BID SPECIFICATIONS

For The

MASSACHUSETTS NUTRITION PROGRAM
FOR THE ELDERLY

Massachusetts Executive Office of Elder Affairs

2020 Revision

SPECIFICATION FOR THE NUTRITION PROGRAM

In accordance with the goals and purposes of the Title III-c Elderly Nutrition Program established under the Comprehensive Older Americans Act Amendments of 1992, OCES has been established to meet the needs of Older Americans within its service areas. The Nutrition Program's chief responsibility is to provide nutritionally sound meals to those in the greatest economic and social need. These meals are served in strategically located centers, such as community centers, senior centers, churches, etc. They are also served to homebound elders within the service area. In addition to nutrition, the program aims at reducing the isolation of older Americans by providing these meals in a congregate setting whenever possible.

SPECIFIC INFORMATION

All bids shall be subject to review and acceptance by OCES. The Executive Office of Elder Affairs, Commonwealth of Massachusetts (Elder Affairs) shall have the rights to review and comment upon all bids received and the agency's evaluation of the bids before a final recommendation is presented to the agency's board for a decision. The detailed evaluation must include the reason for the provider's selection as well as scoring criteria and 3 and 5 year budget forecasts. The Nutrition Project reserves all rights and, in particular, the right to reject any and all bids where there are sound businesses reasons in the best interest of the Nutrition Project for such rejection. Awards shall be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the nutrition project, meal cost, and other factors set forth on the previous page considered. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the procurement. A low bid will not necessarily be the deciding factor.

Each nutrition project contract with a provider for the preparation of meals for elders under Title III-C of the Older American Act shall include or incorporate by reference the following bid specifications:

All bids shall include evidence of ability and qualifications to deliver both bulk and pre-packed hot, chilled and/or weekend frozen meals in adequate quantity on a regular basis. This evidence includes prior and/or existing similar contracts as well as a copy of the bidder's most recent financial statement that reflects the capability of maintaining satisfactory operations for the contract period. A copy of the bidder's most recent annual report may also be included as documentation.

PERFORMANCE BOND

Within thirty (30) calendar days of the effective date of the contract, the provider shall procure, submit to the nutrition project and maintain a performance bond in the amount of one hundred thousand ($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 ten percent (10%) of the contract price rounded to the nearest thousand dollars. This bond shall be payable to compensate the nutrition project for its costs in selecting another provider if and when the provider terminates this agreement for any reason, other than the projects substantial failure to comply with the agreement with at least forty five (45) days advance written notice given, within the three year contract period, and any extensions.

TIMETABLE AND BASIS FOR CONTRACT AWARD

Due to the existence of potential contract termination provisions that may adversely affect the delivery of meals to elders, no caterer contract shall be awarded to a winning bidder prior to sixty (60) calendar days before October 1st, the beginning of the Federal Fiscal Year. Unless a more specific provision is set forth herein, any contract entered into between a Nutrition Project and a Provider shall be consistent with and subject to the Commonwealth Terms and Conditions for Contracts.

CONTRACT DURATION AND TERMINATION

Subject to Federal and/or State regulations, the contract shall not be canceled by either party for the first thirty days, and may be canceled after that time by either party, with material cause, at the end of the calendar month by a notice in writing not less that thirty days prior to the termination date.

If the project determines that any non-compliance with the terms of this Agreement on the part of the provider endangers the life, health and safety of any recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the provider of termination followed by the making of written notification, return receipt requested, setting forth the following the oral notification. Termination Pursuant to this subsection shall take effect upon the furnishing of the oral notification.

The project may terminate this 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 the Agreement in whole or in part. However, prior to terminating this Agreement pursuant to this subsection, the project shall notify the provider in writing, of the specific area of non-compliance. The provider shall restore compliance within thirty (30) days of the date of the notice. If the Provider has not restored compliance within the thirty (30) day period, the project may terminate this Agreement by furnishing the provider with written notice at least thirty (30) days prior to the effective date of termination.

The provider may terminate this Agreement prior to its expiration date, if the project fails to comply with a material provision of this Agreement. The provider shall furnish the project with written notice of termination at least forty five (45) days prior to the effective date of termination.

Upon termination, with at least forty five (45) days notice, the provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement: provided that the provider shall submit properly completed invoices to the project covering services rendered not later than sixty (60) days after the date of termination.

If the provider shall terminate this Agreement with less than forty five (45) days notice or with no notice to the project, the project 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 project for the calendar month, which preceded the effective date of the provider's termination. Elder Affairs shall approve the use of these funds by the project to offset the costs incurred by the project in the transition to a new provider on short notice.

Termination Without Cause. Either party may terminate the Contract 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.

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. There must be adequate provision, however, for cancellation of the contract in the absence of an appropriation of adequate federal funds or for other material cause. The area agency and/or the nutrition project must inform Elder Affairs 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 area agency.

The project may reclaim, upon the expiration of termination of this Agreement, all equipment, the cost of which is fully reimbursed by funds provided pursuant to this Agreement and which has a useful life of more that one (1) year and a cost in excess of one hundred ($100.00) dollars.

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 project on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disable 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:

a) 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: and

b) 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 benefiting from Federal Financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons; and

c) G.L. c.151B sec. 4(10) - prohibits discrimination in furnishing services on grounds that an individual is a recipient of Federal, State of local public assistance or housing subsidies.

d) The provider shall comply with all applicable provisions of the Americans With Disabilities Act.

Non-Discrimination In Employment

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

a) 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; and

b) M.G.L. c.151B, S4(1) - prohibits discrimination in employment on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation.

c) The Elder Affairs' Regulation 651 CMR 8.00: Discrimination Based On Age In Agencies And Organization In Receipt of Funds From The Department of Elder Affairs.

d) 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 qualifies disabled applicants and employees.

e) 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.

f) The provider shall notify minority, disabled, and women contractors, 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.

g) The provider shall comply with all applicable provisions of the Americans With Disabilities Act.

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 Elder Affairs, 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 project.

2. The provider as an organization receiving federal funding shall take all necessary affirmative steps to assure that minority firms, women's business enterprise, and labor surplus area firms are utilized in the subcontracts in accordance with 45 CFR Part 92.36 (e). Affirmative steps shall include:
   a. placing qualified small and minority businesses and women's business enterprises on solicitation lists; and assuring that small and minority businesses, and
   b. women's business enterprises are solicited whenever they are appropriate for the type of goods or services contracted for.

ACCOUNTABILITY

The provider shall comply with all applicable Federal, State, and local government laws and regulations pertaining to wages and hours 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 nutrition project, the Area Agency on Aging, the State Elder Affairs, the Administration on Aging or any of 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 transcriptions. The provider shall retain all such books, records, documents, and property for six years after final payment hereunder.

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.

The provider shall indemnify the project against any loss and/or damage (including attorneys fee and other costs of litigation) caused by negligence or omission, theft by their employees, or the negligence acts or omissions of the provider's agents or employees.

The provider shall defend any suit against the project alleging personal injury or property damage out of the consumption of the meals prepared by the provider and served by the project.

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.

METHOD OF PAYMENT, PAYMENT SCHEDULE

The provider will furnish the project a monthly invoice and copies of detailed statement of operation no later than the twelfth (12 th) of the month following each month of service. Accounting periods are to relate to the project year. Monthly statements are to include the total costs of the operation with a breakout of raw food cost and other meal related costs.

Billing statements will calculate cost for all meals served on an individual day by day basis for all days in the calendar month, including weekdays and holidays.

Payment by the project shall be due for each calendar month upon the expiration of 30 days after the receipt the project of a proper invoice from the provider. If payment is not made in or within the due date, the provider may, so long as such non-payment shall continue, terminate this agreement as to the further providing of meals herein only by the giving of 30 days period, terminate, otherwise it shall continue in full force and effect.

SANITATION AND FOOD HANDLING REQUIREMENTS

The provider shall comply with all Federal, State, and local laws and regulations governing the preparation, 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.

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), door cabinets, counters, and the like, shall be clean and sanitary.

The provider shall, as part of its bid proposal, provide the project with a written kitchen audit by an independent qualified sanitarian, validating the safe maximum meal production load for the provider's kitchen facility (ies). 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 (ies).

The provider shall maintain a written documented formal sanitation program which meets or exceeds the minimum requirements of State, Federal, municipal or other agencies authorized to inspect or accredit the food of the project at the latter's discretion. The provider shall provide regular, documented in-services regarding sanitation and food handling to its employees involved in the preparation, handling and storage of food. Additionally, the provider shall present no fewer than two trainings per year for project staff or volunteers, as designated by the project, trainings on sanitation and food handling issues.

The provider will report the location in or adjacent to Massachusetts of its current food preparation sites and submit a copy of the most recent inspection report by State or local health departments of the preparation sites to be utilized under the proposed contract.

Cook/Chill or Cook/Chill/ Rethermalization systems may only be used if the kitchen location is within Massachusetts.

Each meal served must contain required one-third of the current Recommended Dietary Allowances as established by the Food and Nutrition Board, Commission on Life Sciences, National Research Council and must meet the STANDARDS AND POLICIES FOR THE MASSACHUSETTS ELDERLY NUTRITION PROGRAM outlined by the Elder Affairs.

The project shall have the right and authority:

1. To develop and supply to the provider, prior to the beginning of operations, under this agreement, specifications for the food, which the provider is to use in the meals, and other food prepared for the project.

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 project.

3. To have access to the provider's purchase records, bearing upon the food purchased for the project, for review and audit, as necessary.

4. To supply and approve the menus and recipes for meals and other food to be delivered so as to ensure compliance with the Elder Affairs; to inspect the meals delivered to determine compliance with the Elder Affairs' meal type requirements; and to withhold payment for meals not meeting prescribed requirements.

5. To inspect, at any time, the provider's food preparation, packaging and storage area to determine the adequacy of the cleaning, sanitation, and maintenance practices.

6. 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.

    a. Temperatures must be taken before food leaves the kitchen and documented. Temperatures and provider vehicle condition will be subject to daily checks by the project's staff or personnel and the provider's failure to comply with these requirements will result in returned food.

The following temperature requirements must be maintained:

- Hot foods shall be cooked to and packed at a temperature of at least 165 F and delivered in temperature-retaining containers, serving temperature to be at least 140 F. Potentially hazardous foods that are to be served hot and have been previously cooked and then refrigerated shall be reheated rapidly to an internal temperature of 165 F or higher.

- Cold foods shall be kept at 41 F or below during transportation, storage and serving. Potentially hazardous foods that are to be served cold must be transported pre-chilled and held at a temperature of 41 F or below.

- Frozen foods shall be kept frozen and held at air temperatures of 0 F or below during packing, transportation and storage except for defrost cycles and brief periods of loading or unloading.

- Raw fruits and vegetables may be held at room temperature.

USDA COMMODITY FOODS

The provider shall utilize all USDA Commodity Foods made available and to credit the nutrition project at full commodity value. Appropriate records commodity credits and cash must be maintained.

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

GROUP PURCHASING PROGRAM

(PLEASE NOTE THIS IMPORTANT REQUIREMENT THAT MAY AFFECT YOUR STATUS AS A MEAL PROVIDER).

The provider must agree to utilize the Elder Affairs Group Purchasing Agreement Program. This means that the provider will utilize the Group Purchasing Agreement Program's foods. to the extent and frequency set forth in the Elder Affairs' STANDARDS AND POLICIES FOR THE MASSACHUSETTS ELDERLY NUTRITION PROGRAM which are incorporated herein by reference.

The provider shall make payment directly to the commercial distributor designed by Elder Affairs under the Group Purchasing Agreement Program within (30) days of receiving shipment. In the event that the Provider cannot or does not make payment within thirty (30) days of receiving shipment, either the Commercial Distributor or the provider shall notify the Nutrition Project and Elder Affairs of this fact as soon as possible.

Personnel

1. Food Service Manager - The provider shall maintain at least 1 competent, full time food service manager/supervisor whose responsibility is the execution of the meal service program. The manager must be free to visit meal sites frequently and be daily available and responsive to monitor food service related problems and concerns. When meals exceed 3,500, additional daily operational managers may be required if requested by the project.

2. Nutritionist - The provider shall maintain on its staff a qualified nutritionist. The nutritionist 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 i.e., sanitation training.

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

4. Provider personnel shall always present themselves in a clean and professional appearance. The utilization of uniforms is encouraged.

5. All management-level employees shall be employed by the provider, who shall specify the number of such employees and their titles. The provider's organizational chart shall accompany a bid for food service catering.

6. The project shall provide other employees and personnel as it may deem necessary for the on-site service of the meals and maintenance.

7. The project shall furnish the provider with a list of all sites with addresses and the following: number of serving days, number of congregate meals and number of home delivered meals.

LOCATION OF FOOD PREPARATION KITCHEN(S)

In addition to evaluating all other criteria, the Nutrition Project shall review whether or not the bidder's kitchen(s) for preparing food under this agreement is/are located within sixty (60) miles of the furthest location at which such foods shall be served to program participants in each particular project area. If such kitchen(s) are beyond sixty (60) mile distance and that bidder is selected to receive the contract, the Nutrition Project must be prepared to justify to EOEA the reasons for selection of such bidder.

TRANSPORTATION OF FOOD

Bidders shall submit with their bid, information concerning the type, number, model, year and condition of the vehicles to be used in the nutrition program. The information should also indicate whether these vehicles are capable of transporting all equipment owned by the project.

At the beginning of the contract year the project and the provider will set up a definite delivery schedule. It is the provider's responsibility to assure that home delivered meals arrive at the drop off locations at the temperatures specified within this Agreement.

The provider should take all necessary measures for the protection of the clod packs i.e., by use of heat seal packaging and/or wax lunch bags, etc. The project will assume responsibility for maintaining the temperature of home delivered meals on route to the homes.

The project will be responsible for the purchase of all food delivery containers/carriers.

1. **Congregate Meals**: Food shall be delivered for use at congregate sites in bulk. It 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, aluminum foil and/or metal lids.

The provider shall deliver all foods in supplied appropriate containers to specified locations in such a manner that the food may in clean and sanitary conditions. Temperatures must be taken before food leaves the kitchen and at arrival to sites and documented.

2. **Home Delivered Meals**: It is the Provider's responsibility to assure the meals arrive at the central pick-up point at the appropriate temperatures. The Project will be responsible to maintain the temperatures of the home delivered meals on route to the homes.

EQUIPMENT AND SUPPLIES

Adequate hot and cold food delivery equipment shall be purchased, owned and supplied to the provider by the project. Only the project will purchase any additional or replacement equipment. An inventory of existing equipment will be taken and verified jointly by the project and the provider at the commencement of operations. At the termination of operations, all equipment owned by the project shall be returned in acceptable condition.

Closed insulated carriers only may be used, none with an open flame or sterno. These must maintain a temperature of over 140 degrees for at least three hours.

RESERVATION SYSTEM

The provider shall accept meal count changes up to 24 hours prior to meal service. All Projects shall have a minimum 24-hour documented reservation system in place.

Meals ordered should match the number of meals expected to be served as closely as possible under the 24-hour reservations system. If extra meals should be available because of the absence of scheduled participants, seconds may be served to be eaten at the site. Hot cooked or other prepared food must not be taken from the site by participants, and if not eaten at the site must be discarded.

EMERGENCY PROCEDURES

The provider shall provide immediate reimbursement for any out-of-pocket expenses incurred by the Project when replacing part or all of a meal that is not delivered or is not wholesome. The project shall pay the provider for the meals provide and shall bill the provider for expenses incurred for replacement food.

It is the responsibility of the Provider and the Project to notify each other prior to 6:30 a.m. of a site closing due to hazardous weather. Any food already prepared will be promptly 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 primarily

with the provider. However, the provider may negotiate with the project to help pay some of these costs.

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 the prior written consent of the project 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 will submit a copy of the most recent financial statements to reflect its capabilities to maintain operators satisfactory for the contract period.

The provider shall not assign or subcontract any interest in this Agreement without the prior written consent of the project, provided that, claims for money due or to become due to the provider from the project under this Agreement may be assigned to a bank, trust company or other financial institution without such promptly to the project.

The provider shall not knowingly employ, compensate, or arrange to compensate any employee of the project during the term of this Agreement without the prior written approval of the project.

This Agreement may be amended only by written document signed by persons authorized to bind in contract the project and the provider. All amendments must be attached to this Agreement.

Unless otherwise specified herein, any notice, approval, request or demand thereunder from either party to the other shall be in writing and all bee 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.

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 project, submit to the project proof of any such license, certification, permit or accreditation.

All attachments to this Agreement are deemed to be 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.

MEAL COST ANALYSIS

Number of Meals

The bid must submit a range of meals per day utilizing the attached Meals Cost Analysis form provided within this document.

The number of meals category will range from approximately 100 meals below the project's current rate to 100 meals above the current rate. The number of daily meals, which a project anticipates over the duration of the contract, should take into account possible fluctuations in funding levels from state and other sources.

The project may issue either a single bid or a consortium bid with another project(s) or both. However, a project may not issue a bid request which allows bidders to elect the type of bid (i.e., joint or single) they shall respond to. This stipulation is intended to avoid circumstances wherein a project can not properly compare submitted bid proposals due to varying assumptions on the number of meals to be provided and other requirements which would differ between joint and single bids.

Unanticipated expansion of meal sites 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 per meal shall be adjusted, by negotiation with the project, to take these changes into account.

Determining Base Cost

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

1. Raw Food Cost - All menu specifications as listed, including condiments.

2. Labor Cost - Production, Preparation, Service, Packaging, Food Service Management, Transportation Labor (drivers), and Nutritionist.

3. Administration - Administrative Salaries, Travel, Fees, Insurance, Office Supplies, Postage, Printing, Misc., Rent, Utilities, Telephone, Maintenance, Equipment Repairs, Small Equipment, Garbage Collection, Extermination, Trainings.

4. Transportation - Gas, Oil, Van Maintenance, Depreciation, Insurance (van).

5. Disposable Cost - Disposables, Napkins, Wrap, Site Supplies, Misc. Includes storage and handling of disposables unless project picks-up and stores own disposables.

Disposables

If disposables are included in the meal cost a separate cost sheet should be attached with the samples of the products. The sheet should show the cost per unit for the item (divide the number of items in the case by the cost per case). The provider should also list his percentage cost for the handling and distribution of disposables.

NUTRITION PROGRAM'S RIGHT TO SELF-PURCHASE

The project reserves the right to self-purchase individual meal products, such as hot beverages, disposables and site supplies directly from the purveyor instead of from the provider. If the purchase is from the purveyor or the caterer provider, the provider will be responsible for receiving, storing, securing and distributing products to meal sites. Storage and distribution cost is separates from the Base Cost. (Enter percentage for this service in the disposables line on meal cost analysis sheet).