

COUNTY OF CAYUGA

**REQUEST FOR PROPOSAL
For
CAYUGA COUNTY**

Cayuga County Preparation of Meals for Office for the Aging Nutrition Program

RFP 2026-24



**CAYUGA COUNTY
AUBURN, NEW YORK**

**Issue Date:
October 4, 2026**

**Question Due Date:
October 19, 2026 @ 5:00 PM**

**Due Date:
October 27, 2026 @ 10:00 AM**

**Respond to:
Cayuga County
Purchasing Department
2 State Street, 3rd Floor
Auburn, NY 13021**

**Attention:
Amanda O'Grady
Director of Purchasing**

CAYUGA COUNTY

Request for Proposal

Sealed bids, plainly marked, can be mailed to:

Cayuga County
Purchasing Department
2 State St, 3rd Floor
Auburn, NY 13021
Attention:
Amanda O’Grady
Director of Purchasing

All bids must be submitted in physical printed paper form. Email submissions will not be accepted and will disqualify the bidder, even if a physical copy is also received.

Due on or before October 27, 2026 @ 10:00 AM, at which time bids will be opened for:

Preparation of Meals for Office for the Aging Nutrition Program

THE BID OPENING IS PUBLIC AND WILL TAKE PLACE AT:

CAYUGA COUNTY CHAMBER OF COMMERCE
2 STATE STREET
1ST FLOOR CONFERENCE ROOM
AUBURN, NY 13021

**You may obtain specifications and/or RSVP by calling 315-294-8086 or emailing
aogradv@cayugacounty.gov**

BID DOCUMENT CHECKLIST & SIGNATURE PAGE

Items required (X) Items submitted with bid.

↓ A. THE FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF THE BID.

- ☒ Cover Letter
- ☒ Narrative and Methodology
- ☒ List of experience and Capabilities
- ☒ Acknowledgment of receipt of addenda or revisions (if issued)
- ☒ Staff Qualifications
- ☒ Proposal Price Sheet
- ☒ References
- ☒ Certified financial statement
- ☒ Sample Menu
- ☒ Bid Document Checklist & Signature Page
- ☒ Vendor Responsibility Form
- ☒ Statement of Understanding Procurement Lobbyist restrictions
- ☒ Certificate of non-collusion (notarized)
- ☒ Iran Divestment Act Compliance (notarized)
- ☒ Insurance Agreement
- ☒ Cayuga County New Vendor Request Form
- ☒ Two (2) printed hard copies and one (1) electronic copy on a USB drive of Bid Proposal are Required

DO NOT EMAIL THE ELECTRONIC COPY OF YOUR BID PROPOSAL OR IT IS REJECTED

THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

MUST RETURN WITH BID

NUTRITION PROGRAM GENERAL INFORMATION AND PURPOSE

In accordance with the goals and purposes of the Title III-C Nutrition Program for the Elderly established under the Comprehensive Older Americans Act Amendments of 1987 and the New York State Supplemental Nutrition Assistance Program, 1985, the Cayuga County Office for the Aging administers and operates the Senior Nutrition Program to meet the needs of Older Americans within its service area. In addition to promoting better health among participants through improved nutrition, the program reduces isolation and depression among older adults.

This request is for meal preparation service, packaging for home meal delivery and bulk food delivery for home delivered meals and congregate meals. This request does not include delivery to individual homes but must include delivery to meal distribution/pick-up locations within the county. Meals proposals can be for hot meals or chill to cook meals for regular home delivered meals and congregate meals as well as a limited number of frozen meals.

Cayuga County Office for the Aging serves up to 5 congregate meal sites, with 3 currently operational. Hot meals are served 5 days a week, except holidays to between 55 and 75 individuals.

Home delivered meals are served hot 5 days a week on 17 routes throughout Cayuga County. Holiday meals and emergency meals that are delivered with a proceeding regular delivery may be part of the contract if mutually agreeable. Between approximately 420 and 450 individuals receive Home delivered meals annually.

The provider must make use of the current (meal vendor) rented office space or provide another available central location within the city of Auburn for the staging and pickup of meal containers by Office for Aging personnel and volunteers. Such a location must provide adequate parking for program personnel and volunteers. The location should have sufficient indoor space that is heated/cooled as appropriate for volunteers to congregate when picking up/returning meal containers. Meal pick-up will happen at a time mutually agreed upon by both parties, between the hours of 9:00 AM and 11:00 AM.

CONTRACT TERM

Cayuga County is currently contracted with Trio Community Meals, LLC through December 31, 2026.

The new contract term will be for 1-year with 3, 1-year renewals, if mutually agreed upon. The start date for the contract is January 1, 2027.

ACCOUNTABILITY

The provider shall comply with all applicable Federal, State, and County government laws and regulations pertaining to wages and hours of employment. Particular reference is made to Title 45 Code of Federal Regulations Part 74 Administration of Grants Subpart Procurements by Grantees and Sub grantees appendix H Paragraph 4 which is applicable to all providers and specifies particular provisions that must be included in the prospective contract. Particular attention is drawn to sub paragraph 4 (I) which requires that all provider contracts contain a provision allowing the County Office for the Aging, the State Office for the Aging, the Administration on Aging, or the Department of Health and their duly authorized representatives to have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts, and transcription. The vendors shall keep full and accurate sales and purchase records related to sales covered by the contract. All such records shall be kept on file for a minimum of six years after the end date of the program period.

The provider shall comply with all Federal, State, and County laws and regulations governing the preparing, handling, and transporting of food, shall procure and keep, in effect, all necessary licenses, permits, and food handler's cards as are required by law, and shall post such licenses, permits, and cards in a prominent place within the meal preparation area, as required.

SAFETY AND SANITATION

Provider must agree to conform in every part with Part 14-1 of the New York State preparation facilities on a regular basis and the County reserves the right to notify the local Health Department based on concerns generated by the recommendations of the Program Coordinator in his/her written reports.

Provider must demonstrate that food preparation facilities are adequate to allow for proper receiving, storage, handling, preparation, packaging, and shipping of a large volume of meals. This includes adequate dry and refrigerated storage, appropriate type and adequate amount of oven space, steam tables, steam kettle, commercial mixer, slicer, grinder, ample worktables, commercial type dish cleaning equipment, and other items as required. The provider shall maintain all food preparation and delivery facilities in clean and sanitary conditions. All kitchen storage and delivery facilities, including equipment, utensils, ventilating equipment (including filters), door cabinets, counters, and the like, shall be clean and sanitary.

The provider shall have on file written and documented formal sanitation procedures which meet or exceed the minimum requirements of State, Federal, County, or other agencies authorized to inspect or accredit the food of the project at the latter's discretion.

The provider will annually report the location of its current food preparation sites and submit a copy of the most recent inspection report by State and local Health Departments of the preparation sites to be utilized under the proposed contract.

The provider may be required to provide a written plan for personal safety of their employees and consumer/participants while providing AAA services. The provider of congregate and home meal services will be required to follow all AAA Standards for these services.

Daily temperature checks must be made to ensure that all foods packed are at temperatures which will allow them to be served at 140 degrees or hotter and 45 degrees or colder per the State Health Code. In addition, strict and proper sanitation practices must be followed in the use of food transportation equipment. Temperatures will be subject to checks by the Office for the Aging staff, and the provider's failure to comply with these requirements will result in returned food and withholding of payment.

PERSONNEL

Food Service Manager – The Provider shall maintain an experienced, competent Food Services Manager who has completed formal training/course work in Food Services Management, who has received a minimum of an Associate's Degree (or equivalent) in Food Service, who has received "Serve Safe" or equivalent certification in sanitation training, and whose main responsibility is the execution of the Food Services program for an adequate number of hours per week to fulfill the requirements as listed in this document for the satisfactory provision of meal service and all necessary responsibilities and communication needs between the Provider and the County Office for Aging. The Manager must be available daily to monitor all food service-related problems and concerns. The Manager shall be approved by the Cayuga County Office for the Aging.

The Provider must maintain an adequate amount of qualified personnel in order to meet all of the specifications and responsibilities of the submitted bid in an orderly, punctual and reliable manner. All

personnel will have “Serve Safe” or equivalent certification in sanitation training.

Provider personnel shall always present themselves in a clean and professional appearance.

The Provider and/or Cayuga County Office for the Aging shall engage a qualified Registered Dietitian(s) for a minimum of 8 hours per month for menu planning, analysis, and certification, monitoring of meal preparation sites, congregate sites, and meal delivery, development of nutrition information and education programs, providing nutrition counseling, technical assistance and training, and administrative activities.

MEAL SERVICE SCHEDULE AND COUNTS

The Provider will prepare and deliver meals Monday through Friday, except in such circumstances when the sites are required to close due to weather conditions as determined by the County, and with the exceptions of the following holidays as observed by the County: New Years Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day unless a plan is mutually agreed upon to provide meals in advance for the holidays.

The Senior Nutrition Program will email, telephone, or submit a list of the daily meal counts for each site to the Provider by 2:00 PM, 2 business days prior to the service date.

The provider must be willing to be flexible regarding numbers of meals to be provided from day to day up to 10:30 AM, including a reasonable number of extra meals available to pull from the congregate delivery truck each day for the sites within Auburn.

If it becomes necessary for the Office for the Aging to cancel meal service within a twenty-four-hour period due to severe weather or other conditions endangering personnel, volunteers, or recipients, the provider will be reimbursed for any foods or supplies, at cost, that are rendered unusable because of the cancellation of service. When the program resumes, the provider resumes the menu accordingly.

Our current model is bulk for the 5 sites, hot and unitized for all the 15 delivery routes starting from Auburn, NY but we are open to other feasible proposals that provides for congregate (served hot to plate) dining for the 3 Auburn meal sites and hot, unitized, daily meal delivery throughout the county.

Currently we estimate per year:

1,250 meals - Fair Haven site HDM

6,350 meals– Moravia site HDM

56,400 meals – Auburn 3 congregate sites bulk/unitized plus unitized HDMs delivered to central driver pick-up location in Auburn for 15 routes.

PROVIDER FOOD EQUIPMENT, PACKAGING, AND SUPPLIES

Adequate hot and cold bulk food delivery equipment shall be purchased, owned, sanitized, and supplied by the Provider. The Office for the Aging will purchase, own, and supply food delivery equipment for home delivery. Each party will ensure spills are promptly cleaned and the equipment is washed as needed and repaired/replaced when applicable. The provider will maintain an inventory of Cayuga County Office for Aging equipment and promptly report any equipment repairs needed.

Food Delivery:

The Provider shall have available automotive vehicle(s) and bulk food equipment and appropriate

insulated containers to maintain food temperatures of hot foods above 140 degrees F and cold foods below 45 degrees F and frozen foods below 0 degrees F for the transportation of meals and other food to the BOYLE SENIOR CENTER, SCHWARTZ TOWERS, AND STRYKER HOMES, located in Auburn, NY by 11:15 a.m. daily.

The Provider shall provide bulk food equipment and appropriate insulated containers and an automotive vehicle(s) with the necessary electrical equipment and capacity to plug in containers to maintain food temperatures of hot foods above 140 degrees F and cold foods below 45 degrees F and frozen foods below 0 degrees F for the transportation of meals and other food to outlying sites in FAIR HAVEN and MORAVIA a minimum of twice weekly according to a mutually agreed-upon delivery schedule to ensure meals are ready for delivery to home delivered meal program participants daily Monday through Friday.

Supplies:

The following items shall be provided by the Provider as needed and /or appropriate and are included in the price of the meal (hot, cold and /or chilled).

- **Three (3) compartment carry out trays** for use with all home delivered meals. “Oliver” or compatible dual oven able container, 8 ½” X 6 ½” X 6 ½ “ X 2” deep with plastic wrap lid, specially designed to fit in Nutrisystem Heated Carrier. These may be used by the 5 nutrition Site Mangers to package from bulk delivery to accommodate their local Home Delivered Meal participants.
- **Table Services**
 - Five (5) compartment school tray per person per meal. 8 oz. hot/cold drink cup per person per meal
 - 4 oz. Flat bottom juice cup or prepackaged juice per person per meal when indicated on menu as part of the meal
 - 6” paper/plastic plates per person per meal when such use is necessary as indicated on menu
 - ¼ fold luncheon napkin – per person per meal
 - Picnic size disposable salt and pepper shakers – as needed
 - 8 oz. glass sugar dispenser – 1 per table – bulk sugar as required
 - P. C. artificial coffee creamer packets – as required
- **Home Delivered Food Packaging**
 - Provider will package hot and cold meal components of home delivered meals (routes originating in Auburn) in three (3) compartment trays, “Oliver” or compatible dual oven able paper container, 8 ½” X 6-1/2 “ X 2” deep with cardboard lid, specially designed to fit in a Nutrisystem Heated Carrier.
 - ¼ fold luncheon napkin
 - 5# & 8# paper lunch bags
 - 4 oz. and 8 oz. bowls and lids
 - Any other necessary containers needed for home delivered meals of acceptable quality as verified by the Senior Nutrition Program.

MENU PLANNING

Menu writing will be completed by the Provider’s Registered Dietician in collaboration with the Provider Food Service Manager and the Office for Aging Nutrition Program Coordinator. Menu cycles must be planned for a minimum 6 weeks and provide 1/3 of the Daily Recommended Intake and the Dietary Guidelines for Americans, 2025-2030. **See Attachment A Regular Meal Pattern and Attachment B Meal Pattern Notes for further details.**

- All food must be clearly identified on the menu to enable accurate determination of nutrient content.
- All meals must provide a minimum of 33 1/3 percent of the dietary reference intakes (DRIs) if 1 meal is provided per day.
- All main meals are hot or designed to be eaten hot except during June, July and August when up to two main meals per week may be cold.
- Standardized recipes must be used for food production in order to produce meal items of consistent quality, cost, and nutrient value. Meals served must be palatable, attractive and easy to consume. Recipes must be provided upon request.
- A nutrient analysis or meal pattern documentation must be available for all meals provided. If nutrient analysis software is not used, documentation of compliance with the daily meal pattern must be available for all meals provided. See Appendix for Attachments A Regular Meal Pattern and Attachment B Meal Pattern Notes. When a menu analysis has not been completed and results in noncompliance, payment will be withheld from provider until compliance has been maintained. Nutritional Analysis and related documents must be provided upon request.
- A cycle menu can incorporate a number of different food items for a particular season when various fresh fruits and vegetables are more readily available or when certain menu items are more desirable. The menu pattern should contain 20 different entrees per cycle. Special holiday menus are to be incorporated in the 6-week cycle as well.
- Menus must be certified, signed, and dated by the Provider Dietician attesting that the meal meets 1/3 of the DRI.
- Menu substitutions must be provided in writing and approved by a Registered Dietician with a minimum of 24-hour notification prior to the service date. When the approved and certified menu is altered, it must be documented and initialed on the official copy. Substitutions must be of equal nutritive value. Menu changes must be logged and sent to the Nutrition Program Coordinator in a timely manner.
- Provider's approved menus will be forwarded to County's Senior Nutrition Program Registered Dietician for review and final approval by the 5th of each month. If needed, County Registered Dietitian will review for compliance and if necessary, will forward comments to Provider by the 10th of each month. If changes are required of the Provider, approved changes must be finalized by the 15th of each month. County will be responsible for typing and distribution of finalized and approved menus to the Program Participants and the Press.
- When necessary, menus must be made available in other languages.

Special Provisions

- Lactose free milk must be made available.
- It is preferred that mechanical ground or pureed foods will be available upon request.
- Foods should be cooked with no salt.
- The use of low-sodium foods and non-processed foods is strongly encouraged.
- Fruit juices must be 100% juice.

FOOD SERVICES PRACTICES

Facilities used for meal preparation and/or service delivery meet applicable federal and state requirements, state and local food safety and sanitation requirements, including building, fire, and safety regulations. The provider assumes all responsibility and liability for food safety while in their possession, including during transport to the drop off location.

All food used for the Nutrition Program must meet the standards of quality, sanitation, and safety that apply to food sold commercially.

- Food items on production sheets and on-site menus are clearly identified, and portion sizes are indicated as needed.
- Portion control is maintained during food preparation and service to be consistent with dietitian certified menu requirements.
- Time and temperatures of potentially hazardous food that must meet state and local food safety and sanitation requirements shall be taken and recorded as follows:
 - Final Cooking Temperatures
 - Bulk food temperatures must be taken prior to delivery, at delivery, and at serving time

The following temperature requirements must be maintained

- **Hot food** shall be packed at a temperature of at least 180 degrees F and be packed in temperature-retaining containers, serving temperature to be at least 140 degrees F.
- **Cold food** shall be kept at 45 degrees F or below during storage and serving.
- **Frozen foods** shall be kept at 0 degrees F or below during packing, transportation, and storage.
- Food must be maintained out of the “danger zone” of above 140 degrees for hot items and /or below 45 degrees for cold.

Food quality specifications

- Poultry, eggs, dairy products – U.S. Grade A
- Lamb, beef, veal – USDA Choice, Ground Beef – not more than 20% fat
- Pork and Ham – USDA, #1
- Avoid hot dogs and other processed meat items.
- Fish no more than 41% breading, un-breaded preferred.
- Vegetables – Frozen, canned – U.S. Grade A
- Fresh Produce – U. S. #1
- Fruit – U. S. Grade A, canned only, with the exception of bananas & seasonal fruits, i.e. watermelon, cantaloupe
- Milk – Homogenized Grade A Skim, Low-fat, or whole fortified with Vitamins A & D in individual containers
- Juice – 100% fruit juice

PROGRAM MONITORING

The Cayuga County Office for the Aging has the right and authority to expect:

1. To develop and supply to the Food Service Provider specifications for the food which the Provider is to use in the meals and other food prepared for the project, prior to the beginning of operations under this Agreement.
2. To inspect such food to determine compliance with the specifications for the food which the Provider is to use in the meals and other food prepared for the program. Food items on production sheets and on-site menus must be clearly identified, and portion sizes must be indicated. Portion control must be maintained during food preparation and service to be consistent with the Dietician’s certified menu requirements.
3. To have access to the Provider’s purchase records, bearing upon the food purchased for the project, for review and audit, as necessary. Food costs must be accurately determined and calculated on a

quarterly basis.

4. To approve the menus and standardized recipes for meals and other food to be delivered so as to ensure compliance with the Department of Health; to inspect the meals delivered to determine compliance with the State Office for the Aging requirements; and to withhold payment for meals not meeting prescribed requirements.
5. To inspect, at any time, the Provider's storage and record keeping practices so as to ensure the safekeeping of all food, including the food denoted for the use of the project as USDA commodity food.
6. To be provided with required documentation upon request including but limited to Dietician and Food Service Personnel license, training, and/or certification documents, menu analysis, and records of menu changes made.

SITE INFORMATION

The provider must make use of the current (meal vendor's) rented office space or provide another available central location within the city of Auburn for the staging and pickup of meal containers by Office for Aging personnel and volunteers. Such a location must provide adequate parking for program personnel and volunteers. The location should have sufficient indoor space that is heated/cooled as appropriate for volunteers to congregate when picking up/returning meal containers. Meal pick-up will happen at a time mutually agreed upon by both parties, between the hours of 9:00 AM and 11:00 AM.

The provider shall have available automotive vehicle(s) and insulated containers for hot and cold food for the transportation of meals and other food to the Auburn designated sites below by 11:15 AM daily. Bids will be considered covering all site locations or specific zones as identified within the submitted bid proposal.

Auburn, NY Site Locations: Boyle Senior Center, Schwartz Towers, and Stryker Homes

Meals will be delivered to outlying sites in Fair Haven and Moravia a minimum of twice weekly by 8:15 AM according to the delivery schedule below (or other mutually agreeable schedule between Provider and the County)

To Moravia:

Tuesdays for Tuesday and Wednesday, Thursday, Friday

Friday for Monday and Tuesday

To Fair Haven:

Mondays for Wednesday and Thursday

Thursday for Friday, Monday and Tuesday

Cayuga County Office for Aging currently rent site locations in Moravia and in Fair Haven for food drop off.

MISCELLANEOUS

The Provider shall not disseminate, reproduce, or publish any report, information, data, or other documents produced in whole or part pursuant to the terms of this Agreement without prior written consent of the Cayuga County Office for the Aging nor shall any such report, information, data, or other document be the subject of an application for copyright by or on behalf of the Provider without the prior written consent of the project.

The provider shall not assign or subcontract any interest in this Agreement without the prior written consent of the Cayuga County Office of the Aging. None of the services to be provided by the provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership, group, or individuals without prior written consent of the Cayuga County Office for the

Aging.

The provider shall not knowingly employ, compensate, or arrange to compensate any employee of the Cayuga County Office for the Aging.

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mailbox in a postage prepaid envelope addressed to the other.

The provider shall procure and keep current any license, certification, permit, or accreditation required by local, State, or Federal statute or regulations and shall, upon the request of the Cayuga County Office for the Aging, submit to the Cayuga County Office for the Aging proof of any such license, certificate, permit, or accreditation.

The provider shall allow the County a credit equal to the value of the USDA commodities for those commodities that are furnished to the providers for the use in the program.

The provider shall meet monthly, as appropriate, with the Nutrition Program Coordinator, members of the Food Service Committee, Advisory Committee, and other interested persons to adjust in meal service so that they meet with ethnic and regional preferences, seasoning, and preparation preference, and quality and variety preferences, when such adjustments will benefit the participants and improve the quality of the Nutrition Program.

The vendor agrees to retain all books, records, and other documents relevant to this agreement for six (6) years after final payment. Federal and State auditors and any persons duly authorized by the Office for Aging shall have full access and the right to examine any of said materials during said reporting period.

SELECTION CRITERIA

During the evaluation period, providers who submit proposals in response to this RFP may be requested to present supplemental information based on the County's and its review committee's evaluation procedures. This supplemental information will be included as a formal part of the provider(s)'s proposal. The following criteria will be used in evaluating provider responses:

Criteria	Possible Points
Proven ability for similar types of food service programs or satisfactory, thorough plan to provide preparation and meal packaging	20
Compliance with all RFP requirements	10
Responsiveness, thoroughness, clarity, and overall quality of the proposal	10
Operational start up, including location of kitchen, as it pertains to maintaining temperatures for hot meal (or cook-chill) delivery and guidelines set for delivery time frames	10
The price per meal quoted in the proposal	15
The price per delivery, if applicable, to meal distribution/pick-up location site(s) is clearly specified and quoted in the proposal	10
Relevant qualifications and experience of personnel	10
Customer satisfaction based on references provided	5
Safe and accessible distribution site/pick-up location(s) for OFA	10
Total Possible Points	100

REGULAR MEAL PATTERN**Food Based Menu Approval Form**

Food Group		REGULAR Meal Pattern		
	Serving Size Examples	Total values if providing 1 Meal per Day 1/3 rd DRIs <i>Enter food names & portion sizes</i>	Total combined values of 2 meals if providing 2 Meals per Day 2/3 rd DRIs <i>Enter food names & portion sizes</i>	Total combined values of 3 meals if providing 3 Meals per Day 100% DRIs <i>Enter food names & portion sizes</i>
Protein Foods	(1 ounce equivalent): 1-ounce cooked meats, poultry, or seafood; 1 egg; ½ cup beans, peas or lentils; 1-ounce nuts or seeds; 2 tbsp nut or seed butter; 3-ounce tofu	3 – 4 ounces	6 – 8 ounces	9 – 12 ounces
Dairy	(1 cup equivalent): 1 cup milk, ¾ cup yogurt; 1 ounce cheese	1 cup	2 cups	3 cups
Vegetables	(1 cup equivalent): 1 cup raw or cooked vegetable; 1 cup vegetable juice; 2 cups leafy greens.	1 cup	2 cups	3 cups
Fruits	(1 cup equivalent): 1 cup raw or cooked fruit; 1 cup fruit juice; ½ cup dried fruit	1 cup	2 cups	2 cups
Whole Grains	(1 ounce equivalent): ½ cup cooked oats, brown rice, barley, quinoa, or buckwheat; ½ cup pasta; 1 medium (1 ounce) slice bread; 1 tortilla	2 ounces	3 ounces	4 ounces
Healthy Fats	1 tsp olive oil or butter	2 teaspoons	3 - 4 teaspoons	4 ½ teaspoons
Sodium <i>Use of low-sodium foods and non- processed foods encouraged</i>		Maximum 800 mg per 1 meal using label information	Maximum 1600 mg per 2 meals combined using label information	Maximum 2300 mg per 3 meals combined using label information
Calories		Minimum 650 calories per 1 meal	Minimum 1300 calories per 2 meals combined	Minimum 2000 calories per 3 meals combined

Menu Cycle: _____

Menu Day*: _____

*One form is needed for
each day of the menu cycle.

I certify that, to the best of my knowledge, each meal meets 1/3rd DRIs and the most recent version of the Dietary Guidelines for Americans.

Dietitian Signature: _____ Date: _____

Nutrition Program: _____

See Attachment B Meal Pattern
Notes for additional information.

Attachment B**MEAL PATTERN NOTES**

The Meal Pattern is based on 2,000 Kcal/day. The amount per meal estimates provision of 1/3 of the DRIs. Use of the meal pattern does not necessarily ensure that meals meet 33 1/3% of the DRIs and the Dietary Guidelines for Americans. A variety of foods should be selected from each group. Foods are assumed to be nutrient dense, with no or limited added sugars, refined carbohydrates, or chemical additives. Individual food choices within each food group vary in calorie and nutrient content per serving, so attention to portion sizes is important. See Dietary Guidelines for Americans, 2025-2030: www.dietaryguidelines.gov for additional information.

Foods in each group and subgroup are:**Protein Foods**

Meats, Poultry, Eggs: Meats include beef, goat, lamb, pork, and game meat (e.g., bear, bison, deer, elk, moose, opossum, rabbit, raccoon, squirrel). Poultry includes chicken, Cornish hens, dove, duck, game birds (e.g., ostrich, pheasant, and quail), goose, and turkey. Organ meats include brain, chitterlings, giblets, gizzard, heart, kidney, liver, stomach, sweetbreads, tongue, and tripe. Eggs include chicken eggs and other birds' eggs.

Seafood: Seafood examples that are lower in methylmercury include: anchovy, black sea bass, catfish, clams, cod, crab, crawfish, flounder, haddock, hake, herring, lobster, mackerel, mullet, oyster, perch, pollock, salmon, sardine, scallop, shrimp, sole, squid, tilapia, freshwater trout, light tuna, and whiting.

Nuts, Seeds, Soy Products: Nuts and seeds include all nuts (tree nuts and peanuts), nut butters, seeds (e.g., chia, flax, pumpkin, sesame, and sunflower), and seed butters (e.g., sesame or tahini and sunflower). Soy includes tofu, tempeh, and products made from soy flour, soy protein isolate, and soy concentrate. Nuts should be unsalted.

Beans, Peas, Lentils: Can be considered part of the protein foods group as well as the vegetable group, but should be counted in one group only.

Dairy

All fluid, dry, or evaporated milk, including lactose-free and lactose-reduced products and fortified soy beverages (soy milk), buttermilk, yogurt, kefir, frozen yogurt, dairy desserts, and cheeses (e.g., brie, camembert, cheddar, cottage cheese, colby, edam, feta, fontina, goat, gouda, gruyere, limburger, Mexican cheeses [queso anejo, queso asadero, queso chihuahua], monterey, mozzarella, muenster, parmesan, provolone, ricotta, and Swiss). Cream, sour cream, and cream cheese are not included due to their low calcium content.

Vegetables

Dark-Green Vegetables: All fresh, frozen, and canned dark-green leafy vegetables and broccoli, cooked or raw: for example, amaranth leaves, basil, beet greens, bitter melon leaves, bok choy, broccoli, chamnamul, chrysanthemum leaves, chard, cilantro, collards, cress, dandelion greens, kale, lambsquarters, mustard greens, poke greens, romaine lettuce, spinach, nettles, taro leaves, turnip greens, and watercress.

Red and Orange Vegetables: All fresh, frozen, and canned red and orange vegetables or juice, cooked or raw: for example, calabaza, carrots, red chili peppers, red or orange bell peppers, pimento/pimiento, sweet potatoes, tomatoes, 100% tomato juice, and winter squash such as acorn, butternut, kabocha, and pumpkin.

Beans, Peas, Lentils: All cooked from dry or canned beans, peas, chickpeas, and lentils: for example, black beans, black-eyed peas, bayo beans, brown beans, chickpeas (garbanzo beans), cowpeas, edamame, fava beans, kidney beans, lentils, lima beans, mung beans, navy beans, pigeon peas, pink beans, pinto beans, split peas, soybeans, and white beans. Does not include green beans or green peas.

Starchy Vegetables: All fresh, frozen, and canned starchy vegetables: for example, breadfruit, burdock root, cassava, corn, jicama, lotus root, lima beans, immature or raw (not dried) peas (e.g., cowpeas, black-eyed peas, green peas, pigeon peas), plantains, white potatoes, salsify, tapioca, taro root (dasheen or yautia), water chestnuts, yam, and yucca.

Attachment B

Other Vegetables: All other fresh, frozen, and canned vegetables, cooked or raw: for example, artichoke, asparagus, avocado, bamboo shoots, bean sprouts, beets, bitter melon (bitter melon, balsam pear), broccoflower, Brussels sprouts, cabbage (green, red, napa, savoy), cactus pads (nopales), cauliflower, celeriac, celery, chayote (mirliton), chives, cucumber, eggplant, fennel bulb, garlic, ginger root, green beans, iceberg lettuce, kohlrabi, leeks, luffa (Chinese okra), mushrooms, okra, onions, peppers (chili and bell types that are not red or orange in color), radicchio, sprouted beans (e.g. sprouted mung beans), radish, rutabaga, seaweed, snow peas, summer squash, tomatillos, turnips, and winter melons.

Fruits

All fresh, frozen, canned, and dried fruits and 100% fruit juices: for example, apples, apricots, Asian pears, bananas, berries (e.g., blackberries, blueberries, cranberries, currants, dewberries, huckleberries, kiwifruit, loganberries, mulberries, raspberries, and strawberries); citrus fruit (e.g., calamondin, grapefruit, kumquats, lemons, limes, mandarin oranges, pomelos, tangerines, and tangelos); cherries, dates, figs, grapes, guava, jackfruit, lychee, mangoes, melons (e.g., cantaloupe, casaba, honeydew, and watermelon); nectarines, papaya, passion fruit, peaches, pears, persimmons, pineapple, plums, pomegranates, prunes, raisins, rhubarb, sapote, soursop, starfruit, and tamarind.

Grains

Whole Grains: amaranth, barley (not pearled), brown rice, buckwheat, bulgur, millet, oats, whole-grain pasta, popcorn, quinoa, dark rye, triticale, whole-grain cornmeal, whole-wheat bread, whole-wheat chapati, whole-grain cereals and crackers, and wild rice.

Reference: U.S. Department of Agriculture and U.S. Department of Health and Human Services. Dietary Guidelines for Americans, 2025-2030. 10th Edition. January 2026. Available at [DietaryGuidelines.gov](https://www.dietaryguidelines.gov).

DETAILED PRICE SHEET FOR MEAL PREPARATION AND DELIVERY SERVICES

For the Cayuga County Office for the Aging Senior Nutrition Program 2027

Section I. MEAL PREPARATION AND DISTRIBUTION SITES

1. Location of Kitchen: _____ **Zip:** _____

2. Proposed Location(s) of Primary Distribution/Pick-up Site for Home Delivered Meals:

_____ **Zip:** _____

3. If delivery to Distribution/Pick-up Site is not applicable, please check here ☐ and explain why:

Section II. PRICING

Congregate Meal – Cook-chill Bulk \$ _____ per meal

Packed for Home Delivery Meal – Hot or Cook-chill \$ _____ per meal

Packed for Home Delivery Meal – Frozen \$ _____ per meal

Delivery Cost to Distribution/Pick-up site:

Must be inclusive of any fuel charges, milage, payroll, etc. related to the expense.

Auburn Primary site (primary location determined by Vendor) and Congregate Sites

Four total Auburn sites (1 Primary, 3 Congregate)(daily) \$ _____ per day

Moravia site – (2 times per week minimum) \$ _____ per day

Fairhaven site – (2 times per week minimum) \$ _____ per day

If you do not want to bid on all sites or meals, please list NA within the space.

Providers are allowed to propose additional pricing options and delivery ideas outside of this detailed price sheet but all providers submitting a bid are required to submit this sheet.

MUST RETURN WITH BID

SAMPLE AGREEMENT (Subject to negotiation)**General Services**

This agreement (hereinafter the "Agreement"), made by and between the **COUNTY OF CAYUGA**, a municipal corporation of the State of New York, having its principal place of business at 2 State Street, 3rd Floor, Auburn, NY 13021 (hereinafter, the "County") acting by and through [County Department], and

[Contractor name]

having its principal place of business at:

[Contractor's Address] (herein, "Contractor").

In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, Contractor agrees to perform the following Services in accordance with the terms and conditions set forth herein, including the following appendices which, taken together, constitute the full and complete understanding of the parties:

Term of this Agreement: _____, 2026 through _____, 20____

☒ Appendix A – Scope of Services

☒ Appendix B-1 – Standard Terms and Conditions, General Services

☒ Appendix C-1 – Insurance Agreement – General Services

☒ Appendix D – Required Notices to All Vendors, Contractors and Consultants

This Agreement is being executed pursuant to the authority of Resolution No. _____ adopted by the Cayuga County Legislature at a duly held meeting on _____.

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The parties agree to accept electronic signatures in ".pdf" or similar format in the same manner and having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by setting their hands and seal this ____ day of _____, 2026.

COUNTY OF CAYUGA

By: _____
Jonathan Anna, Chair
Cayuga County Legislature

CONTRACTOR:

By: _____

COUNTY DEPARTMENT

By: _____

Approved:

County Attorney's Office

APPENDIX A**SCOPE OF SERVICES / CONSIDERATION:**

1. Contractor agrees to perform the following Services in a timely manner and in accordance with the terms and conditions of this Agreement:

2. For satisfactory performance of the Services, County agrees to compensate the Contractor as follows:

Said compensation constitutes the total compensation (subject to authorized adjustment) payable to Contractor for performing the Services. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the said compensation. Such compensation shall be deemed a "**not-to-exceed cost**" to the County. Costs in excess of such not-to-exceed costs, if any, may not be incurred without prior written authorization of the County, evidenced by a written Addendum to this Agreement signed by the County official who has executed this Agreement.

It is specifically agreed to by Contractor that the County shall have no responsibility for any additional costs, or costs in excess of the above-noted not-to-exceed cost, unless the County Legislature has authorized such excess or additional cost or expense in writing prior to the performance of the Services giving rise to such excess or additional costs.

Contractor assumes all risks for the timely delivery of the Services described herein in accordance with the terms and conditions of this Agreement. An extension of time to perform the Services may only be granted by a written Addendum to this Agreement signed by the County official who has executed this Agreement. In no event shall the County be liable to Contractor, or its subcontractors, agents, or assignees, or any other person or entity for damages arising out of or resulting from any delays encountered by the Contractor in the delivery of Services or any extensions of time granted pursuant to this paragraph.

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APPENDIX B**STANDARD TERMS AND CONDITIONS**

The parties to the attached contract (including any amendments thereto) (hereinafter, “the Agreement” or “this Agreement”) agree to be bound by the following terms and conditions which are hereby incorporated into and made a part of the Agreement. The word “Contractor” herein refers to the signatory on the face page of this Agreement. The word “County” refers to the County of Cayuga.

1. **PERFORMANCE/SCOPE OF WORK.** The services to be performed are described in Appendix A, Scope of Services, to which these Terms and Conditions are attached. County shall not compensate Contractor for any services not within the Scope of Services as specifically identified in Appendix A without prior authorization, evidenced either by a written Change Order or Addendum to this Agreement, authorized by the County Legislature, and executed by the County officer or employee who executed this Agreement. The Contractor shall procure and pay for all permits and licenses necessary for the Services to be rendered hereunder. Contractor shall be solely responsible for procuring, paying for and maintaining any equipment or supplies necessary or appropriate for the performance by Contractor of the work or services contemplated by this Agreement.
2. **CONTRACTOR REPRESENTATIONS.** Contractor represents and warrants that:
 - a. It is fully licensed (to the extent required by law), experienced and properly qualified to perform the Services as provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such Services;
 - b. It is fully familiar with all federal, state, and local laws, rules, ordinances and regulations which may in any way affect the Services to be performed hereunder;
 - c. No person or selling agent has been employed or retained by Contractor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation;
 - d. No payment, gift or thing of value has been made, given or promised to any County elected official, officer or employee to obtain this or any other agreement between the parties;
 - e. No elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is, directly or indirectly interested, shall have any financial interest, direct or indirect, in this Agreement or in the proceeds thereof.

Contractor makes the foregoing representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability. For a breach of subparagraphs “c”, “d” and “e”, in addition to any other remedy available, the County shall be entitled to recover all monies paid hereunder and Contractor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. These remedies, if effected, shall not constitute the sole remedies afforded the County for such falsity or breach, nor shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

3. **COMPLIANCE WITH LAWS.** Contractor shall comply with all laws, rules and regulations of any governmental authority having jurisdiction over the Contractor, County, or the manner or method of production, procurement, delivery, or retrieval of products or services for which this Agreement

contemplates. In no event shall the failure of the Contractor to comply with this paragraph constitute a waiver of this paragraph by the County.

4. **TERMINATION/SUSPENSION.** The County may terminate this Agreement and/or suspend performance of the services with or without good cause upon giving 30 days written notice to the Contractor. The County may terminate this Agreement immediately upon written notice that (1) the Contractor has breached the terms and conditions of this Agreement or (2) the Contractor has become bankrupt or insolvent. Upon termination of this Agreement, Contractor agrees to comply with any County closeout procedures, including (a) refunding any unexpended funds received by Contractor under this Agreement within thirty (30) days of receipt of notice, and (2) providing a complete inventory of any materials or equipment purchased on behalf of the County and following any directives from the County as to the disposition of such property. In the event the County terminates this Agreement or suspends performance of the services, the County shall pay Contractor any amounts due for services completed to the satisfaction of the County up to the date of the notice, plus any services requested by the County as necessary for transition or termination. In the event that the County's financial obligation pursuant to this Agreement is funded in whole or in part by grant, continuation of this Agreement is contingent upon the continuation thereof. Should grant monies cease, the contract shall terminate and the County shall provide written notice to the Contractor of such termination.
5. **INDEPENDENT CONTRACTOR.** Contractor acknowledges that it is an independent Contractor. Neither Contractor, nor its officers, agents or employees, are or shall hold themselves out to be agents or employees of the County. Contractor shall indemnify and hold the County harmless if any contrary claim is made. Contractor has sole authority and responsibility over the means and methods of performing the Services hereunder and to employ, discharge or otherwise control its employees.
6. **WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. **REPRESENTATIONS OF PARTIES.** The County and Contractor each represent and warrant that this Agreement has been duly authorized, executed and delivered. Each party further represents that they are capable of carrying out the terms of this Agreement.
8. **TAXES.** The County is exempt from sales, use and similar taxes, pursuant to the provisions of Article 28 of the N.Y. Tax Law.
9. **FORCE MAJEURE.** Notwithstanding any provisions in this Agreement to the contrary, any delay or failure of performance by either party shall not constitute a default under this Agreement, nor give rise to any claim against the non-performing party for damages, to the extent such delay or failure is caused by occurrences beyond the control of the non-performing party.
10. **NOTICE AND SERVICE OF PROCESS.** Notice to the parties shall be given at the addresses shown at the opening paragraphs of this Agreement and shall be deemed complete upon depositing the same in a postage paid envelope addressed to such addresses to the U.S. Postal Service. In addition to the methods of service allowed by the NYS Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the County's receipt of the return receipt thereof by the U.S. Postal Service as refused or undeliverable. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. An additional copy of any notice

to the County shall be sent to the Office of the County Attorney, 2 State Street, Third Floor, Auburn, NY 13021.

11. **NO ASSIGNMENT/SUBCONTRACT.** Contractor shall not assign or subcontract any of its rights, interests or obligations under this Agreement without the express written consent of the County. Any attempted assignment or subcontract in violation of this Paragraph shall be void. Any services performed by an assignee or subcontractor without obtaining the prior written consent of the County shall not be compensated. Any assignment or subcontract properly consented to shall be subject to all of the terms and conditions of this Agreement.
12. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement supersedes all prior written and oral agreements that may have been entered into between the County and Contractor regarding the subject matter hereof. This Agreement constitutes the complete understanding of the parties. No modification of any provisions herein shall be valid unless in writing and signed by both parties.
13. **CONFLICTING TERMS.** In the event of a conflict between the terms of this Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B-1, the terms of this Appendix B-1 shall control.
14. **WAIVER.** No Waiver of any breach of any condition in this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
15. **SURVIVAL OF PROVISIONS.** Where the intent and sense of the provisions so require, contract provisions shall survive the termination of this Agreement by either party hereto.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
17. **PROHIBITED DISCRIMINATION/SEXUAL HARASSMENT.** In the hiring of employees for the performance of services under this Agreement, no Contractor, permitted subcontractor or other person engaged in the performance of any services contemplated by this Agreement shall discriminate or engage in any form of harassment against their own employees or the officers, agents or employees of the County by reason of age, gender, pregnancy, race, color, national origin, citizenship, ancestry, religion, creed, physical or mental disability, familial status, marital status, military or veteran status, domestic violence victim status, genetic predisposition or carrier status, sexual orientation, self-identified or perceived gender, gender identity, gender expression, transgender status or any other status protected by federal, state or local laws. Notice of the County's non-discrimination/harassment policy is more fully described in Appendix D annexed hereto.
18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
19. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the request of either party, this contract shall be amended forthwith to make such insertion.
20. **INDEMNIFICATION.** Contractor shall fully and promptly defend, indemnify, and hold the County of Cayuga, its elected officials, officers, agents, and employees harmless from and against any and all

claims, liability, judgments, damages, costs, and expenses (including without limitation, reasonable legal fees, expenses, and court costs) which may arise from the acts, failures, omissions, or negligence of Contractor, its officers, agents, employees, and/or suppliers of any subcontractor or sub-subcontractor, their officers, agents, employees, and/or suppliers of contractor to the fullest extent permitted by law, excepting claims arising from the negligence of the County of Cayuga, its elected officials, officers, agents, and employees. Contractor agrees that the terms of this agreement shall serve to preserve the County of Cayuga's right to contribution and/or indemnification from the Contractor, its employees, subcontractors, or suppliers under the New York State Worker's Compensation Law. Contractor shall require in any agreement with its subcontractors and/or sub-subcontractors that said subcontractors and sub-subcontractors will fully and promptly defend, indemnify, and hold the County of Cayuga, its officers, agents, and employees harmless upon the same terms and conditions as outlined above. Contractor agrees to fully reimburse and indemnify the County of Cayuga for all costs, disbursements, and expenses, including attorneys' fees incurred by the County of Cayuga in any action or proceeding for the enforcement of any provision of this agreement.

- 21. BOOKS AND RECORDS.** Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of Services under this Agreement and agrees to retain the same for a period of six (6) years from the date of the last payment or termination hereof.
- 22. AUDIT BY THE COUNTY OR OTHERS.** All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the County, the State of New York, the federal government and/or others duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.
- 23. FAIR PRACTICES/NON-COLLUSION.** Contractor and each person signing on behalf of the Contractor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:
- The prices in this Agreement have been arrived at independently by Contractor without collusion, consultation, communication, or agreement with any other bidder or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
 - Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Contractor have not been knowingly disclosed by Contractor prior to the communication of such quote to the County or the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
 - No attempt has been made or will be made by Contractor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.
- The fact that Contractor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.
- 24. GENERAL RELEASE.** The acceptance by Contractor of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, or administrative means shall

constitute and operate as a general release to the County from any and all claims of Contractor arising out of the performance of this Agreement.

- 25. NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES.** No claim whatsoever shall be made by Contractor against any officer, agent or employee of the County for or on account of, anything done or omitted in connection with this Agreement.
- 26. SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Contractor under this Agreement on account of any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.
- 27. PROTECTION OF COUNTY PROPERTY.** Contractor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, against or others engaged by Contractor as an expert Contractor specialist or subcontractor hereunder.
In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.
- 28. VENUE.** Any and all disputes arising under this Agreement shall only be heard in the Supreme Court of the State of New York with venue in Cayuga County, or if appropriate, in the Federal District Court with venue in the Northern District of New York and in either case, without regard to con.
- 29. EXECUTORY CLAUSE.** This Contract shall be deemed executory only to the extent of funds appropriated by the Cayuga County Legislature and made available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Cayuga County beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the County to request, appropriate or make additional funds available for the purposes of this Agreement.
- 30. SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or illegal by reason of any existing or subsequently enacted legislation or any decision of a court of competent jurisdiction, it is agreed that such finding shall not affect the remainder of the Agreement and the remaining paragraphs or parts shall remain in full force and effect.
- 31. BINDING ON SUCCESSORS.** This Agreement is intended and shall be binding upon the parties and their respective successors and permitted assigns (if any).

APPENDIX C**INSURANCE AGREEMENT – General Services**

- I.** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the **CONTRACTOR** hereby agrees to effectuate the naming of **CAYUGA COUNTY** as an unrestricted additional insured on the **CONTRACTOR'S insurance** policies, with the exception of workers' compensation. If the **CONTRACTOR** is self-insured, evidence of its status as a self-insured entity shall be provided to **CAYUGA COUNTY**. If requested, the **CONTRACTOR** must describe its financial condition and the self-insured funding mechanism.
- II.** The policy naming **CAYUGA COUNTY** as an additional insured shall:
- Be from an A.M. Best rated "B++" or better New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the organization's coverage shall be primary coverage for **CAYUGA COUNTY**, its Board, employees and volunteers.
 - **CAYUGA COUNTY** shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - **CONTRACTOR** agrees to provide a copy of the declaration page of the liability policies with a list of endorsements and forms evidencing compliance with the requirements of this Agreement. The declaration page shall show **CAYUGA COUNTY** as additional insured as follows:

**Cayuga County
c/o County Attorney's Office
2 State St., 3rd Floor
Auburn, NY 13021**

- III.** The **CONTRACTOR** agrees to indemnify **CAYUGA COUNTY** for any applicable deductibles.

IV. Required Insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General aggregate to apply on a per project basis.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- V.** **CONTRACTOR** acknowledges that failure to obtain such insurance on behalf of **CAYUGA COUNTY** constitutes a material breach of contract. The **CONTRACTOR** is to provide **CAYUGA COUNTY** with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of **CAYUGA COUNTY** to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by **CAYUGA COUNTY**.

- VI.** **CAYUGA COUNTY** is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). **CONTRACTOR** further acknowledges that the procurement of such insurance as required herein is intended to benefit not only **CAYUGA COUNTY** but also NYMIR, as **CAYUGA COUNTY'S** insurer.

VII. CONTRACTOR further agrees to provide a copy of their insurance policy endorsement providing coverage for either:

- **Blanket coverage for additional insureds; or**
- **Coverage specific for CAYUGA COUNTY; or**
- **A statement on the Certificate of Insurance that the appropriate endorsement has been requested adding CAYUGA COUNTY as an additional insured. Upon such time as the endorsement is received by the CONTRACTOR, said CONTRACTOR will forward a copy of said endorsement to CAYUGA COUNTY without delay.**

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APPENDIX D

REQUIRED NOTICES TO ALL VENDORS, CONTRACTORS AND CONSULTANTS

I. Cayuga County Corporate Compliance Policy

As required by law, Cayuga County (the “County”) is advising you of its Corporate Compliance Policy. All Cayuga County contracts require all vendors, contractors and consultants to comply with all local, state and federal laws, rules and regulations. This notice is intended to draw your attention to recent changes in federal and state law as well as the implementation of Cayuga County’s Corporate Compliance Plan, which may have an impact on you. Congress recently passed the Deficit Reduction Act Section 6032, which requires certain entities to educate their employees, contractors, and agents about the details of the federal and state false claims statutes and whistleblower protections. Additionally, in 2006, the NYS Legislature enacted Section 363-d of the Social Security Law, requiring all entities participating in Medicaid to establish a program to address the prevention of Medicaid fraud, abuse, and waste.

A. Cayuga County’s Corporate Compliance Program

BE ADVISED that the County has established a Corporate Compliance Plan to assure that each of its departments who directly provide medical services and receive federal and state payments for such services, including the Mental Hygiene Department, the Public Health Department, and the Cayuga County General Hospital and Residential Health Care Facility, comply with all relevant state and federal laws, rules and regulations. It is the policy of Cayuga County to obey all federal and state laws, to implement and enforce procedures to detect and prevent fraud, waste, and abuse with respect to payments to Cayuga County from federal or state healthcare programs, and to provide protections for those who report actual or suspected wrongdoing. All employees within each of the affected departments, including management are educated in accordance with the law regarding the federal and state false claims statutes and their role in preventing and detecting fraud, waste, and abuse in federal health care programs.

A complete copy of the Cayuga County Corporate Compliance Plan is available on the County’s website: <http://www.cayugacounty.us/1421/Corporate-Compliance-Program>

B. False Claims

BE FURTHER ADVISED that the Federal False Claims Act (31 U.S.C. §§ 3729 – 3733), the Administrative Remedies For False Claims (31 USC Chapter 38 §§ 3801-3812), the New York State False Claims Act (State Finance Law §§187-194), and other New York State statutes concerning false statements or claims make it unlawful for any person, corporation, partnership or other entity to knowingly submit a false claim for payment to a government agency. Persons found responsible for submitting a false claim may be fined and may be liable for up to three times the amount of damages. Additionally, criminal penalties may apply in certain cases.

Employees who report false claims activity are entitled to protection from retaliation in any form.

C. Exclusion Policy

BE FURTHER ADVISED that individuals who have been convicted of a criminal offense related to health care or who are listed by a Federal agency as debarred, excluded or otherwise ineligible for participation in any federally funded health care program will not be employed or have another relationship (including contractual) with the County. In addition, individuals who are excluded from participation in the New York State Medicaid program will not be employed or have another relationship (including contractual) with the County.

It is the County’s policy to inquire into the background of all job applicants, independent contractors, and consultants with respect to matters relating to any current or prior disciplinary action, investigation, audit or review relating to the provision of health care goods or services, or any claim for reimbursement. The County will query state and federal data bases with respect to potential employees, independent

contractors, and consultants and shall review the same at least quarterly for all existing employees, independent contractors and consultants.

BE FURTHER ADVISED, it is also the County's policy to assure that all professional services rendered by or on behalf of Cayuga County shall be performed only by persons who have the necessary and appropriate licensing and credentials for such services. Accordingly, all employees, contractors and consultants are expected to maintain all necessary requirements for licensing in their respective professional disciplines to enable them to perform the requested services. Appropriate and thorough licensing checks and credentialing will take place upon initial hire and on an ongoing basis.

D. Duty to Report Known Violations

Cayuga County takes issues regarding false claims and fraud and abuse seriously. We are committed to providing an environment of honesty, integrity, and trust. Employees, management, and contractors or agents of Cayuga County are made aware of the laws regarding fraud and abuse and false claims and are encouraged to identify and report concerns.

Any individual with a concern is encouraged to discuss the situation with:

Cayuga County Attorney
2 State Street, 3rd Floor
Auburn, NY 13021
(315) 253-1274

Failure to report known violations, failure to detect violations due to negligence or reckless conduct is a punishable offense. All employees, managers, and contractors are encouraged to report Fraud, Abuse, and False Claims to the Cayuga County Attorney's Office. In addition, the Office of Medicaid Inspector General (OMIG) has a website with a toll-free hotline that makes it easy for whistleblowers to file a complaint.

II. Cayuga County Policy Prohibiting Unlawful Discrimination and Harassment

Cayuga County has established policies that prohibit unlawful discrimination or harassment based on age, gender, pregnancy, race, color, national origin, citizenship, ancestry, religion, creed, age, physical or mental disability, familial status, marital status, military or veteran status, domestic violence victim status, genetic predisposition or carrier status, sexual orientation, self-identified or perceived gender, gender identity, gender expression, transgender status or any other basis protected by federal, state or local laws. Together, these personal characteristics are referred to as "Protected Characteristics."

Cayuga County is committed to the principle that discrimination or harassment in the workplace infringes on an employee's right to a safe work environment and is a form of serious misconduct that undermines that integrity of the County - contractor relationship.

PLEASE TAKE NOTICE that engaging in or permitting discrimination or harassment in any form against any County officer, employee or constituent by reason of such individual's protected characteristic shall be grounds for immediate termination of this Agreement, and may subject you, the Contractor, or your officers, agents or employees, to other potential liabilities both civil and criminal. Further, such conduct may entitle the County to recover all compensation paid in whole or in part under this Agreement.

Cayuga County is committed to establishing and maintaining a working environment where the dignity and value of the employees of the County and its contractors, vendors and constituents are respected. The County expects that all Contractors, vendors and their employees will conduct themselves in a manner that is consistent with this policy.

Indemnification Clause

1. (Name of Contractor) will fully and promptly defend, indemnify and hold the County of Cayuga, its Officers, Agents and Employees harmless from and against any and all claims, damages, costs and expenses (including without limitation reasonable legal fees, expenses and court costs) which may arise from the negligence of (Name of Contractor) or any subcontractor or sub-subcontractor of (Name of Contractor) to the extent permitted by law, excepting claims arising from the negligence of the County of Cayuga, its Officers, Agents and Employees. (Name of Contractor) shall require in any agreement with its subcontractors and/or sub-subcontractors that said subcontractors and sub-subcontractors will fully and promptly defend, indemnify and hold the County of Cayuga, its Officers, Agents and Employees harmless upon the same terms and conditions as outlined above.

Required Insurance

2. (Name of Contractor) shall provide insurance coverages as outlined on Schedule A attached hereto naming Cayuga County as additional insured and shall provide proof of said insurance coverages in form satisfactory to the County of Cayuga.

Compliance with Laws

3. (Name of Contractor) shall comply with all laws, rules and regulations of any governmental authority.



NON-BIDDERS RESPONSE**RFP # 2026-24 Cayuga County Preparation of Meals for Office for the Aging Nutrition Program**

VENDOR NAME: _____

The County of Cayuga is interested in ascertaining reasons for prospective vendor's failure to respond to invitation to submit a proposal. If your firm is not/or has not responded to RFP# 2026-24, please indicate the reason(s) why by checking any appropriate item(s) below and returning this form to the Cayuga County Purchasing Department, Attention: Amanda O'Grady, 2 State Street, 3rd Floor, Auburn, New York 13021.

We are/did not respond to this RFP for the following reason(s):

- ☐ Could not meet Scope of Service.
- ☐ Scope of Service not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Our services do not meet specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Insufficient time allowed for preparation of proposal.
- ☐ Incorrect address used.

Correct address is: _____

Other reason(s):

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Vendor Certification
RFP # 2026-24 Cayuga County Preparation of Meals for the Office for the Aging Nutrition Program

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

Vendor Responsibility Form
RFP # 2026-24 Cayuga County Preparation of Meals for Office for the Aging Nutrition Program

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- | | |
|---|--------------------|
| A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? | YES _____ NO _____ |
| B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? | YES _____ NO _____ |
| C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" | YES _____ NO _____ |
| D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? | YES _____ NO _____ |
| E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? | YES _____ NO _____ |

If yes to any of the above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

RETURN COMPLETED VENDOR RESPONSIBILITY FORM WITH PROPOSAL

MUST RETURN WITH BID

Statement of Understanding Procurement Lobbyist restrictions:

In addition to attaching a copy of relevant rules and regulations and guidelines and procedures, a Governmental Entity must include a summary in its proposals, bid documents or specifications for all Procurement Contracts. Such language should be incorporated into the relevant documents.

Pursuant to State Finance Law #139-j and 139-k, this solicitation [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller ("restricted period") [conform for pertinent government entity] to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law #139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation [or conform to whatever location is used to identify designated staff]. Governmental Entity employees [conform for pertinent government entity] are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of contract award and in the event of two findings within a 4-year period, the Offered/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found [conform for how will provide copies of the rules, regulations, guidelines or procedures].

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law #139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law #139-j (3) and #139-j (6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

MUST RETURN WITH BID

CERTIFICATE OF NON-COLLUSION

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 knowledge and belief:

1. The prices in the proposal have been arrived at independently without collusion, 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, and.
2. Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any other competitor; and.
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed 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 of subparagraph one.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

Official Seal of Notary

This _____ day of _____ 20__

Signature of Notary

MUST RETURN WITH BID

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____ 20____

Notary Public: _____

MUST RETURN WITH BID

INSURANCE AGREEMENT

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the **CONTRACTOR** hereby agrees to effectuate the naming of **CAYUGA COUNTY** as an unrestricted additional insured on the **CONTRACTOR'S** insurance policies, with the exception of worker's compensation. If the **CONTRACTOR** is self-insured, evidence of its status as a self-insured entity shall be provided to **CAYUGA COUNTY**. If requested, the **CONTRACTOR** must describe its financial condition and the self-insured funding mechanism.
- II. The policy naming **CAYUGA COUNTY** as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation.
 - State that the organization's coverage shall be primary coverage for **CAYUGA COUNTY**, its Board, employees and volunteers.
 - **CAYUGA COUNTY** shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used a copy shall be included with the certificate of insurance.
- III. The **CONTRACTOR** agrees to indemnify **CAYUGA COUNTY** for any applicable deductibles.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General aggregate to apply on a per project basis.
 - **Automobile Liability**
\$1,000,00 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- V. **CONTRACTOR acknowledges that failure to obtain such insurance on behalf of CAYUGA COUNTY constitutes a material breach of contract. The CONTRACTOR is to provide CAYUGA COUNTY with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of CAYUGA COUNTY to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by CAYUGA COUNTY.**
- VI. **CONTRACTOR agrees to provide a Certificate of Insurance evidencing such coverage as required by this agreement. Said Certificate of Insurance shall list the Certificate Holder as:**
- Cayuga County
County Attorney's Office
2 State St.; 3rd Floor
Auburn, NY 13021**
- VII. **CONTRACTOR further agrees to provide a copy of their insurance policy endorsing providing coverage for either:**
- **Blanket coverage for additional insureds: or**
 - **Coverage specific to Cayuga County; or**
 - **A statement on the Certificate of Insurance that the appropriate endorsement has been requested adding Cayuga County as an additional insured. Upon such time as the endorsement is received by the CONTRACTOR, said CONTRACTOR will forward a copy of said endorsement to CAYUGA COUNTY without delay.**

Cayuga County

New Vendor Request Form

Vendor Name: _____

Physical Address: _____

Remittance Address (*if different from above*):

Contact Name: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Accept Credit Card as a form of payment? _____

Providing a product or service? _____

Description of Product/Service: _____

Do you require a PO? _____

MUST RETURN WITH BID