

**BID SPECIFICATIONS**

**For The**

**NUTRITION PROGRAM**

**TITLE III-C**

**OLDER AMERICANS ACT**

**COASTLINE ELDERLY SERVICES, INC.**

**863 Belleville Avenue**

**NEW BEDFORD, MA 02745**

**In accordance with**

**STANDARDS AND POLICIES**

**FOR THE**

**MASSACHUSETTS**

**ELDERLY NUTRITION PROGRAM**

**Executive Office of Elder Affairs**

**Commonwealth of Massachusetts**

 **2024**

LEGAL NOTICE

INVITATION TO BIDDERS FOR FOOD SERVICE CONTRACT

SEALED BIDS ARE HEREBY SOLICITED FOR THE PREPARATION OF MEALS FOR THE NUTRITION PROGRAM OF COASTLINE ELDERLY SERVICES, INC. LOCATED AT 863 BELLEVILLE AVENUE, NEW BEDFORD, MA 02745. FOR A CONTRACT PERIOD BEGINNING OCTOBER 1ST, 2024 THROUGH SEPTEMBER 30TH, 2027 AND RENEWABLE ON AN ANNUAL BASIS THROUGH SEPTEMBER 30TH, 2029. THE AVERAGE DAILY NUMBER OF MEALS SERVED FROM OCTOBER 1ST, 2022 THOUGH SEPTEMBER 30TH, 2023 WAS 1,691. THE NUMBER OF MEALS WILL RANGE GENERALLY PLUS OR MINUS 100 FOR THE MAJORITY OF SERVICE DAYS.

BIDS MUST BE SUBMITTED IN TRIPLICATE AND ENCLOSED IN A SEALED ENVELOP MARKED “SEALED BID” AND ADDRESSED TO: GERAMI PACHCEO, ELDER NUTRITION PROGRAM DIRECTOR, COASTLINE ELDERY SERVICES, 863 BELLEVILLE AVENUE, NEW BEDFORD, MA 02745.

BID SPECIFICATIONS CAN BE OBTAINED FROM: GERAMI PACHCEO, ELDER NUTRITION PROGRAM DIRECTOR, COASTLINE ELDERY SERVICES, 863 BELLEVILLE AVENUE, NEW BEDFORD, MA 02745.

TELEPHONE 774-510-5298. GPACHECO@COASTLINENB.ORG

A BIDDER’S CONFERENCE WILL BE HELD ON TUESDAY A MAY 7TH, 2024 AT 11 AM AT THE OFFICES OF BRISTOL ELDERLY SERVICES, INC. 1 FATHER DEVALLES BLVD #8, FALL RIVER, MA 02723. THE PURPOSE OF THIS CONFERENCE IS TO GIVE AN EQUAL OPPORTUNITY FOR CLARIFICATION OF SPECIFICATIONS TO ALL POTENTIAL BIDDERS. IF YOU HAVE QUESTIONS REGARDING THE SPECIFICATIONS, RESERVE THEM FOR THAT OCCASION.

LETTERS OF INTENT WILL BE ACCEPTED UP UNTIL 3PM ON FRIDAY JUNE 7TH.

SEALED BIDS WILL BE ACCEPTED UP UNTIL 3 PM ON FRIDAY JULY 12TH, 2024. BIDS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED. ANY BID WHICH IS INCOMPLETE OR NOT PROPERLY ENDORSED OR SIGNED WILL BE REJECTED.

COASTLINE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

# NOTICE TO BIDDERS

SEALED PROPOSALS ARE HEREBY SOLICITED FOR THE PREPARATION OF MEALS TITLE III-C NUTRITION PROGRAM, IN ACCORDANCE WITH SPECIFICATIONS.

PROPOSALS MUST BE SUBMITTED IN TRIPLICATE AND ENCLOSED IN A SEALED ENVELOPE MARKED “SEALED BID” AND ADDRESSED TO:

NUTRITION DEPARTMENT

 Coastline Elderly Services, Inc.

 863 Belleville Avenue,

 New Bedford, MA 02745

 Attn: Gerami Pacheco, ENP Director

A Bidders conference will be held on Wednesday May7th, 2024 at 11am at the offices of

 Bristol Elderly Services, Inc. 1 Father Devalles Blvd #8, Fall River, MA 02723

A Letter of Intent is due on Friday, June 7th , 2024 before close of business at the offices of Coastline Elderly Services, Inc. 863 Belleville Avenue, New Bedford, MA 02745

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 3PM Friday, July 12th, 2024. Bids that are mailed must be postmarked no later than July 12th, 2024. Bids received after that date endorsed or signed will be rejected.

# TIMELINE FOR BID PROCESS

Friday, May 3rd, 2024 Draft Review to CFO & CEO

Sunday-Tuesday May 5-7th Legal Notice In Standard Times/Online

Tuesday, May 7th ,2024 Bristol Elders Catering Conference

Wednesday, May 8th ,2024 BOD Appoint an Ad Hoc Committe

Friday, May 10th , 2024 Attorney Review

Tuesday, May 28th , 2024 EOEA Review ( not required)

Friday, June 7nd, 2024 Letter of Intent Due

Friday, July 12th , 2024 Bids Due NLT 4PM EST.

Mon -Fri July 15 -19, 2024 Ad Hoc Committee Review

Monday, July 22nd, 2024 Ad Hoc Final Recommendation

Tuesday, July 23rd, 2024 EOEA Decision Review

Tuesday, July 30th ,2024 Advisory Committee Vote

Tuesday, July 30th, 2024 BOD Vote

Wednesday, July 31, 2024 Announcement of Award

Tuesday, October 1, 2024 New Contract Commences

# FACTORS IN SELECTING THE PROVIDER

1. Meal Cost Analysis and Four Week Cycle Menu Analysis.
2. Type of service offered.
3. Experience and reputation of bidder.
4. Contract history for the past 10 years (e.g. termination, cancelation)
5. Financial stability of bidder.
6. Degree of staff supervision.
7. Location and Food Production Facility.
8. Ability to perform according to the requirements set forth.
9. Ability to use USDA Commodity Foods.

Coastline Elderly Services, Inc. RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IF IN THE PUBLIC INTEREST TO DO SO.

# 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 of 1965, as amended 2006. Coastline Elderly Services, Inc 863 Belleville Avenue, NEW BEDFORD, MA 02745 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

Coastline Elderly Services, Inc. (Coastline) is a non-profit organization registered in the Commonwealth of Massachusetts and is exempt from Federal, State and local taxes. Coastline is designated as an Aging Access Point (ASAP) and an Area Agency on Aging (AAA) as defined in Massachusetts General Law Ch. 19, S4B and the Older American Act of 1965, as amended in 2006.

 All bids shall be subject to review and acceptance by

Coastline Elderly Services, Inc, The Executive Office of Elder Affairs, and the 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 Coastline’s Board of Directors 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. Coastline 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 Program 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 program, 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 project contract with a food catering contractor (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 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 project’s 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 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) day 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) day 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 than 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:

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: and
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 benefiting from Federal Financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons; and
3. 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.
4. 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:

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; and
2. 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.
3. 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.
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 qualifies 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, 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.
7. 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:
	1. placing qualified small and minority businesses and women’s business enterprises on solicitation lists; and assuring that small and minority businesses, and
	2. 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 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 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 provider which are directly pertinent to the specific project 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 (12th) 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 Executive Office of 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 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.
	1. 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 135°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 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 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 Project and Elder Affairs of this fact as soon as possible.

**PROVIDER PERSONNEL**

1. Food Service Manager - The provider shall maintain at least one 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 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 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 project must be prepared to justify to Elder Affairs 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. 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.

 It is the provider’s responsibility to assure that food items arrive at the drop off locations at the temperatures specified within this Agreement. The Project shall record the temperatures of the food items apon arrival at the drop off location.

The provider should take all necessary measures for the protection of the cold 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 arrives in clean and sanitary conditions.

Temperatures must be taken before food leaves the kitchen and at arrival to sites and documented.

1. **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.

The provider shall deliver all foods in supplied appropriate containers to specified locations in such a manner that the food arrives in clean and sanitary conditions.

Temperatures must be taken before food leaves the kitchen and at arrival to sites and documented.

# 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 135F 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 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.

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 types, sites or other factors which may increase the number of meals, or similar events which may 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).

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.

# 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 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).

 The project will use the Elder Affairs’ contracted line of frozen meals purchased through Original Crispy Pizza, Lincoln, RI, as available.

 The provider shall order and deliver the frozen meals and frozen meal packs according to a specific menu prepared by the program and the provider for puree, clinical, weekend and holidays or as requested by program. The provider will be reimbursed for the cost of the frozen meal (plus the cost of the cold pack, if applicable), plus a handling fee not to exceed 3%. Frozen meals will be considered part of the total meals purchased reflected in the daily Meal Cost Matrix.

# PANS AND POUCHES

 The provider shall make a return trip to the sites to pick up dirty pans and route pouches after meal service as determined in the planned route. Pouches will be delivered to Coastline Elderly Services, Inc. 863 Belleville Avenue, New Bedford, MA 02745 daily as determined in the planned route.

# TRASH

 The provider shall be responsible for the removal of recyclables and trash from all congregate sites.

# SPECIAL MENUS For Home Delivered Meals (HDM) AND CONGREGATE

 Menus celebrating monthly birthday, National Holidays, Valentine’s Day, Flag Day, Halloween, March for Meals, National Nutrition Events, and other predetermined events shall feature special higher cost menu items.

# CONGREGATE SITE EVENT MENUS

 A selective seasonal event menu with cultural and ethnic options will be available to provide additional choices for activities and programing supported by the program. i.e.: BBQ, Cabo Verde, Portuguese, Latino/Spanish. It may include self-serve food bar options. Events may require unique menus that are different than the daily menu.

# ALTERNATE CYCLE MENU

 A two week cycle menu will be available for congregate meal sites to offer a daily choice to participants. Menu components are to include soup, sandwich or salad, milk and dessert of the day with a standard non seafood replacement when both menus feature seafood.

# MENUS REQUIRED

 Home Delivered Meals (HDM)

 Regular with Reduced Concentrated Sweet (RCS) dessert alternative as required.

 Breakfast, universal, cycle

 Renal, frozen, cycle

 Puree, frozen, cycle

 Low Lactose, cycle

 Congregate Meals

 Regular with Reduced Concentrated Sweet (RCS) dessert alternative as required.

 Alternate Meal, Two Week Cycle

 Event Menu

**Attachments**

1. Nutrition Standards 2020
2. Meal Cost Analysis
3. Four Week Menu Analysis (4 pages)
4. Delivery Routes
5. Actual Daily Count, December 4th – 8th, 2023 (5 pages)
6. Monthly and Daily Average FFY 2023 ( Oct. 1, 2022 TO Sept. 30, 2023)
7. February 2024 Regular Menu with RCS dessert alternative
8. Two Week Cycle Alternate Menu
9. One Week Cycle HDM Breakfast Menu
10. Regular Menu Development Notes for Operational Practices
11. Business Associate Agreement