

**TITLE III-C OLDER AMERICANS ACT**  
**NUTRITION PROGRAM CATERING SERVICES SPECIFICATIONS**  
**APRIL 1, 2021 THROUGH SEPTEMBER 30, 2023**

**NOTICE TO BIDDERS**

Sealed proposals are hereby solicited for the preparation of meals in accordance with specifications.

The purpose of this Older Americans Act Title III-C-funded Nutrition Program is to provide older persons, particularly those with low incomes and of minority status in the WestMass ElderCare (WMEC) service area, with cost-effective, nutritionally sound meals served in strategically located centers where they can receive other social and rehabilitative services. They are also served to homebound elders within the service area. Besides promoting better health and nutrition, this program is meant to reduce isolation and provide a means for elders to gain access into the broader elder service network.

WestMass ElderCare is the recipient of local, state, and Title III-C Older Americans Act funds for the Nutrition Program and bears the responsibility with the Executive Office of Elder Affairs (EOEA) for awarding such funds to (an) organization(s) which, in the opinion of the Board of Directors of WestMass ElderCare best demonstrates the ability to produce and deliver nutritional elder meals meeting all specifications and criteria as set forth in the accompanying sections of this document.

**A Bidder's Conference will be held virtually on Thursday, September 24, 2020 at 10:00 a.m. Contact WestMass ElderCare for the virtual meeting log on information.**

The purpose of this conference is to give equal opportunity for clarification of specifications to all potential bidders. If you have any questions regarding these specifications, reserve them for that occasion.

**Sealed bids will be accepted up to Monday, November 2, 2020 at 1:00 p.m.** Bids received after November 2, 2020, 1:00 p.m. will be rejected. The notification of the contract award will be made on Monday, February 1, 2021.

WestMass ElderCare reserves the right to reject any or all bids, call for new bids, and waive any formality in the bidding. Faxes of bids will not be accepted.

Bids from Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs) are encouraged. Information to bidders regarding completion of Supplier Diversity Office certification is available through WestMass ElderCare, Inc. AA/EEO

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C.	Menu Cost Analysis
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H.	Nutrition Program Equipment Inventory
I.	Average Daily Meal Counts
J.	Standards and Policies for the Massachusetts Elderly Nutrition Program.

## **I. GENERAL SERVICE PROVISIONS**

WestMass ElderCare's contract with a Provider for the preparation of meals for elders and persons with disabilities under Title IIIC of the Older Americans Act shall include or incorporate, by reference, the enclosed Bid Specifications. This bid will be for the preparation and delivery of traditional and medically tailored meals to designated sites for authorized elders and persons with disabilities of WestMass ElderCare (the Contractor). The Contractor, as a result of its acceptance of a bid and entering a contract based on that bid, shall retain the services of a licensed food service company (the Provider) to prepare meals at a minimum of Monday through Friday. Said meals are to be delivered by the Provider to such sites at a time, in such amounts and in such manner as specified in the Request for Proposal and the Contract. The number of meals, of whatever type, are estimates based on the past experience of the Contractor and may fluctuate day to day, or be lower or higher, in the aggregate than the Request for Proposal indicates.

The Nutrition Program Director at WMEC is responsible for the implementation of this program. WMEC is responsible to the Executive Office of Elder Affairs (EOEA) for all activity throughout the project area including delivery of services to those who are being served by this program, and to provide other social services, which fall within the scope of this program.

Six communities are to be served by the program: Holyoke, Chicopee, Ludlow, Granby, South Hadley and Ware. There may be at least one congregate site in each community. A Provider serving all six communities must be able, at a minimum, to prepare and deliver approximately 1625 home delivered meals per day including weekends in average, and an additional 225 congregate meals, 5 days per week, excluding holidays.

Each meal must contain at least one-third of the current Dietary Reference Intake (DRI) for meals for the population aged 51 years+ as established by the Food and Nutrition Board of the National Academy of Science, National Research Council, and must meet the Standards and Policies for the Massachusetts Elderly Nutrition Program, as outlined by the EOEA issued January 2020.

The number and type of meals shall be determined by the Contractor in good faith. Other communities, mealsites, types of service and service days per week may be added or deleted by the Contractor.

The Provider is encourage to propose creative, cost-saving measures which maintain quality standards of service, such as menu-sharing with existing programs, chilled meals, alternative packing supplies, etc.

## **II. BID PREPARATION AND SELECTION PROCESS**

- A. Providers will have an opportunity to meet with a representative of WMEC to ask questions that enable all Providers to benefit from the replies at the scheduled Bidder's Conference. Bidder's will have the opportunity to observe current operations upon request, however new and innovative cost saving proposals are encouraged. Outside of the Bidder's Conference, only written questions will be accepted via email, addressed to the WestMass ElderCare Nutrition Program Director, Lisa Lovell at [rfpnutrition@wmeldercare.org](mailto:rfpnutrition@wmeldercare.org). The reply to a question submitted by a prospective Provider will be made available to all bidders if the matter is of intrinsic importance to the bidding.
- B. Providers must submit to WMEC one original and three (3) copies of the sealed Bid by Monday, November 2, 2020, and received no later than 1:00 p.m. No bids will be accepted after that time. Proposals must be enclosed in a sealed envelope marked "SEALED BID - DO NOT OPEN", and addressed to WestMass ElderCare, 4 Valley Mill Rd., Holyoke, MA 01040.
- C. All bids shall be subject to review and comment by the Citizens' Advisory Council and WMEC Board of Directors, and The Executive Office of Elder Affairs, Commonwealth of Massachusetts.
- D. WMEC's Planning & Finance Committee may request a meeting with each Provider, and may request additional written information. Additional information will only be accepted after the deadline upon the expressed written request from WMEC.
- E. WMEC may conduct an unannounced and/or announced site visit to a Provider's congregate and home delivered meal sites, as well as production facilities, to assess food quality and sanitation standards.
- F. WMEC Board of Directors reserves all rights, and in particular, the right to reject any and all bids, or call for new bids as it may determine in its own best interest.
- G. A low bid will not necessarily be the deciding factor. Other factors considered will be:
  - 1. Quality of Food
  - 2. Safety, sanitation and HACCP practices
  - 3. Administrative costs and practices
  - 4. Experience and reputation of bidder
  - 5. Financial stability of bidder
  - 6. Accountability and reliability of bidder
  - 7. Degree of staffing and supervision
  - 8. Ability to provide ethnic and medically tailored meals
  - 9. Ability to control costs (adhere to raw food cost, not overproduce, proactive suggestions to control costs, bulk purchasing power, work efficiently, etc.)

10. Ability to use USDA commodity foods and group purchasing
11. Location, capacity and practicability of food production facility
12. Meal cost analysis
13. Contract history for past 10 years (e.g. Terminations, cancellations)
14. Type of service offered
15. Ability to perform according to the requirements set forth

H. Awards shall be made to the Provider whose proposal is most advantageous to WMEC according to the factors set forth in Section II. Letter G. Contracts shall be made only with responsible Providers who possess the potential ability to perform successfully under the terms and conditions of the procurement and provide the best value.

I. The following items must be submitted with the bid proposal in the following order:

1. Cover letter
2. Completed Applicant Agency Description (Attachment A)
3. Completed Proposal Questionnaire (Attachment B)
4. Brief description and history of your organization
5. Organizational chart and list of personnel to be utilized, as well as their responsibilities and qualifications, making note of staff with Food Service Sanitation Certification
6. The location of the food preparation facility from which the Title IIIC meals will come; also include the available kitchen equipment that will be used, as well as a list of equipment which would be needed
7. A list of food preparation contracts operated from the proposed kitchen facility, noting the number of meals prepared for each contract
8. Brief description of your organization's capability and methods for food preparation, transport and delivery as pertains to this program
9. Information concerning the type, number, model, year and condition of vehicles to be used, as well as the capability of the vehicle to transport Contractor's equipment
10. A four week sample menu
11. Menu Cost Analysis (Attachment C)
12. Meal Cost Analysis (Attachment D1 and D2)
13. Meal Cost Billing Rate (Attachment E)
14. A written kitchen audit by an independent qualified sanitarian, validating safe maximum meal production for the provider's proposed kitchen facility
15. Sanitation and maintenance procedures, including a HACCP Plan
16. Copies of all health department inspections for the proposed kitchen facility during the past 12 months
17. A copy of the Provider's most recent financial statement which reflects capability to maintain satisfactory operation for the contract period
18. List of current and/or proposed food purveyors
19. List of other clients for whom the Provider has provided services in past years. Include

addresses and phone numbers

20. List of two current contract references and one purveyor reference that may be contacted
  21. Copies of appropriate insurance certificates
  22. Copy of the Provider's most recent Annual Report
  23. Agency Affirmative Action Plan
  24. For Providers bidding on a shared menu – Meal Cost Analysis (Attachment D1 and D2)
- J. In addition to evaluation of all other criteria, WMEC shall review whether the Provider's kitchen(s) for preparing food under this agreement is located in Massachusetts and within 60 miles of the furthest location at which such foods shall be served to program participants in each town. If such kitchen(s) are beyond such 60 mile distance, and that Provider is selected to receive the contract, WMEC must be prepared to justify to EOEa the reasons for selection of such Provider.

### **III. PERFORMANCE BOND**

Within 30 calendar days of the effective date of the contract, the Provider shall procure, submit to the Contractor, and maintain a performance bond in the amount of \$100,000 for the three year contract life. If the contract is renewed, such bond shall be extended for the appropriate time-period. If the contract amount is for less than \$150,000 for the three-year period, the minimum face amount of the performance bond shall be 10% of the contract price, rounded to the nearest thousand dollars. This bond shall be payable to compensate the Contractor for its costs in selecting another Provider if and when the Provider terminates this agreement for any reason, other than the Contractor's substantial failure to comply with the agreement with at least 45 days advance written notice given, within the three year contract period, and any extensions.

### **IV. TIMETABLE AND BASIS FOR CONTRACT AWARD**

Due to the existence of potential contract termination provisions, which may adversely affect the delivery of meals to elders, no caterer contract shall be awarded to a Provider prior to sixty (60) calendar days before April 1<sup>st</sup>. Unless a more specific provision is set forth herein, any contract entered into between WMEC and a Provider shall be consistent with and subject to the Commonwealth Terms and Conditions for Contracts.

### **V. FOOD RELATED SPECIFICATIONS**

- A. Provider must be compliant with Standards and Policies for the Massachusetts Elderly Nutrition Program issued January 2020 as described in Attachment J.
- B. Menus must be developed in conjunction with Nutritionist at a menu meeting 6 weeks prior to the initial use of the menu.
- C. Menus will take into consideration the volume of USDA commodity foods that are available

to the program, and will be planned so as to achieve the greatest usage of commodities available and to credit the Contractor at full commodity value. Appropriate records of commodity credits and cash must be maintained. The Provider shall allow the Contractor a credit equal to the value of the USDA commodities for those commodities ordered for use in the program. Seasonal and local discount availability of food items will also be taken into consideration. See Attachment J for requirements related to commodities and group purchasing program.

- D. At least once a month, the Provider will prepare an ethnic meal for the program at regular meal cost. (This is separate from the ethnic menus).

**VI. MEAL TYPES**

- A. Regular Meal (No Added Salt). The regular Title III-C meal is part of a No Added Salt Diet (3-4 grams of sodium per day). It contains no more than 1200 milligrams of sodium. Two days per month the Contractor may offer a meal that contains up to 1500 milligrams.

<u>FOOD GROUPS</u>	<u>AMOUNT TO USE</u>
1. Meat/meat alternate	2.5* - 3 oz. cooked
2. Vegetables/fruits	2 servings of 4 oz. each
3. Bread/bread alternate	1 serving (1 oz. - 2 c.)
4. Butter/margarine	Optional, one teaspoon
5. Dessert	One serving of 4 oz
6. Milk	8 oz.

\*2.5 oz. minimum for List B entrees only. List A entrees must contain at least 3 oz. of whole muscle meat.

- B. Modified Meal – Regular meal with a sugar-free or low-sugar dessert. Fresh and canned fruit, when served, will be the same for all meal types.
- C. Commodity Free Meal - Meals that are produced without using commodities and should be similar to the meals offered on the printed menu. Commodity Free Modified Meals are Commodity Free meals with a sugar-free or low-sugar dessert.
- D. Latino Meal - Menu items must be authentic Latino foods, such as flan, green bananas, ground beef and plantains, yuca, malanga, pulled pork, yellow rice and pigeon peas, and using ethnic seasonings such as Sofrito and Adobo and brands such as Goya, while maintaining sodium guidelines. Latino Modified Meals are Latino meals with a sugar-free or low-sugar dessert.
- E. Supper Meal - Sandwich/salad type options or food items that can be heated, which are served cold and delivered at the time of the noon meal.
- F. Frozen Meals – G. A. Foods frozen meals purchased by the Contractor. Provider responsible for the milk, bread, and dessert. These meals are delivered once a week, at the time of the noon meal.

- G. Shelf-stable Emergency Meal - offered by the Contractor to home delivered meal clients for use during inclement weather or other emergency situations when the Nutrition Program is unable to deliver meals. These meals are delivered in October and replenished as needed. The emergency meal package should contain one-third the RDA; the package should match the regular menu pattern as much as possible; no margarine/butter serving is required. Dessert items may be dried or canned fruit. The no-added salt policy is waived for these meals; however, low sodium items are encouraged. Persons requiring unsweetened foods must be provided with appropriate items.
- H. Breakfast Meals – cold packaged breakfast meals are offered five days a week at congregate mealsites and are delivered with the noon meal.
- I. Cardiac Meals – Meals that meet the nutrition standards requirements with the following exceptions per meal: Sodium content must be less than 500 mg, excluding the cold bag. Bread used in the cold bag must contain less than 115 mg sodium/slice and the dessert must be fresh or canned fruit. Fat content must not exceed 20 g total fat, or 6 g of saturated fat.
- J. Renal Meals - Meals that meet the nutrition standards requirements with the following exceptions per meal: sodium content must be less than 500 mg, potassium content must be less than 650 mg, and phosphorus content must be less than 300 mg. Due to the dietary restrictions, these meals do not include milk or bread. Renal diet appropriate fresh or canned fruit will accompany the meal.
- K. Vegetarian Meals – Meals will follow a meal pattern acceptable for a lacto-ovo vegetarian diet. Legumes, dairy, eggs, and soy products will be the main protein sources for these meals. Vegetarian meals will be offered as an alternative to individuals who choose to refrain from eating the regularly scheduled meal for any reason.
- L. Puree Meals – The regular meal will be blended to a pudding-like consistency (dysphagia level 1). If certain items on the regular menu are not appropriate for a pureed diet (i.e. fibrous or stringy vegetables, unappetizing items such as hot dogs, etc.), a suitable substitution will replace it. Yogurt may be substituted for milk. Bread will not be served with this meal.
- M. Chopped Meals – Meals will be cut into bite-sized pieces to accommodate individuals with visual or dexterity limitations. The cold bags will be delivered without additional manipulation.
- N. Ground Meals – Meals provided will follow a dysphagia level 2 diet. Meat items will be soft, ground, and contain sauce or gravy for moisture, and vegetables will be cooked until tender.

## **VII. FOOD SANITATION AND HANDLING REQUIREMENTS**

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

- B. The Provider shall maintain all food preparation and delivery facilities over which it has control in clean and sanitary conditions. All kitchen storage and delivery facilities, including equipment, utensils, ventilating equipment including filters, doors, cabinets and the like, shall be clean and sanitary. Food storage systems shall ensure a first-in, first-out use of foods. All foods stored shall be dated and labeled.
- C. The Contractor will inspect or have inspected food products, to determine compliance with the specifications for the food, which the Provider is to use in the meals. Access to the Provider's records bearing upon the food purchased for the Contractor will be available for review and audit as necessary.
- D. The Contractor will work with the Provider to develop and approve menus and recipes for meals, so as to ensure compliance with the EOE Nutrition Standards; to inspect meals delivered to determine compliance with Dept. of Health and Human Services and EOE Nutrition Standards meal type requirements; and to withhold payment for meals not meeting prescribed requirements.
- E. The Contractor may inspect at any time the Provider's food preparation, packaging and storage area to determine the adequacy of the cleaning, sanitation, and maintenance practices. To determine the adequacy of the Providers' 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, and in connection therewith to have ready access to the related food inventory control records of the Provider.
- F. The Contractor shall promptly initiate investigations by local health authorities whenever complaints occur involving two or more persons who manifest the symptoms of food borne illness within a similar time frame after consuming the Title IIIC meals, and notify EOE within 24 hours about the investigative actions taken. If food spoilage or contamination is suspected, the food should not be served/delivered
- G. The Provider shall provide the Contractor with a written kitchen audit by an independent, qualified sanitarian, validating the safe maximum meal production load for the Provider's kitchen facility. No Provider receiving payment under this Agreement shall enter into any Title III-C nutrition contract in which it exceeds the safe maximum meal production load for its kitchen facility.
- H. The Provider must maintain a written documented formal sanitation program including a HACCP Plan, which meets or exceeds the minimum standards of State, Federal, Municipal or other agencies authorized to inspect and/or accredit the food service operation and the Nutrition Program. The Provider must provide regular, documented inservices regarding sanitation and food handling to its employees involved in the preparation, handling and storage of food.
- I. The Provider may be asked to present no fewer than two trainings per year for Contractor's staff or volunteers as designated by the Contractor, on sanitation and food handling issues.

- J. The Provider shall freeze a sample meal (dated and labeled) daily, which shall be retained for a period of one week.
- K. The Provider will report the location in Massachusetts of its current food preparation sites, and submit a copy of the most recent inspection report by State or local health department of the preparation sites to be utilized under the proposed contract. If providing chilled meals, then kitchen must be located in Massachusetts.

### **VIII. FOOD DELIVERY**

- A. The Provider must have the capability and qualifications to prepare and package the meals and deliver them to mealsites in appropriate containers at times to be established by the Contractor. Food shall be packaged for delivery to nutrition sites in bulk by site, and/or prepackaged as requested by Contractor. Hot food shall be maintained at a minimum temperature of 140 degrees F (preferably 160 degrees F). Cold food shall be maintained at a temperature below 41 degrees F. Frozen meals shall be available at a temperature below 0 degrees F.
- B. It is the Provider's responsibility to assure that the meals arrive at the sites at the above temperatures, assuming standard transportation times. Temperatures must be taken before food leaves the kitchen, after packaging, as close to the time when the food leaves the kitchen (not as food is removed from the oven or while it is in a steam table), and at arrival to sites and documented. The Provider will record arrival temperatures which must be verified with the Nutrition Program Mealsite Manager before the Provider leaves each mealsite.
- C. The food shall be packaged so that there will be a minimum of spills in the carrier. The Provider shall take any necessary measures including, but not limited to, reducing fill level, and covering pans with stretch plastic film and/or aluminum foil and metal lids to prevent spillage and maintain temperatures.
- D. Anticipated delivery times will be from 10:00 a.m. to 12:30 p.m. and pick-up times from 12:30 p.m. to 2:00 p.m. At the beginning of the contract year the Contractor and the Provider will set up a definite delivery schedule, subject to approval by the Contractor. The Provider must have adequate staff for complete delivery of meals to drop-off sites.
- E. A list of food preparation contracts operated from the kitchen facility noting the number of meals prepared for each contract must be provided. The Provider will not engage in solicitation of other food preparation contracts from this kitchen facility without prior approval from the Contractor.
- F. Providers shall submit with their bid, information concerning the type, number, model, year and condition of the vehicles to be used for this contract. The information should also indicate whether these vehicles are capable of transporting all equipment owned by the Contractor.
- G. Delivery personnel must be qualified and able to maintain continuity in delivery of meals to

the nutrition sites at all times. The Provider is expected to supply the necessary delivery vehicles and must have the potential of a reserve vehicle in case of break down.

H. The Contractor reserves the right to refuse any food that does not meet specified quality and temperature requirements. The Provider must have the capability to replace unacceptable food in a timely manner. If necessary, the Contractor shall be reimbursed for all costs incurred in procuring replacement food to include:

1. cost of replacement food
2. travel cost
3. personnel time

The Contractor will not pay for any meals or food that the Provider has failed to deliver or replace as agreed.

## **IX. NON-FOOD SPECIFICATIONS**

### **A. EQUIPMENT**

1. The Contractor will be responsible for the purchase of all food delivery containers/carriers. The list of equipment currently owned by the Contractor and available to the Provider for transporting bulk cooked food to the meal sites is included in these specifications as Attachment H. An inventory of existing equipment will be taken and verified jointly by the Contractor at the commencement of operations.
2. Only the Contractor will purchase any additional or replacement equipment. The Provider may only use other equipment, owned by the Provider, to transport the food at appropriate temperatures to the nutrition sites with the written approval of the Contractor.
3. The normal replacement, maintenance and repair of equipment owned by the Contractor , and related costs, will be the responsibility of the Contractor per the normal life of the equipment. The normal replacement, maintenance and repair of equipment owned by the Provider, and related costs, will be responsibility of the Provider per the normal life of the equipment.
4. In the event the Contract is terminated or not renewed, the Provider will return all equipment owned by the Contractor that was under the jurisdiction of the Provider back to the Contractor in good working order. The Provider is responsible for the replacement of all missing or damaged equipment either by the purchase of new equipment or with cash.

### **B. DISPOSABLES AND SITE SUPPLIES**

1. Disposables required for packaging the home delivered meals will be the Provider's responsibility and should be included in the meal cost analysis. The Contractor does not allow Styrofoam packaging supplies. Contractor reserves the right to self purchase.
2. Disposables required for meal sites will be purchased by the Contractor, and delivered by

the Provider. For a list of meal site disposables currently used, see Attachment G.

3. Hot and cold meals will be packed in state mandated Oliver Tray System. Pricing is determined by the State. Provider can order Oliver Products directly at State pricing. Ordering volume will be monitored monthly by Contractor.

#### **C. MEAL ORDERING**

1. The Contractor will furnish the Provider with the meal count by 2:00 p.m. the work day prior to service by fax for congregate and home delivered meals.
2. Meals ordered should match the number of meals delivered. Home delivered meals will be counted by Provider upon arrival at Contractor. Contractor will have the option of verifying meal counts on a daily basis.

#### **D. EMERGENCY PROCEDURES**

1. The Contractor will notify the Provider by 6:00 a.m., or earlier if necessary, of site closing(s) due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. If food is lost due to closings, the financial burden lies with the Provider, not the Contractor, if the appropriate procedures for closings have been followed. Consecutive day cancellation menu terms will be subject to Contractor approval.
2. The Provider shall stock emergency canned foods at all meal sites for use in the event of a shortage or spoiled food, or when the Provider is not available to replace the food. It is expected that the Provider have a staff person available between 9:00 a.m. and 11:00 a.m. to act as a runner for food shortages at any of the meal sites.

#### **E. PERSONNEL**

1. Food Service Manager - the Provider shall maintain a qualified full-time Food Service Manager whose main responsibility is the execution of the meal service program. The Manager must be free to visit meal sites frequently and be available daily and responsive to monitor food service related site problems and concerns. When meals exceed 3,500, additional daily operational managers may be required if requested by Contractor. The Manager must attend meetings scheduled by the Contractor and make regular site visits in order to ascertain needs and concerns at the meal sites as determined by the Contract. Such meetings include, but are not limited to Contractor staff meetings and consumer meal site meetings.
2. Nutritionist - the Provider shall maintain on its staff a qualified nutritionist who may be shared with other Provider food service programs, but must be available for menu development, nutritional analysis of menus or food products used within meals, and any other related matters such as sanitation training.
3. The Provider shall designate among its staff an individual who is responsible for monitoring quality improvement and meal quality throughout all phases of meal production

and delivery.

4. The Provider must maintain an adequate amount of personnel in order to meet all the specifications and responsibilities of the submitted bid in an orderly, punctual and reliable manner.
5. Provider personnel shall always present themselves in a clean and professional appearance. The Contractor encourages the utilization of uniforms.
6. The Provider shall specify the number and titles of all management-level employees, as well as a summary of the qualifications of the food service personnel, making note of Food Service Sanitation Certification.
7. The Contractor shall provide other employees and personnel as it may deem necessary for the on-site serving of the meals and maintenance.
8. Delivery personnel must be qualified and able to maintain continuity in the delivery of the meals to the sites at all times.
9. The Provider must provide management coverage for the Food Service Manager during vacation or extended absences.

**F. TRASH AND EQUIPMENT PICKUP**

The Provider will pick up and dispose of trash daily from meal sites designated by the Contractor. Trash may not be transported in the same vehicle as food is transported.

**G. SANITATION OF WESTMASS ELDERCARE CONGREGATE AND HOME MEAL TRANSPORT CONTAINERS.**

The Provider must clean and sanitize meal transport equipment (Cambros, food pans, coolers, and thermal bags) necessary for the delivery of food to mealsites prior to daily use.

**X. ADMINISTRATIVE REQUIREMENTS**

**A. ACCOUNTABILITY**

1. The Provider shall comply with the provisions of Title III of the Older Americans Act of 1965, as amended, Federal grant regulations, 45 CFR Part 74, and related Federal or State regulations relating to the Title III-C Nutrition program, as well as all policies and procedures required by EOEA and Contractor.
2. The Provider shall comply with all applicable Federal, State, and local 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 P Procurements by Grantees and Subgrantees 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 Contractor, the EOEA, the Administration on Aging or any of their duly authorized representatives to have access to any books, records, papers, documents, and property of the Provider which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions for six years after final payment hereunder.

**B. INSURANCE/INDEMNIFICATION**

1. Indemnity/Hold Harmless Provision - the Provider shall covenant and agree to indemnify and hold harmless WMEC, its directors, employees and agents individually and collectively from all fines, legal fees, court and litigation costs, suits, claims, demands or actions of any kind and nature arising from or directly attributable to the negligent acts or omissions of the Provider's agents or employees while in the performance of their duties pursuant to this contract.
2. The Provider shall defend any suit against the Contractor alleging personal injury or property damage out of the consumption of meals prepared by the Provider and served by the Contractor.

**C. INSURANCE PROVISIONS**

1. The Provider shall carry and furnish evidence of public liability insurance including bodily injury and property damage coverage, as well as product liability insurance. Certificates of Insurance are to be provided.
2. The Provider will be required to maintain for the entire term of the contract the following insurance coverages with an insurance company(s) designated as an "admitted carrier" by the Commonwealth of Massachusetts Division of Insurance and subject to the Massachusetts Insurance Insolvency Fund. The Contractor reserves the right to accept or reject any insurance company. The requirements are as follows:
  - a. Comprehensive General Liability Policy Limits
    - \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Bodily Injury and Property Damage (Combined Single Limit) Covering Premises/Operations
    - \$1,000,000 per occurrence/\$1,000,000 aggregate Products/Completed Operations Coverage
    - The policy should include Broad Form General Liability Endorsement.
  - b. Workmen's Compensation Insurance
    - The Provider shall maintain a valid Workmen's Compensation and Employers Liability Insurance Policy
    - Limits - Workmen's Compensation Statutory Massachusetts Operation
    - Employers Liability - \$100,000
    - The Provider may be required to name WMEC as an additional named insured under the Comprehensive General Liability policy.
  - c. Certificate of Insurance

- The successful Provider will be required to file with WMEC before the contract is signed a Certificate of Insurance with WMEC as the Certificate Holder, using the Insurance Services Office Accord Form 25. The following revision to the standard cancellation provision on the Certificate of Insurance may be required:  
Should any of the above described policies be subject to cancellation, material changes of the policy, or failure to renew before the final acceptance of the work by the certificate holder, the issuing company will mail a 20 day notice by certified mail to the certificate holder.

**D. NON-DISCRIMINATION IN SERVICE DELIVERY**

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Contractor on the basis of race, color, religion, sex, sexual orientation, age, national origin, ancestry, physical or mental handicap or because such person is a recipient of federal, state or local public assistance or housing subsidies. The Provider shall comply with all applicable provisions of:

1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) - prohibits discrimination on the basis of race, color, or national origin, in programs receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated thereunder, (45 CFR Part 84) - prohibits discrimination against qualified disabled individuals on the basis of disability in any program or activity receiving or benefitting from Federal financial assistance and required programs and activities, when viewed in their entirety, to be readily accessible to disabled persons.
3. G.L. c.151B sec. 4(10) - prohibits discrimination in furnishing services on grounds that an individual is a recipient of Federal, State or local public assistance or housing subsidies.
4. The Provider shall comply with all applicable provisions of the Americans with Disabilities Act.

**E. NON-DISCRIMINATION IN EMPLOYMENT**

Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, sexual orientation, religion, physical or mental handicap. Provider shall comply with all applicable provisions of:

1. Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) - prohibits discrimination in employment on the basis of race, color, religion, sex or national origin.
2. M.G.L. c.151B, S4(1) - prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, sex, gender identity or sexual orientation.
3. The Elder Affairs' Regulations 651 CMR 8.00: Discrimination Based on Age in Agencies and Organizations in Receipt of Funds from the Department of Elder Affairs.
4. Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR Part 84) - prohibits discrimination against qualified disabled individuals on the basis of disability and requires employers to make reasonable accommodations to known physical or mental limitations or otherwise qualified disabled applicants and employees.
5. The Provider shall give written notice of its commitments under this Article to any labor

union, association or brotherhood with which it has a collective bargaining or other agreement.

6. The Provider shall notify Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs), and associations of such contractors that it is the policy of the Commonwealth to prohibit discrimination in employment practices by providers, subcontractors, and suppliers of goods and services as set forth in Executive Order 11246.
7. The Provider shall comply with all applicable provisions of the Americans With Disabilities Act.

**F. AFFIRMATIVE ACTION**

1. The Provider shall develop and adhere to a policy of affirmative action in all aspects of employment under this Agreement. In addition, if the maximum compensation paid to the term of this Agreement, from agencies acting pursuant to contracts with the EOE, is fifty thousand dollars (\$50,000) or more, the Provider shall develop and maintain an affirmative action plan in accordance with the applicable requirements of Executive Order 116 and transmit a copy to the Contractor.
2. The Provider as an organization receiving federal funding shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are utilized in the subcontracts in accordance with 45 CFR Part 92.36(e). Affirmative steps shall include placing qualified small and Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs) on solicitation lists; and assuring that they are solicited whenever they are appropriate for the type of goods or services contracted.
3. A copy of such plan(s) must be provided to the Contractor prior to execution of any contract.

**G. METHOD OF PAYMENT/PAYMENT SCHEDULE**

1. The Provider will submit to the Contractor a monthly invoice and copies of detailed statement of operation authorized by the Contractor and upon forms approved by the Contractor, no later than the 12th of the month following each month of service. Accounting periods are to relate to the Federal fiscal year (October 1 - September 30).
2. Monthly statements are to include the total costs of the operation with a breakout of raw food cost and other meal-related costs.
3. Billing statements will calculate cost for all meals ordered on an individual day by day

basis for all days in the calendar month.

4. Payment by the Contractor shall be due for each calendar month upon the expiration of 30 days after the receipt by the Contractor of a proper invoice from the Provider and contingent upon receipt of appropriate funding from EOEА. If payment is not made in or within the due date, and mutual arrangements for payment have not been negotiated, the Provider may, so long as such non-payment shall continue, terminate this Agreement as to the further providing of meals hereunder only by the giving of 30 days advance notice in writing to the Contractor of its intention to do so; and provided that, said non-payment shall continue for such 30 day period after the giving of such notice, then this Agreement shall, upon the expiration of such 30 day period, terminate; otherwise it shall continue in full force and effect.

#### **H. DURATION OF CONTRACT AND TERMINATION**

1. The term of the contract is for a period of two and a half years, from April 1, 2021 until September 30, 2023. Meals shall be made available to the Nutrition Program by the Provider for approximately 335 serving days, excluding the following holidays: Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King's Birthday, Presidents Day, Patriot's Day, Memorial Day, Independence Day and Labor Day. If awarded the contract, the Provider will be given a holiday schedule at the beginning of the contract year.
2. The Contractor reserves the right to renew the Agreement with the Provider. The term of this contract is for a period of three years; it is renewable with the agreement of both parties for two additional one-year periods. Letters of intent to renewing contract, after the first three years, for an additional year must be submitted by May. There must be adequate provision for cancellation of the contract in the absence of an appropriation of adequate Federal funds or for other material cause. The Contractor must inform the EOEА of the details of the annual or other period contract amendments or modifications that occur during the life of the contract prior to the approval of these changes by the Contractor. Subject to Federal and/or State regulations, the Agreement shall not be canceled by either party for the first 30 days, and may be canceled after that time by either party in the absence of an appropriation of adequate Federal funds; or for other material cause, at the end of the calendar month by a notice in writing not less than 30 days prior to termination date.
3. Termination without Cause: Either party may terminate the Agreement without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.
4. If the Contractor determines that any non-compliance with the terms of the Agreement on the part of the Provider endangers the life, health, and safety of any recipients of services under this Agreement, it shall terminate the Agreement by orally notifying the Provider of termination followed by the making of written notification, return receipt requested, setting forth the specific reasons for termination, within three business days following the

oral notification. Termination pursuant to this sub-section shall take effect upon the furnishing of the oral notification and can occur within the first 30 days of the Agreement.

5. The Contractor may terminate the Agreement, for reasons other than those constituting a non-compliance that endangers the life, health, and safety of recipients of service, if the Provider has failed to comply with the provisions of this Agreement in whole or in part. Prior to terminating this Agreement pursuant to this sub-section the Contractor shall notify the Provider, in writing, of the specific area of non-compliance. The Provider shall restore compliance within 30 days of the date of the notice. If the Provider has not restored compliance within the 30 day period, the Contractor may terminate this Agreement by furnishing the Provider with written notice at least 30 days prior to the effective date of termination.
6. The Provider may terminate this Agreement prior to its expiration date if the Contractor fails to comply with a material provision of this Agreement. The Provider shall furnish the Contractor with written notice of termination at least 45 days prior to the effective date of termination. Upon termination, with at least 45 days notice, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement, provided the Provider submits properly completed invoices to the Contractor covering services rendered, not later than 60 days after the date of termination.
7. If the Provider terminates this Agreement with less than 45 days notice or with no notice to the Contractor, the Contractor reserves the right to retain, as a penalty, an amount otherwise payable to the Provider as compensation for services rendered. Such amount shall be that owed to the Provider by the Contractor for the calendar month which preceded the effective date of the Provider's termination. EOE A shall approve the use of these funds by the Contractor to offset the costs incurred by the Contractor in the transition to a new Provider on short notice.
8. The Contractor may reclaim, upon the expiration or termination of the Agreement, all equipment, the cost of which is fully reimbursed by funds provided pursuant to the Agreement, and which has a useful life of more than one year and a cost in excess of \$100.00.
9. Final contract agreement may be amended only by written documents signed by persons authorized to bind the Provider and the Contractor in contract. All amendments must be attached to this Agreement.

**I. REPRODUCTION OF REPORTS - COPYRIGHT**

The Provider shall not disseminate, reproduce or publish any report, information, data or other documents in whole or in part pursuant to the terms of this Agreement without the prior written consent of the Contractor, 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 Contractor.

**J. ASSIGNMENT AND SUBCONTRACT**

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of the Contractor, provided that claims for money due or to become due to the Provider from Contractor under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such assignment is furnished promptly to Contractor. None of the services to be provided by Provider pursuant to this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of the Contractor.

**K. PUBLICITY**

Any publication, audio-visuals, news releases, advertisements or other printed matter related to this program must have prior approval of the Contractor and acknowledgment of the support of the Contractor.

**L. ANTI-BOYCOTT COVENANT**

The Provider warrants, represents, and agrees that during the time that this Agreement is in effect, neither it nor any affiliated company, as hereafter defined, shall participate in or cooperate with an international boycott, as defined in sec. 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended or shall engage in conduct declared to be unlawful by sec. 2 of Chapter 151E, Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, the Contractor may terminate this Agreement. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Provider.

**M. ARBITRATION**

The parties mutually agree that any dispute, controversy, claim or action of any kind that may arise concerning the interpretation, application, modification or enforcement of any of the terms and provisions of this agreement, will be submitted to final and binding arbitration as provided through the offices of the Massachusetts Arbitration Association. The parties shall share the costs of any arbitrator and the arbitration forum if a matter is submitted to arbitration. Each party will bear its own costs relative to its witnesses, documentation and presentation of its case. The arbitrator shall have no authority to add to, modify, alter or change the terms of this Agreement in any way.

**N. INTEGRATION**

All attachments to this Agreement are deemed to be a part of this Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. This Agreement may be amended only by written document signed by persons authorized to bind in contract the project and the Provider.

**O. MISCELLANEOUS**

1. The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of the Contractor during the term of this Agreement without the prior written

approval of the Contractor.

2. Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and all be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.
3. Confidentiality - with regard to personal data maintained pursuant to this Agreement, the Provider is a holder of personal data as that term is used in MGL c. 66A, the Fair Information Practices Act, and in the regulations of the Executive Office of Elder Affairs, governing the safeguarding, use of, and access to personal data, 651 CMR 2.00 et seq., as well as the Contractor's Written Information Security Plan.

## **XI. PREPARING THE MENU COST ANALYSIS**

Each Provider is required to complete the Menu Cost Analysis (Attachment C). These menus are reflective of the typical meals which meet the Nutrition Standards as set forth by the EOEA. The brand of each product must be identified, as well as the cost of the item for the portion listed. The total cost for each meal must be indicated.

## **XII. PREPARING THE MEAL COST ANALYSIS**

After carefully analyzing the specifications in this manual, each Provider is required to list bid quotes on Attachment D1 and D2. (Meal Cost Analysis) and submit as the bid. Each specific meal type should have a separate meal cost analysis sheet. These instructions will assist the Provider on how to fill out the Meal Cost Analysis Sheet, and how the sheet is to be read. Specify if Meal Cost Analysis is for a bid on WMEC only meals or for a joint bid on WMEC and GSSSI.

### **A. NUMBER OF MEALS**

The Provider must submit a price for each range of meals/day utilizing the attached Meals Cost Analysis form (Attachment D1 and D2), based on the four-week menu provided (Attachment C). The number of meals category will generally range from approximately 100 meals below to 100 meals above the Contractor's current rate. The number of daily meals which the Contractor anticipates over the duration of the contract should take into account possible fluctuations in funding levels from State and other sources.

Bid each specific type of meal separately, using multiple copies of Attachment D1 and D2.

Refer to Attachments F and I for the average number of each type of meal served daily for WMEC only bid, and then use the columns in Attachment D1 and D2 which most closely reflect the average number of each type of meal served daily. WestMass ElderCare will be analyzing most closely the bids entered in the columns, which reflect the average daily number of that specific type of meal.

Examples:

The average number of Latino Home Delivered Meals served daily is around 120/day. WestMass ElderCare will be analyzing most closely the bids identified in the Attachment D1

columns 1-199 and 200-399.

The average number of Regular Home Delivered Meals is 924/day. WestMass ElderCare will be analyzing most closely the bids identified in the Attachment D1 columns 800-999 and 1000-1199.

Unanticipated expansion of mealsites or other factors which may increase the number of meals, or events which cause the unanticipated decrease in the number of meals shall be accommodated by the Provider, and the price/meal shall be adjusted by negotiation with the Contractor to take these changes into account.

**B. DETERMINING BASE COST**

The following factors must also be taken into account in determining the base cost:

1. Raw Food Cost - all menu specification as listed in EOEA Nutrition Standards are to be considered in this category, including condiments.
2. Labor Cost - production, preparation, service, packaging, food service management, transportation labor (drivers), nutritionist.
3. Administration - administrative salaries, travel, fees, insurance, office supplies, postage, printing, miscellaneous, rent, utilities, telephone, maintenance, equipment repairs, small equipment, garbage collection, extermination, trainings.
4. Transportation - gas, oil, van maintenance, depreciation, insurance (vehicle).
5. Disposable Cost - disposables, napkins, wrap, site supplies, miscellaneous, including storage and handling of disposables unless Contractor picks up and stores.
6. Profit
7. Sub-Total - sum of raw food cost, labor, administration, transportation and profit.
8. Cost for Disposables and Site Supplies - cost of handling disposables and site supplies if Provider purchases.
9. The base cost scale must be accurate at all levels in the event that the average number of meals/day is significantly changed for a number of reasons.
10. Per Meal Labor Packaging Cost for Home Delivered Meals - indicate per unit cost of labor to prepackage home delivered meals.

**C. MEAL TYPES**

1. Hot Meals - include regular, diet and commodity free meals. Per meal labor packaging cost for home delivered meals should be indicated in space provided.
2. Supper Meal – include weekday, weekend and holiday suppers.
3. Cold Bag Weekend - Cold bag includes milk, bread and dessert. Frozen meals are ordered by the Provider and are directly paid for by the Contractor.
4. Emergency Shelf Stable Meals
5. Latino Meals – Include Latino, Latino diet and Latino commodity free meals.
6. Breakfast Meals
7. Cardiac Meals
8. Renal Meals
9. Puree Meals

- 10. Vegetarian Meals
- 11. Ground Meals