

DETROIT AREA AGENCY ON AGING NUTRITION SERVICES CONTRACT REQUIREMENTS

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1. NUTRITION SERVICES OVERVIEW

This Nutrition RFP will seek to include all populations, providing high quality, culturally appropriate meals, as well as addressing food insecurities for all DAAA constituents.

The DAAA administers the following nutrition programs:

- Congregate Meals
- Home Delivered Meals
- Holiday Meals
- Culturally Specific Meals,
- Oral Nutrition Services (ONS)
- Medically Tailored Meals
- Shelf Stable Meals.

The DAAA accepted bids from interested parties to produce and deliver high quality, freshly prepared meals for each program as well as provide materials and support for two supplemental meal programs.

The DAAA will consider eligible collaborative applications as follows:

- From multiple vendors in partnership who meet DAAA needs.
- From multiple vendors to provide the services needed to meet the client's needs.
- Allow meal vendors to subcontract for 'culturally specific' meals if they are incapable of providing appropriate meals.

This PROJECT OVERVIEW OF THE CONntract outlines what is needed is for the production and delivery of regular hot congregate, chilled /frozen home delivered meals, and hot holiday meals to older Americans throughout the DAAA service area for a three (3) year period beginning October 1, 2026, and terminating September 30, 2029. The Detroit Area Agency on Aging will entertain a six (6) year bid should an applicant intend to build a new facility in the DAAA service area. Menus for the regular home delivered meal program must provide a diverse array of menus, considering the cultural influences and the needs of our constituents (Asian, Caucausion, Hispanic, Arabic and African American).

2. PROGRAMS and SERVICES

- All prepared meals will be "premium" quality, meaning 100% beef products, whole muscle chicken and fish and grade A fruits and vegetables without exception.
- All menus must be developed by a Registered Dietitian and evaluated for nutritional analysis.
- Thirty percent of raw food products will be locally sourced.
- Providers must maintain a six-week menu cycle for prepared meals that meets the Administration for Community Living (ACL). Serving sizes of each meal component can be found at http://www.choosemyplate.gov.
- All projected service levels are based on available funding and are subject to change.

CONGREGATE MEALS

The congregate program will consist of offering a six-week menu cycle that meets the ACL guidelines for meals, preparing and delivering hot meals five days a week in bulk. The DAAA currently has 8 existing congregate meal sites with plans to expand services to twenty-three (23) sites. There is also the possibility of opening new sites that are culturally specific. The DAAA is open to a single vendor or multiple vendors working together to provide the services needed. Applicants should consider innovative ways to meet the requirements and guidelines. Successful applicants should be capable of providing hot weekend meals as needed for emergency needs. The number of congregate meal sites will be evaluated on a yearly basis, and new openings or closures will be based upon the avaiablity of funding.

Congregate meals must be of "Premium" quality, meaning whole muscle chicken and fish, 100% beef product, and grade A fruits and vegetables are required. Successful applicants will be able to locally source at least 30% of raw food products to promote "farm to table". All meals must comply with nutritional standards and nutrient targets as required by ACL Guidelines.

Expected meal service levels are as follows:

 250 service days at 8 Congregate Meal Sites (average of 25 meals /day per site) equating to approximately 50,000 meals per year. Vendor must be capable of producing and delivering up to 144,000 hot congregate meals for up to 23 sites.

HOME DELIVERED MEALS

The HDM will consist of preparing and delivering frozen or cook-chilled meals to individuals in homes or apartments throughout the DAAA service area:

Individual "cook-chilled" meals delivered twice weekly (Monday-Wednesday or Tuesday-Thursday), and should be of "Premium" quality, meaning whole muscle chicken and fish, 100% beef product, and grade A fruits and vegetables must be used.

HDM menus must be on at least a six-week cycle menu. "Premium" quality Frozen 5 meal packs delivered weekly, meaning whole muscle chicken and fish, 100% beef product, and grade "A" fruits and vegetables must be provided. About 30% of raw food products must be locally sourced to promote "farm to table." Liquid meals, in two 12 meal cases, delivered monthly, and/or; Shelf stable meals, in 5 meal packs, delivered at least annually.

HOLIDAY MEALS PROGRAM

The HMOW program consist of preparing and delivering up to 18,000 hot holiday meals over the course of four Holidays depending on available funding. The successful Holiday Meal provider's facility must be clean/safe and capable of providing adequate space for up to 200 volunteers to pack both the cold and hot portions of the holiday meal. The hot portion of the holiday meal is packed and delivered on the actual holiday. The cold portion of the holiday meal is packed by volunteers or the vendor prior to the holiday. Expected holiday meal service levels are provided based on funding are as follows:

- Easter Day Approximately 3,500 home-delivered meals
- Labor Day Approximately 3,500 home-delivered,
- Thanksgiving Approximately 5,500 home-delivered meals
- Christmas Day Approximately 5,500 home-delivered meals

The successful applicant must provide drivers and staff to assist in the packing of hot/cold portions of the meal, and delivery of holiday meals when necessary to distribution sites.

ORAL NUTRITION SUPPLEMENT (ONS)

Provides ONS for seniors with a diagnosis substantiated by a physician.

• Liquid meals are delivered monthly in two 12-unit cases.

Expected meals delivered:

- 37,500 units
- The current ONS formulary in use is Ensure and Glucerna.

SHELF STABLE MEALS

In the event of power outages, meal site closures, and other declared emergencies, shelf-stable meals are delivered to participants' homes.

- Delivered at least one time annually in five-meal pack configuration.
- 2000 5-Pack Units
- A cool dry storage space with capacity to maintain 10,000 units.

CULTURALLY SPECIFIC MEALS

Eligibility for the "Culturally Specific" programs is the same as the regular program but with one addition. These clients are unable to participate in the regular congregate, home delivered, or holiday meal programs because traditional meal vendors cannot meet their cultural or ethnic needs for meal preparation.

The DAAA understands that these clients' needs may not be met by traditional vendors, and therefore, the DAAA may make exceptions. This program encompasses but is not limited to Halal, Kosher, Vegan, etc. The "Culturally Specific" hot congregate, hot home- delivered and hot holiday meals must meet client cultural as well as religious needs. Culturally specific holiday meal providers can be restaurants or caterers. Expected meal service levels are as follows:

- Hot home delivered meals approximately 25,000 meals
- Hot congregate meals approximately 10,000 meals
- Hot holiday meals approximately:
 - o Thanksgiving 275 meals
 - o Christmas 275 meals
 - Easter 275 meals
 - Labor Day 275 meals

3. CONTRACT CONDITIONS

The DAAA reserves the right to negotiate or renegotiate with all qualified sources or to cancel in part or in its entirety this contract if it is in the best interest of its planning and service area.

Funds are dependent upon the continuing availability of Federal (Older Americans Act) and/or State funds, contractor performance and determinations of need, services, activities and delivery methods.

All vendors must be consistent with the service standards developed by the Bureau of Aging Community Living and Supports (ACLS) and the DAAA. The standards pertain to Congregate Meal Services and Home Delivered Meal Services.

COLLABORATION AND PARTNERSHIPS

DAAA will take into consideration allowing multiple vendors to work in partnership/subcontracting to provide services outside their current abilities, should it meet DAAA's needs. Additionally, the DAAA will consider multiple vendors to provide the services needed to meet the client's needs. DAAA will also consider allowing for a meal vendor to subcontract for "Culturally Appropriate" meals if they are incapable of providing appropriate meals.

4. CONTRACTUAL REQUIREMENTS

Food Safety and Sanitation: Vendor will need to meet and maintain food safety standards, including maintaining proper food temperatures (hot and cold), adhering to local, state, and federal regulations, and having emergency preparedness plans in place. Additionally, applicant(s) must maintain both cold and hot temperatures during delivery of meals.

Access and Transportation: The vendor will maintain the number of vehicles that will be utilized for the transport and delivery of the type of meals that was in their bid. The vendor must maintain the ratio of 55:1 stops per driver for HDM routes (Maximum number of stops per driver is 55).

Staffing Model and Service Delivery Capability: The vendor must maintain the ability to prepare and deliver meals, either with their own staff or in partnership with others and should strive for efficient and timely delivery. The vendor should shape their plan for delivery of congregate meals between 10am and 11:30am, while Home Delivered meals should be delivered between the hours of 11am and 1pm. The applicant(s) must show proof of adequate staffing along with proof of their qualifications and provide a description of such along with criminal background checks when asked (http://www.mipsor.state.mi.us/, http://www.nsopw.gov/, credentialing, licensing, ServeSafe Certification, Food Handlers Cards, TB testing and Hepatitis A vaccination, and provide a criminal background check for each employee upon audit.

Business Continuity Plan: The vendor will maintain their emergency continuity plans that describe their ability to continue services on demand during unexpected emergency situations such as inclement weather, power outage, pandemic, or the inability to use the facility for an extended period. Plans should take into account a 30, 60, 90, day or up to one yerr time frame.

Holiday Meals Bids Only: Vendors that contract for the Holiday Meals portion of the Nutrition Program must maintain a commercial kitchen within southeast Michigan that has the capacity and floor space to allow for staging, preparation, packaging of the cold and hot portions of the menu and delivery of the holiday meals. Current holidays consist of but may not be limited to Thanksgiving,

Building New Construction: Bid winning vendors intending to build a new facility must provide assurances that any and all costs associated with delayed start of meals will be the responsibility of the applicant. Partial services will be reimbursed at a reduced rate to be determined by the DAAA.

Communication: The vendor is required to maintain contact with the DAAA throughout the workday, leadership shall be available to DAAA staff till at least 4pm daily. The vendor will assure the DAAA that staffing changes are communicated promptly and will provide updates on any and all staffing deficiencies.

Data Reporting and Technology: The meal vendor agrees to utilize DAAA meal tracking software (Mon Ami) or demonstrate the ability of their software to work in conjunction with DAAA software (Mon Ami). The vendor will have routing and delivery technology software that meets the approval of DAAA for the Home Delivered Meal Program. The vendor agrees to offer access to their delivery software to DAAA. The software system must track service information (SERV Tracker, Meals on Wheels Manager, Meal Service, Salesforce.org, Supportive Services Aid etc.); units of service, number of clients served and provide support documentation for billing purposes. Electronic signature for proof of delivery will be tracked for all home delivered meals.

Access to Dietitian: The vendor agrees to maintain access to a Registered Dietitian for menu planning and nutrient analysis. The vendor will maintain food handlers licensing and certification, as well as maintain building codes and provide proof of city inspections.

State and Local Licensure: The vendor will maintain all state and local licensure, as well as keep DAAA abreast of all Health Department inspection results within ten days of inspections. The vendor agrees to provide access to their facility to DAAA staff at all times for review and inspection.

Cycle Menus: The vendor agrees to maintain 6-week cycle menus, that provide at a minimum, 1/3 percent of the Daily Recommended Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

- "Scratch" cooking is preferred to processed and ready-to-eat foods.
- 30% minimum locally sourced raw food products will be used.
- Serving sizes of each meal component will be followed and can be found at http://www.choosemyplate.gov
- The vendor agrees to maintain access to a Registered Dietitian who will be responsible for the menus and the nutritional makeup

Policies and Procedures: The vendor will maintain operational policies and procedures for all aspects of the meal production/delivery and be prepared to provide these documents to DAAA upon request.

Financial Status Reports: The vendor will submit program and financial reports to DAAA for reimbursement of meal production and delivery weekly.

Delivery Reporting: The vendor will submit reports to DAAA for missed meals, unable to deliver meals, clients that may no longer qualify, have moved or no longer want to receive services.

HIPAA: The vendor will demonstrate their willingness to honor HIPAA and Privacy Act for program participants by being able to send and receive client information in an encrypted format and provide policies that address these issues.

OIG: The vendor must agree to comply with the OIG General Requirements to ensure that the organization is not debarred from providing services and for federal and state funding. The client must be monitored monthly.

5. PERFORMANCE BOND REQUIREMENT

Within 30 days of the awarding of the contract, the vendor shall provide to the DAAA a Performance Bond in the amount of 2% of the bidding price, which must be maintained for the contract period. This bond shall be payable to compensate the DAAA for its cost in selecting another nutrition program vendor if:

- The vendor terminates the contract for any reason, other than the DAAA's substantial failure to fulfil the contract; or
- The DAAA terminates the contract for cause as defined in; or
- The vendor fails to meet the designated target dates in their Implementation Plan.
- The DAAA reserves the right to reopen the proposal process if the vendor fails to provide the required Performance Bond within 30 days of being awarded the contract.

KITCHEN LOCATION: Should the vendor need to lease, retrofit, or build a kitchen, they will do so with the understanding that meal services are required to start on October 1, 2026. Any delay and or incurred costs due to late availability of the kitchen will be the sole responsibility of the applicant. Should only partial service be available for any period of time, due to limited availability of the new facility, meals will be at a reduced cost to be determined by DAAA.

All food preparation sites will comply with all federal, state and local codes and health standards. It is the expectation that the chilled/frozen home delivered meal kitchen will support efficient delivery of food at an economical rate and support staging for natural and man-made disasters. The layout of the facility will be conducive to the Holiday MOW meal prep, hot/cold packing and staging of deliveries. The facility must have enough parking to accommodate up to 200 volunteers and be large enough to allow for the hot/cold packing to take place for the HMOW program (Thanksgiving, Christmas, Easter, and Labor Day).

NUTRITION & MENU STANDARDS: Provide proposed hot congregate, and frozen/chilled home delivered 6-week cycle menus and demonstrates compliance with the contracted ACLS requirements.

MENU DEVELOPMENT: (A menu cycle will be 6 calendar weeks at a minimum.) The meal vendors will actively participate in the bi-monthly Congregate Site Education Training (CSET) meetings as well as quarterly Project Council Meetings. Successful applicants will send representation from management to address concerns from the participants and provide training when necessary. (i.e. Proper temperature taking)

FOOD SAFETY STANDARDS: The vendor will comply with food safety standards. The vendor will provide a list of current and/or proposed distributors for the procurement of all food and non-food items and/or services. Vendors must be able to produce Serve Safe Certifications for the local kitchen location.

EMERGENCY MEAL KITS: If the vendor has been contracted to procure and deliver emergency "shelf stable" meal kits for the home delivered meal program they must be in compliance with ACL standards.

HOLIDAYS: If the vendor has been contracted for the Holiday Meals Program, they will be required to work with DAAA on menus and be willing to provide sample menus for each holiday designated in the contract. Labor Day, Thanksgiving, Christmas, and Easter.

STAFFING: Staff retention is critical to providing a consistent product and to providing HDM clients with a friendly, recognizable face on a daily basis. Driver to client ratios must not exceed 55-1. If the ratio exceeds 55-1, the vendor is responsible for creating a new route with a new driver to keep the ratio acceptable. The applicant is responsible for informing the DAAA about which positions are currently filled, and which positions are not.

CRIMINAL BACKGROUND CHECKS: Meal vendor shall have written procedures to thoroughly check references for paid staff that will be delivered to participant homes. In addition, each vendor must conduct an annual criminal background review through the Michigan State Police for each paid and/or volunteer staff person who may be approaching participants' homes. The costs for such background reviews should be taken into account when determining unit costs.

TRAINING, SAFETY, & SANITATION: Meal vendors must maintain compliance with the safety & sanitation requirements indicated in the RFP/contract. Meal vendor also agrees to be willing to complete incident reporting and provide copies and updates to DAAA regarding issues with meal production and delivery.

QUALITY ASSURANCE: Each vendor will maintain quality assurance and quality improvement policies and procedures. This narrative must also include a contingency plan for meal service continuance in the event of the following circumstances:

- 1. Food and supply shortages
- 2. Meals disallowed by the DAAA because of poor quality or unsafe temperature
- 3. Delivery vehicle breakdown(s) and/or accident(s)
- 4. Driver shortage
- 5. Inaccessible roads due to adverse weather conditions
- 6.Labor shortage and/or strike
- 7.Loss of water, utilities, and/or use of major equipment at the meal preparation facilities
- 8. Total closure of the facility due to natural disaster, health inspection, or breakout of a communicable disease.

PENALTIES: The following penalties will be can and will be enforced for poor quality, missing meals, and or missing meal components:

- Congregate meals not delivered within ½ hour of established mealtime will not be reimbursed.
- Congregate meals that are deemed inedible due to temperature or quality issues will not be reimbursed.
- Undelivered Home Delivered Meals will only be reimbursed if delivered before 3pm, the day the meal was to be served.
- DAAA will track undelivered missed meals and will provide the vendor with a credit request for the first invoice of the following month.

FOOD PACKAGING and DELIVERY: Compliance with the food packaging requirements indicated in the RFP, including USDA certifications transfer to this contract and should ensure hot food stays hot, cold food stays cold, and no transfer of meal components happens during delivery.

INFORMATION TECHNOLOGY: The vendor intends to use information technology to maximize program efficiency. The plan must include the following:

- An electronic delivery routing system; software to call clients prior to delivery allowing them time to get to the door.
- An electronic meal delivery verification (electronic signature) and reporting system; and
- All program reporting requirements.
- Missed delivery reports, GPS, real-time delivery and routing software that DAAA will have access to.

PROGRAM IMPLEMENTATION PLAN: The vendor agrees to follow a program implementation plan that provides specific details and target dates related to all key tasks required to be fully operational and serve congregate and home delivered meals beginning October 1, 2026.

MEAL PRICE: Meal pricing for vendors building a new facility will reflect depreciation of equipment and vehicles over the length of the contract. Pricing for new facilities will be in 3-year and 6-year contract lengths. Additionally annual contracted price increases will not exceed the consumer price index or 3%, whichever is lower.

6. LOCAL MATCH REQUIREMENT

A non-federal local match is required for Older Americans Act (Federal or State) Nutrition funds and consists of resources used in the operation of the Nutrition Program for which no Federal or State nutrition funds are used to compensate the resource provider. The Match amount is determined by a formula based on a minimum match ratio of 90% federal/state funding to 10% Local Match.

The Local Match may be cash, in-kind resources, or a combination of both. The value of all in-kind local matches must be verified by supporting documentation.

Note: Vendors must comply with Local Match requirements to be eligible for funding. Organizations that are unable to comply with Local Match cash requirements may request consideration of a waiver of cash match for additional in-kind match. This waiver request must be submitted in writing. It MUST include the reason why the match waiver is needed and the original documentation to support the in-kind match source.

In-Kind Donation: Local donations are required to enhance program operations. The vendor will provide an in-kind and/or cash local match (non-federal and non-state) which will enhance the program operations in accordance with ACLS guidelines.

Some examples of potential local matches are, but are not limited to:

- Vendor may provide one (1) free meal for every 99 meals purchased.
- Vendor may provide a 10 percent local match for a new contract and 15 percent for an existing contract.
- Vendors may contribute up to \$50,000 or more annually to Detroit Meals on Wheels for holiday meals.

7. INSURANCE:

The vendor agrees to maintain and provide evidence of all insurance coverage. Note: Vendors will be required to add Detroit Area Agency on Aging as an additionally insured, and increase coverage to the minimum requirements listed below, if necessary. All coverage must be placed with an insurance carrier rated A-VI by A.M. Best.

Workers' Compensation \$500,000 Facility \$2,600,000

Automobile Liability \$1,000,000 (plus \$2,000,000 aggregate) Insurance Program Drivers \$1,000,000 (plus \$2,000,000 aggregate)

Unemployment Liability \$500,000

Product Liability \$1,000,000 (plus \$2,000,000 aggregate)
General Liability \$1,000,000 (plus \$2,000,00 aggregate)

Property and Theft \$1,000,000 Directors & Officers \$2,000,000 Bonding \$100,000

8. ASSURANCES OF COMPLIANCE:

The vendor agrees to complete and sign statements assuring compliance with the following laws and regulations:

- Civil Rights Act of 1964
- Business Associate Agreement Addendum (Health Insurance Portability and Accountability Act)
- Michigan Civil Rights Laws, Non-Discrimination/Affirmative Action Principles and Applicable laws and regulations; and
- The Detroit Area Agency on Aging Client Bill of Rights and Grievance Procedure
- MINORITY CONTRACTOR STATUS: Complete and sign the Minority Contractor Status form.
- NON-COLLUSION AFFIDAVIT: Complete, sign and notarize the Non-collusion Affidavit.
- AFFILIATION AGREEMENTS: Detail all contractual services which are planned for the proposed services. Include name, address, and nature of the affiliation agreement.
- FINANCIAL STATEMENTS: Provide the applicant's audited financial statements for the years 2023 and 2024.
- TAX RETURN: Provide the applicant's annual tax return (Form 990 or 1120) for 2024 or last filed.
- Sign form to ensure no conflict of interest.

9. CONDITIONS AND DISCLAIMERS:

- All contracts and planned levels of services are exclusively for the Planning and Service Area of DAAA 1A.
- The DAAA will accept no financial responsibility for costs related to the preparation of any proposal. Contracted levels of service are not to be adversely affected by proposal preparation.
- All proposals become the property of the DAAA upon submission. Proposals will be available
 for public inspection upon selection of a contractor by the DAAA Board of Directors unless an
 applicant demonstrates that the DAAA is obligated to maintain confidentiality. The vendor
 must designate and label all confidential material and submit a statement as to why it is
 confidential and is to be submitted no later than with submission.

APPLICABLE LAWS

A list of applicable laws relating to this contract is included in (Appendix P). The DAAA will monitor the vendor's compliance with these laws.

HIPAA REQUIREMENTS

Agencies that receive funding from the Detroit Area Agency on Aging are required to be in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Specific requirements are described in the Business Associate Agreement that is to be signed.

NON-COLLUSION

The contractor certifies by signing the contract that it has not, in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any agency and/or person, to fix the service rate paid by the DAAA, to fix any overhead, profit or cost element of said rate, to secure any advantage against the DAAA or any agency or persons interested in contracting for the services required herein. The contractor must sign the Non-Collusion Affidavit in Appendix M.

SUBCONTRACTING

The vendor shall not subcontract meal preparation and delivery services without the approval of DAAA. The DAAA currently allows for subcontracting of congregate meals. The successful applicant may be required to subcontract with vendors capable of providing culturally appropriate meals depending on the needs of the DAAA.

10. CONTRACT PERIOD

The contract will be executed for the period from October 1, 2026, through September 30, 2029. Unless the contract specifies a part-year period, the vendor must maintain the capacity to provide service during the entire contract period.