FILE GRIEVANCE**

- A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:
  - (1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
  - (2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

### **Grievance Process**

#### **A. Filing of Grievance**

- (1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.
- (2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied. The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.
- (3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

## B. Investigation and Response to Grievance

- (1) The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with the applicable OAA and or State laws, regulations and policies) and supported by the facts.

- (2) The designated reviewer shall prepare and send a written response to the grievant and to the Jefferson County Office for the Aging Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination. If the grievance is being handled by a subcontractor organization, a copy of its decision must be forwarded to the Director of the Jefferson County Office for the Aging.

## C. Appeal of Initial Response/Decision

- (1) If the complaint has been handled by a service provider agency, under subcontract to the Jefferson County Office for the Aging, and the grievant is not satisfied with its determination, she/he has the right to further review as follows:
  - (a) She/he may initiate a request for subsequent review by the Jefferson County Office for the Aging Director within twenty (20) calendar days following receipt of notification by the service provider agency of its decision.
  - (b) The Jefferson County Office for the Aging Director shall request, and the subcontractor agency shall provide, copies of the initial file on the complaint in question. The Jefferson County Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Jefferson County Office for the Aging Director will meet with the older person to allow the grievant an opportunity to present information about the grievance.
  - (c) If policies and procedures have been adhered to, The Jefferson County Office for the Aging Director will not overturn the decision of its subcontractor agency. If proper policies and procedures have not been applied, the Jefferson County Office for the Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

### **Recordkeeping**

The Jefferson County Office for the Aging or service provider agency which is handling the grievance shall keep a file, for six (6) years, of all relevant documents and records. This shall include at a minimum: the initial grievance; any investigative reports; any written response submitted by the Jefferson County Office for the Aging or service provider agency; any documents or other records submitted by any party; the written initial Response of the agency; and, if applicable, the notice to the grievant of the right to an appeal.

## Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

### **3. STANDARD TERMS AND CONDITIONS FOR AGING PROGRAMS AND SERVICES CONTRACTS**

1. Statutes, Regulations, and Policies: Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec.504 (29 U.S.C. 794, Nondiscrimination) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d-et.seq.) Older Americans Act Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) Federal Executive Order, 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors) Equal Access to Services and Targeting Policy (12-P1-08) Elder Law

2. Targeting: Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
3. Language Access: Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

**APPENDIX A  
JEFFERSON COUNTY OFFICE FOR THE AGING  
NUTRITION SITE INFORMATION**

Revised 6/2021

**Nutrition Site and Address**

**Site Manager/Other Contact**

ADAMS (Thursdays only)  
Countryview Apartments  
87 E. Church St.  
Adams, NY 13605

Linda Horst (315) 465-4130  
(315) 232-2622

ALEXANDRIA BAY (Tuesdays only)  
Municipal Building  
110 Walton St.  
Alexandria Bay, NY 13607

Lorie Thistle (315) 324-5032  
(315) 482-9902

CARTHAGE  
Long Falls Apartments  
222 State St.  
Carthage, NY 13619

Wilna Housing Authority (315) 493-1480

CLAYTON  
Paynter Senior Center  
914 Strawberry Lane  
Clayton, NY 13624

Rose Reff (315) 686-3553  
(315) 686-4440 (P)  
(315) 686-4442 (F)

EVANS MILLS  
St. Mary's Church  
8408 S. Main St.  
Evans Mills, NY 13637

(315) 629-4678

WATERTOWN  
Hilltop Towers  
113 W. Main St.  
Watertown, NY 13601

(315) 782-1251

WATERTOWN  
Midtown Towers  
142 Mechanic St.  
Watertown, NY 13601

(315) 782-1251

**\*\*Jefferson County Office for the Aging is currently in the process of reopening the congregate meal sites, which have been closed due to COVID-19. The first site to be opened will be the Paynter Senior Center, with others to follow. Upon agreement of both parties the County reserves the right to add additional meal site locations during the term of the contract.**

**APPENDIX B**  
**Jefferson County Office for the Aging Nutrition Program Menu**  
**2021 Summer June 14th to August 6<sup>th</sup>**

Call Prestige at (315) 686-4440 for meal reservation 24 hours in advance or the Jefferson County Office for the Aging (315) 785-3191.

**2021 SUMMER MENU**

**Monday 6/14**

Sweet & Sour Pork over Rice  
Summer Squash  
Sweet Peas  
Fruit Cocktail  
Graham Crackers  
Milk

**Wednesday 6/16**

Breaded Fish  
Whipped Sweet Potatoes  
Brussel Sprouts  
Black Forest Pudding w/Whipped Topping  
Whole Wheat Bread  
Milk

**Friday 6/18**

Italian Sausage w/Peppers & Onions  
Baked Beans  
Fresh Orange  
Warm Corn Bread  
Ice Cream  
Milk

**Tuesday 6/22**

Turkey Slice Topped w/Savory Stuffing  
Chuck Wagon Blend Vegetables  
Diced Beets  
Pears  
Graham Crackers  
Milk

**Thursday 6/24**

Roast Pork w/Gravy  
Whipped Potatoes  
Carrots  
Fresh Apple  
Happy June Birthday Cookie  
Rye Bread  
Milk

**Tuesday 6/15**

Sloppy Joes on Bun  
Oven Roasted Potatoes  
Spinach  
Apricots  
Whole Wheat Hamburger Bun  
Milk

**Thursday 6/17**

Potato Corn Chowder  
Chicken Salad Sub  
California Blend Vegetables  
Warm Peaches  
Whole Wheat Hot Dog Bun  
Milk

**Monday 6/21**

Egg Omelet w/Cheese Sauce  
Potatoes O'Brien  
Stewed Tomatoes  
Strawberries  
Whole Wheat Bread  
Chocolate Milk

**Wednesday 6/23**

Yellow Split Pea Soup  
Seafood Salad  
French-style Green Beans  
Mandarin Oranges  
Warm Blueberry Muffins  
Milk

**Friday 6/25**

Spaghetti & Meatballs  
Summer Tossed Salad  
Warm Peach Crisp  
Warm Garlic Bread  
Milk

**Monday 6/28**

Pork & Mushroom Stew over Rice  
 Carrots  
 Cauliflower  
 Fruit Cocktail  
 Graham Crackers  
 Milk

**Wednesday 6/30**

Parmesan Encrusted Chicken  
 Parslied Potatoes  
 Sweet Peas  
 Pina Colada Yogurt  
 Whole Wheat Bread  
 Milk

**Friday 7/2**

Beef Barbecue on Bun  
 Coleslaw  
 Green Beans  
 Warm Pears  
 Sherbet  
 Whole Wheat Hamburger Bun  
 Milk

**Wednesday 7/7**

Hearty Goulash  
 Broccoli & Cauliflower Mix  
 Summer Squash  
 Fruit Cocktail  
 Graham Crackers  
 Milk

**Friday 7/9**

Egg Salad Cold Plate  
 Macaroni Salad  
 4 Bean Salad  
 Pumpkin Mousse  
 Crackers  
 Milk

**Tuesday 7/13**

Tuna Fish Salad Cold Plate  
 Tossed Salad  
 Cauliflower Bean Salad  
 Apricots  
 Crackers  
 Chocolate Chip Cookie  
 Milk

**Tuesday 6/29**

Baked Fish with Dill Sauce  
 Hubbard Squash  
 Chickpea Salad  
 Warm Chunky Applesauce  
 Rye Bread  
 Milk

**Thursday 7/1**

Macaroni & Cheese  
 Stewed Tomatoes  
 Spinach  
 Banana  
 Whole Wheat Bread  
 Milk

**Tuesday 7/6**

Chicken Thighs w/Gravy  
 Whipped Potatoes  
 Succotash  
 Fresh Orange  
 Whole Wheat Bread  
 Chocolate Milk

**Thursday 7/8**

Honey Glazed Pork  
 Creamy Barley w/Vegetables  
 Sweet & Sour Cabbage  
 Peaches  
 Rye Bread  
 Milk

**Monday 7/12**

Hot Chicken Meatballs & Cheese  
 w/Marinara Sauce Sub  
 Sweet Peas  
 Warm Applesauce  
 Whole Wheat Hotdog Bun  
 Milk

**Wednesday 7/14**

Pork Stir Fry over Rice  
 Hubbard Squash  
 Mandarin Oranges  
 Warm Corn Bread  
 Milk

**Thursday 7/15**

Hamburger Stroganoff over Noodles  
 Stewed Tomatoes  
 Spinach  
 Banana  
 Rye Bread  
 Milk

**Monday 7/19**

Breaded Fish  
 Sweet Potatoes  
 Mixed Vegetables  
 Peaches  
 Graham Crackers  
 Chocolate Milk

**Wednesday 7/21**

Roast Beef Sandwich w/Lettuce  
 Chickpea Salad  
 Creamy Cucumber Salad  
 Mixed Berries  
 Wheat Hamburger Bun  
 Milk

**Friday 7/23**

Chicken Leg Cold Plate  
 Marinated Vegetable Salad  
 Coleslaw  
 Pineapple Tidbits  
 Wheat Crackers  
 Milk

**Tuesday 7/27**

Egg Salad Cold Plate  
 Pasta Salad  
 Carrot Raisin Salad  
 Fruit Cocktail  
 Crackers  
 Banana Bread  
 Milk

**Thursday 7/29**

Ham & Cheese Sub  
 Four Bean Salad  
 Cucumber & Tomato Slices  
 Banana  
 Whole Wheat Hotdog Bun  
 Milk

**Friday 7/16**

Turkey Waldorf Salad  
 Pasta Salad  
 Pickled Beets  
 Orange Juice  
 Wheat Dinner Roll  
 Milk

**Tuesday 7/20**

Roast Pork Topped w/Scalloped Potatoes  
 Brussel Sprouts  
 Warm Pears  
 Happy July Birthday Brownie  
 Whole Wheat Bread  
 Milk

**Thursday 7/22**

Baked Ziti w/Vegetables  
 Carrots  
 Fresh Orange  
 Warm Garlic Bread  
 Sherbet  
 Milk

**Monday 7/26**

Beef Pot Roast w/Potatoes  
 Peas & Onions  
 Warm Apple Slices  
 Lemon Pudding  
 Graham Crackers  
 Milk

**Wednesday 7/28**

Creamy Chicken Vegetables & Pasta  
 Stewed Tomatoes  
 Warm Peaches  
 Whole Wheat Bread  
 Milk

**Friday 7/30**

Baked Stuffed Peppers  
 Lima Beans  
 Warm Garlic Bread  
 Apricots  
 Milk

**Monday 8/2**

Chicken ala King over Rice  
Chinese-style Vegetables  
Corn  
Mandarin Oranges  
Rye Bread  
Milk

**Wednesday 8/4**

Tuna Macaroni Salad  
English Pea Salad  
Pickled Beets  
Strawberries  
Wheat Dinner Roll  
Milk

**Friday 8/6**

Turkey Sub w/Lettuce  
Southwest Salad  
Dilly Beans  
Grape Juice  
Fruited Gelatin  
Wheat Hotdog Roll  
Milk

**Tuesday 8/3**

Meatloaf w/Gravy  
Whipped Potatoes  
Spinach  
Apple  
Whole Wheat Bread  
Chocolate Milk

**Thursday 8/5**

Roast Pork Topped  
w/Cabbage  
Hubbard Squash  
Warm Summer Time Cake  
Whole Wheat Bread  
Milk

Condiments not provided.

Menu subject to change.

To accommodate a variety of tastes, most of the vegetables are not seasoned, including salt.

**JOIN US** this July at the Jefferson County Fair at the Jefferson County Office for the Aging display in the Arena. Senior day at the Fair is July 15th. There will be raffles, presentations, and free materials for those 60+ years old. Check out our Facebook page for more information or call 315-785-3191.

**APPENDIX C  
RFP #21-34  
COST PROPOSAL PAGE**

**SENIOR NUTRITION MEAL PROGRAM FOR THE JEFFERSON COUNTY OFFICE FOR THE AGING**

Meal Contract Price Quote Detail: Detailed unit prices are to be quoted to the nearest cent. Prices are to be entered only for those items that are appropriate.

Staffing \* Include corporate organization chart and a complete description of the operations staff which will perform services specific to this contract. (Note any unpaid volunteer staff utilized).

Description	Basic Meal Component
Food	
Labor*	
Management	
Production	
Sanitation	
Delivery	
Clerical	
Fringe	
Supplies/Equipment	
Administrative Supplies/Equipment	
Service Disposables (napkins, placements)	
Packaging Supplies (totes, bags, etc.)	
Operating Cost (fuel, maintenance, mileage)	
Other Expenses (training, membership)	
Fees	
Adm. & Supervision	
Accounting/Audit	
Profit	
2022 Total Base Cost Per Meal	
2022 TOTAL COST PER MEAL	

A request for a price/meal increase will be based on the current year's price and the information specified within (not more than 2%).

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

PROPOSAL CERTIFICATIONS

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NON-PROPOSER'S RESPONSE**

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Our branch/division handles this type of proposal. Correct name and mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature of Representative

DATE: \_\_\_\_\_

RFP Number: 21-34      RFP Name: SENIOR NUTRITION PROGRAM

Attachment  
Certification Pursuant to Section 103-g  
of the New York State  
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name