



TITLE III-C OLDER AMERICANS ACT
NUTRITION PROGRAM CATERING SERVICES SPECIFICATIONS
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027

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, Inc. (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 older adults within the service area. Besides promoting better health and nutrition, this program is meant to reduce isolation, promote safety, and provide a means for older adults to gain access into the broader aging services network.

WMEC 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 WMEC best demonstrates the ability to produce and deliver nutritional meals meeting all specifications and criteria as set forth in the accompanying sections of this document.

**A Bidder's Conference will be held in person on Thursday May 9, 2024 at 11:00 a.m. at:
WestMass ElderCare, Inc., 4 Valley Mill Road, Holyoke, MA 01040**

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 or email them to nutritionrfp@wmeldercare.org.

Sealed bids will be accepted until Friday, May 24, 2024, at 1:00 p.m. Bids received after that date and time will be rejected. The notification of the contract award, if any, will be made on or before Wednesday, July 31, 2024.

WMEC reserves the right to reject any or all bids, call for new bids, and waive any formality in the bidding process. 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 highly encouraged. For more information, or to register your business in the Supplier Diversity Program, please visit <https://www.mass.gov/supplier-diversity-program-sdp>.

BID SPECIFICATIONS TABLE OF CONTENTS **Page**

I.	General Service Provisions	4
II.	Bid Preparation and Selection Process	5
III.	Performance Bond	7
IV.	Timetable and Basis for Contract Award	7
V.	Food Related Specifications	7
VI.	Meal Types	8
VII.	Food Sanitation and Handling Requirements	10
VIII.	Food Delivery	11
IX.	Non-Food Specifications	13
X.	Administrative Requirements	15
XI.	Preparing the Meal Cost Analysis	22

ATTACHMENTS

- A1. Meal Cost Analysis for Meal Volume 1-1799 meals
- A2. Meal Cost Analysis for Meal Volume 1800-3599 meals
- B. Meal Cost Billing Rate
- C. Community Table meal site locations
- D. Average Daily Meal Counts
- E. Standards and Policies for the Massachusetts Elderly Nutrition Program.

I. GENERAL SERVICE PROVISIONS

WMEC's contract with a Provider for the preparation of meals for older adults and persons with disabilities under Title III-C 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 older adults and persons with disabilities of WMEC (WMEC). WMEC, 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 WMEC 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 1100 home delivered meals per day including weekends on average, and an additional 55 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 WMEC in good faith. Other communities, meal-sites, types of service and service days per week may be added or deleted by WMEC, at its discretion.

The Provider is encouraged 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 ask questions pertaining to the operation and bidding process at the scheduled Bidder's Conference. Bidders will have the opportunity to observe current operations upon request, however new and innovative cost saving measures and procedures are encouraged in the application. Outside of the Bidder's Conference, only written questions will be accepted via email, addressed to rfpnutrition@wmeldercare.org, until Friday May 10, 2024. Answers to submitted questions will be posted on wmeldercare.org by Friday, May 17, 2024.
- B. Providers must submit to WMEC one original and three (3) copies of the sealed Bid by Friday, May 24, 2024, and must be 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, Inc., 4 Valley Mill Rd., Holyoke, MA 01040.
- C. All bids shall be subject to review and acceptance by WMEC.
- D. WMEC Citizens' Advisory Council, Board of Directors, and EOEA reserve the right to review and comment upon all bids received and the agency's evaluation of the bids before a final recommendation is presented to the WMEC Board of Directors for a decision.
- E. 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 submission deadline upon the expressed written request from WMEC.
- F. WMEC may conduct an unannounced and/or announced site visit, to a Provider's production facilities, to assess food quality and sanitation standards.
- G. WMEC Board of Directors reserves all rights, including the right to reject any and all bids, or call for new bids as it may determine in its own best interest.
- H. Evaluation of bids will be based on the following factors
 1. Competitive Pricing
 2. Quality of Food
 3. Safety, sanitation and HACCP practices
 4. Administrative costs and practices
 5. Experience and reputation of bidder
 6. Financial stability of bidder
 7. Accountability and reliability of bidder
 8. Degree of staffing and supervision
 9. Ability to provide culturally tailored and medically tailored meals
 10. Ability to control costs (adhere to raw food cost, not overproduce, proactive suggestions to control costs, bulk purchasing power, work efficiently, etc.)

11. Ability to use USDA commodity foods and group purchasing
 12. Location, capacity and practicability of food production facility
 13. Meal cost analysis
 14. Strength of contract and purveyor references
 15. Contract history for past 10 years (e.g. Terminations, cancellations, contract fulfillment)
 16. Type of service offered
 17. Ability to perform according to the requirements set forth in these bid specifications
 18. Registered status as 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)
- I. Awards shall be made to the Provider whose proposal is most advantageous to WMEC according to the factors set forth in Section II, Letter H. 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.
- J. WMEC reserves the right to reject any and all proposals.
- K. The following items must be submitted with the bid proposal in the following order:
1. Cover letter
 2. Brief description and history of your organization, highlighting any experience with nutrition programs serving older adults
 3. 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
 4. The location of the food preparation facility where the Title IIIC meals will be produced; also include the available kitchen equipment that will be used, as well as a list of equipment which would be needed
 5. A list of food preparation contracts operated from the proposed kitchen facility, noting the number of meals prepared for each contract
 6. Brief description of your organization's capability and methods for food preparation, transport and delivery as pertains to this program
 7. Information concerning the type, number, model, year and condition of vehicles to be used, as well as the capability of the vehicle to transport WMEC's equipment
 8. A four week sample menu
 9. Meal Cost Analysis (Attachment D1 and D2)
 10. Meal Cost Billing Rate (Attachment E)
 11. A written kitchen audit by an independent qualified sanitarian, validating current capacity for safe maximum meal production at the provider's proposed kitchen facility

12. Sanitation and maintenance procedures, including a HACCP Plan
13. Copies of all health department inspections for the proposed kitchen facility during the past 12 months
14. A copy of the Provider's most recent financial statement which reflects capability to maintain satisfactory operation for the contract period
15. List of current and/or proposed food purveyors
16. List of other clients for whom the Provider has provided services in past years (include dates of service)
17. List of two current contract references and one purveyor reference (include contact information)
18. Copies of appropriate insurance certificates
19. Copy of the Provider's most recent Annual Report (if available)
20. For Providers bidding on a shared menu – Meal Cost Analysis (Attachment A1 and A2) and please note that it is a Shared Menu Cost

III. PERFORMANCE BOND

Within 30 calendar days of the effective date of the contract, the Provider shall procure, submit to WMEC, and maintain a performance bond in the amount of one hundred thousand dollars (\$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 one hundred fifty thousand (\$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 WMEC for its costs in selecting another Provider if and when the Provider terminates this agreement for any reason, other than WMEC'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

WMEC shall endeavor to award a contract on or before Wednesday, July 31, 2024. 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 of Contracts.

V. FOOD RELATED SPECIFICATIONS

- A. Provider must be compliant with the most recent Standards and Policies for the Massachusetts Elderly Nutrition Program, issued on or after January 2020.
- B. Menus must be developed in conjunction with WMEC's Registered Dietitian Nutritionist at a menu meeting 6 weeks prior to the initial use of the menu.

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 WMEC at full commodity value. Appropriate records of commodity credits and cash must be maintained. The Provider shall allow WMEC 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.

VI. MEAL TYPES

WMEC will work collaboratively with the Provider to produce menus and recipes for the following 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 WMEC may offer a meal that contains up to 1500 milligrams. Refer to Standards and Policies for the Massachusetts Elderly Nutrition Program for requirements related to food groups and serving amounts.
- B. Modified for Diabetic Lunch 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 Regular printed menu. Commodity Free Modified Meals are Commodity Free meals with a sugar-free or low-sugar dessert.
- D. Latino Lunch Meal - Menu items must be based on Puerto Rican Latino cuisine with authentic ingredients and recipes appropriate to the Puerto Rican culture 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 while maintaining sodium and other nutrient 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 to the consumer at the time of the lunch meal.
- F. 7 Day Pack Frozen Meals – Boxes of 7 days of complete frozen meals are purchased by WMEC from an outside company determined by the Executive Office of Elder Affairs, shipped to the caterer, and delivered once weekly to WMEC.
- G. Frozen Meals (Weekend and Evening) – Frozen meals are purchased by WMEC from an outside company determined by the Executive Office of Elder Affairs. These meals include Cardiac Supper, Renal Supper, Vegetarian Supper, Puree Supper, Regular Weekend Lunch meals, and weekend versions (lunch and supper) of the Cardiac, Renal, Vegetarian, and Puree meals. Provider is responsible for the milk (or alternative of juice for Renal Supper Meal), bread (or alternative for Puree Meal), and dessert. Meals and sides must comply with

the individual meal type restrictions. They are delivered to the consumer at the time of the weekday lunch meal.

- H. Shelf-stable Emergency Meal (optional and procured/priced separately) - offered by WMEC 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 each fall 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.
- I. Breakfast Meals (optional) – cold packaged breakfast meals are offered five days a week at congregate meal-sites and are delivered with the noon meal.
- J. Cardiac Lunch Meals – Meals that meet the Nutrition Standards requirements with the following exceptions per meal (including the side bag): Sodium content must be less 500-600 mg, fat content must not exceed 20 g total fat, and saturated fat must not exceed 6 g OR nutrient restrictions as defined in the Nutrition Standards. Bread used in the cold bag must contain less than 105 mg sodium/slice and the dessert must be a low sodium item option. WMEC requests that these meals are homemade and not frozen. Items on the Renal and Cardiac Lunch meal trays may be the same, but the items in the side bag will be different as determined by their unique nutrient restrictions.
- K. Renal Lunch Meals – Meals that meet the Nutrition Standards requirements with the following exceptions per meal (including the side bag): sodium content must be less than 500-600 mg, potassium content must be less than 800 mg, and phosphorus content must be less than 350 mg OR nutrient restrictions as defined in the Nutrition Standards. Due to the dietary restrictions, these meals do not include milk and do not include items with additives containing phosphorus or potassium. Approved juice will be provided instead of milk. Renal diet-appropriate approved dessert will accompany the meal. WMEC requests that these meals are homemade and not frozen. Items on the Renal and Cardiac Lunch meal trays may be the same, but the items in the side bag will be different as determined by their unique nutrient restrictions.
- L. Vegetarian Lunch Meals – Meals will follow a meal pattern acceptable for a lacto-ovo vegetarian diet and must meet the nutrition requirements for protein. Legumes, dairy, eggs, and soy products will be the main protein sources for these meals.
- M. Puree Lunch Meals – The regular lunch meal will be blended to a pudding-like consistency (International Dysphagia Diet Standard Initiative Level 4). 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. Juice will be provided instead of bread.

- N. 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.
- O. Ground Meals – Meals provided will follow a dental ground diet for people with difficulty chewing, and will include food that is soft and minced/ground. Meals may include a whole slice of soft bread.
- P. Low Lactose – Meals must avoid ingredients high in lactose like milk. This meal must include a calcium-rich, low lactose alternative to regular milk like lactose-free milk. Due to the variability in tolerance, foods containing a small amount of lactose, including cheese and yogurt will also be limited or avoided. A low lactose alternative to butter will be provided in the meal bags.

VII. FOOD SANITATION AND HANDLING REQUIREMENTS

- A. The Provider shall comply with all EOEA, Federal, State and local laws and regulations governing the preparation, handling and transporting of food; procure and keep, in effect, all necessary licenses, permits, allergen awareness certifications, and food handler's cards as required by law; and post such licenses, permits, certifications and cards in a prominent place within the meal preparation area, as required.
- 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. Open items must include a label with a use-by date. Any open items in inventory not used by this date must be discarded.
- C. WMEC 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 WMEC will be available for review and audit as necessary.
- D. WMEC will work collaboratively with the Provider to develop menus and recipes for meals that ensure compliance with the EOEA Nutrition Standards. WMEC will inspect meals delivered to determine compliance with Dept. of Health and Human Services and EOEA's Nutrition Standards meal type requirements; and withhold payment for meals not meeting prescribed requirements.
- E. WMEC 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; and 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. WMEC shall promptly initiate investigations by local health authorities whenever complaints occur involving two or more persons who manifest the symptoms of foodborne illness within a similar time frame after consuming the Title IIIC meals, and notify EOEI within 24 hours about the investigative actions taken. If food spoilage or contamination is suspected, the food should not be served/delivered.
- G. WMEC shall have the right to access the Provider's purchase records, bearing upon the food purchased for WMEC, for review and audit as necessary.
- H. The Provider shall provide WMEC with a written kitchen audit by an independent, qualified sanitarian validating current capacity for safe maximum meal production at the provider's proposed 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.
- I. 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. HACCP temperature charts must be kept at all times, completed daily, and available for review. The Provider must provide regular, documented in-service trainings regarding sanitation and food handling to its employees involved in the preparation, handling and storage of food.
- J. The Provider shall freeze a dated and labeled sample meal for every meal type provided to the program daily, which shall be retained for a period of one week.
- K. The Provider will report the location of its current food preparation sites, and submit a copy of the most recent inspection report by the State or local health department of the preparation sites to be utilized under the proposed contract. Board of Health inspection reports must be submitted to WMEC by the Provider within 7 business days of the inspection.

VIII. FOOD DELIVERY

- A. Food temperature must be maintained per Nutrition Standards. HACCP procedures must be followed, and temperatures documented throughout the delivery process for home delivered meals and congregate meals.
- B. WMEC 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, WMEC shall be reimbursed for all costs incurred in procuring replacement food to include:

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

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

- C. Home Delivered Meals will be prepared following appropriate cook/chill methods and will be delivered chilled to WMEC kitchen.
- D. Community Table Meal Delivery:
- a. Community Table meals may be transported chilled to WMEC kitchen and may be reheated by Provider staff at WMEC kitchen, but must be delivered hot and family-style to the Community Table sites.
 - b. The Provider must have the capability and qualifications to prepare and package the meals and deliver them to meal-sites in appropriate containers at times to be established by WMEC. Food shall be packaged for delivery to nutrition sites in bulk by site, and/or prepackaged as requested by WMEC.
 - c. It is the Provider's responsibility to assure that the meals arrive at the sites at the required temperatures. Temperatures must be taken before food leaves the caterer's kitchen, upon arrival to the WMEC kitchen, immediately before the food leaves the WMEC kitchen for the Community Table sites (not as food is removed from the oven or while it is in a steam table), and at arrival to sites and documented. HACCP temperature charts must be utilized. The Provider will record arrival temperatures which must be verified with the Manager on location before the Provider leaves each Community Table sites.
 - d. Anticipated serving times at Community Table sites will be from 11:00 a.m. to 12:30 p.m. and pick-up times from 12:30 p.m. to 2:00 p.m. Arrangements may be made with Community Table sites for trash and overnight storage of cambros and coolers in order to eliminate the need for same-day pick-up. At the beginning of the contract year WMEC and the Provider will set up a definite delivery schedule.
 - e. Delivery personnel must be trained to maintain continuity in delivery of meals to the Community Table sites at all times. The Provider is expected to supply the necessary delivery vehicles and must have a written contingency plan for deliveries in case of unforeseen circumstances.

IX. NON-FOOD SPECIFICATIONS

A. EQUIPMENT

1. WMEC shall be responsible for the purchase of all food delivery containers/carriers, however if the Provider has adequate equipment, it can be utilized with WMEC's prior written approval. Only WMEC will purchase any additional or replacement equipment. An inventory of existing equipment owned and available to the Provider will be taken at the commencement of operations and a copy will be provided to Provider upon written request.
2. The Provider shall be responsible for keeping the equipment in functional and working order, as well as for the replacement of all missing or damaged equipment either by the purchase of new equipment or with cash, at the sole election of WMEC.
3. In the event the Contract is terminated or not renewed, the Provider will return all equipment owned by WMEC that was under the jurisdiction of the Provider back to WMEC in good working order.

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. WMEC does not allow Styrofoam packaging supplies.
2. Disposables required for Community Table sites will be purchased by WMEC and delivered by the Provider.
3. Hot and cold meals are recommended to be packed using the Oliver Tray System. Current state pricing is available upon request. Provider can order Oliver Products directly at State pricing or propose an alternate system and pricing.

C. MEAL ORDERING

1. WMEC will furnish the Provider with the meal count for Community Table locations and home delivered meals by 12:00 pm on the business day prior to service by fax or email.
2. Meals ordered must match the number of meals delivered. Home delivered meals will be counted by Provider upon arrival at WMEC. WMEC will have the option of verifying meal counts on a daily basis.
3. 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.

D. EMERGENCY PROCEDURES

1. WMEC will notify the Provider by 6:00 a.m., or earlier if necessary, of site closing(s) due to hazardous weather or other unforeseen events (i.e. loss of power, public health-related closings, etc). 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 WMEC. If consecutive day cancellations occur due to weather or other unforeseen circumstances, WMEC and the Provider will collaborate on menu adjustments as needed.
2. The Provider shall stock emergency canned or frozen foods in the event of a shortage or spoiled food, or when the Provider is not available to replace the food.

E. PERSONNEL

1. Food Service Manager - the Provider shall maintain a qualified full-time Food Service Manager who is the main person responsible for the execution of WMEC meal service program. The Food Service Manager must be available to visit meal sites upon request and be and responsive to food service related problems and concerns as they arise. The Food Service Manager must attend meetings scheduled by WMEC and make regular site visits in order to monitor and ascertain needs and concerns of the program as determined by the Contract.
2. Registered Dietitian Nutritionist - the Provider shall maintain on its staff a Registered Dietitian 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. WMEC expects the utilization of uniforms and name badges.
6. The Provider must provide management coverage for the Food Service Manager during vacation or extended absences.

F. TRASH AND EQUIPMENT PICKUP

The Provider must arrange for removal of trash daily from meal sites, either through pick up and disposal or making alternate arrangements for trash disposal with the meal sites. Trash may not be transported in the same vehicle as food is transported nor can it be transported with cambros or coolers.

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 WMEC.
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 WMEC, 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. 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, including attorney's fees, suits, claims, demands or actions of any kind and nature arising from or directly attributable to the negligent acts or omissions or theft by its employees, or the negligent acts or omissions of the Provider's agents or employees while in the performance of their duties pursuant to the contract.
2. The Provider shall defend any suit against WMEC alleging personal injury or property damage out of the consumption of meals prepared by the Provider and served by WMEC.

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. WMEC 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/\$3,000,000 aggregate Combined Bodily Injury and Property Damage (Combined Single Limit) Covering Premises/Operations
 - \$1,000,000 per occurrence/\$3,000,000 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 and additional insured, using the Insurance Services Office Accord Form 25. The following revision to the standard cancellation provision on the Certificate of Insurance shall 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 WMEC on the basis of race, color, religion, sex, sexual orientation, gender identity, 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, gender identity, 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-Owned Nonprofit Organizations (M/ NPOs), Women-Owned Nonprofit Organizations (W/NPOs), 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, as amended.

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.
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.

G. METHOD OF PAYMENT/PAYMENT SCHEDULE

1. The Provider will submit to WMEC a monthly invoice and copies of detailed statements of operation authorized by WMEC and upon forms approved by WMEC, no later than the 12th of the month following each month of service. Accounting periods are to align with 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 WMEC shall be due for each calendar month upon the expiration of 30 days after the receipt by WMEC of a proper invoice from the Provider and contingent upon receipt of appropriate funding from EOEA. 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

WMEC 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 initial term of the contract will be for a period of three years, from October 1, 2024 until September 30, 2027 (“Term”). Meals shall be made available to WMEC nutrition program by the Provider for approximately 335 serving days, excluding the following holidays: Columbus Day, Veteran's Day, Thanksgiving, Monday after Thanksgiving, Christmas, New Year's Day, Martin Luther King's Birthday, Presidents Day, Patriot's Day, Memorial Day, Juneteenth, 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. Provided that (1) WMEC is not in default either at the time of the Extension Notice (as hereinafter defined) or at the commencement of an Extension Term (as such term is defined), WMEC shall have two (2) options (each an “Extension Option”) to extend the Term of the contract for an additional one (1) - year each (each an “Extension Term”). WMEC must exercise each Extension Option by providing written notice of election to Provider (the “Extension Notice”) no less than six (6) months prior to the scheduled expiration of the Term, as then existing. Any Extension Term shall be upon the same terms and conditions as are applicable to the Term.
3. WMEC must inform the EOEAA 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 changes by WMEC.
4. Any contract between WMEC and chosen Provider shall provide that, 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.
5. If WMEC 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 have the right to immediately 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 immediate 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 notwithstanding anything to the contrary contained herein, can occur within the first 30 days of the Agreement.
6. In addition to the foregoing, WMEC may terminate the Agreement for Provider’s non-compliance with the terms of the Agreement, either in whole or in part. Prior to terminating

- this Agreement pursuant to this sub-section WMEC 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, then WMEC may at any time thereafter terminate this Agreement by furnishing the Provider with written notice at least ten (10) days prior to the effective date of termination.
7. The Provider may terminate this Agreement prior to its expiration date if WMEC fails to comply with any material provision of this Agreement. Prior to terminating this Agreement pursuant to this sub-section, Provider shall notify WMEC, in writing, of the specific areas of non-compliance. WMEC shall have a period of forty-five (45) days from the date notice is received by it from Provider, to restore compliance. If WMEC has not restored compliance within such 45-day period, then Provider may at any time thereafter terminate this Agreement by furnishing WMEC with written notice of termination at least 30 days prior to the effective date of termination. Upon termination, 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 WMEC covering services rendered, not later than 60 days after the date of termination.
 8. If the Provider terminates this Agreement and fails to provide the notice required under Item 7 above, WMEC reserves the right to retain, as a penalty, an amount otherwise payable to the Provider as compensation for services rendered. Such amount shall be equal to that sum owed to the Provider by WMEC for the calendar month which preceded the effective date of the Provider's termination. EOE shall approve the use of these funds by WMEC to offset the costs incurred by WMEC in the transition to a new Provider on short notice.
 9. WMEC 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.
 10. WMEC 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.
 11. Final contract agreement may be amended only by written documents signed by persons authorized to bind the Provider and WMEC 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 WMEC, 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 WMEC.

J. ASSIGNMENT AND SUBCONTRACT

The Provider shall not assign or subcontract any interest in this Agreement without prior written consent of WMEC, provided that, claims for money due or to become due to the Provider from WMEC 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 WMEC. 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 WMEC.

K. PUBLICITY

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

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, WMEC 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 WMEC during the term of this Agreement without the prior written approval of WMEC.
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 mailbox in a postage prepaid envelope addressed to the other.
3. 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 WMEC's Written Information Security Plan.
4. 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 WMEC, submit to WMEC proof of any such license, certification, permit or accreditation.
5. The Provider will submit a copy of the most recent financial statements to reflect its capabilities to maintain operators satisfactory for the contract period.

XI. PREPARING THE MEAL COST ANALYSIS

After carefully analyzing the specifications in this manual, each Provider is required to list bid quotes on Attachment A1 and A2. (Meal Cost Analysis) and submit as the bid. Each specific meal type should have a separate meal cost analysis sheet. Provider may choose to combine low-volume meal types (such as medically-tailored meals) and submit one meal cost analysis sheet for these meals reflecting an average meal rate. These instructions will assist the Provider on how to fill out the Meal Cost Analysis Sheet, and how the sheet is to be read.

A. NUMBER OF MEALS

The Provider must submit a price for each range of meals/day utilizing the attached Meals Cost Analysis form (Attachment A1 and A2). The number of meals will generally range from approximately 100 meals below to 100 meals above WMEC's current rate. The number of daily meals which WMEC 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 A1 and A2 as needed. Provider may elect to combine pricing of similar meal types (i.e. Cardiac and Renal) or altered meal types that are low in volume (Puree, Chopped, etc.)

Refer to Attachment D for the average number of each type of meal served daily, and then use the columns in Attachment A1 and A2 which most closely reflect the average number of each type of meal served daily. WMEC 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 85/day. WMEC will be analyzing most closely the bids identified in the Attachment A1 columns 1-199.

The average number of Regular Home Delivered Meals is 900/day. WMEC will be analyzing most closely the bids identified in the Attachment A1 columns 800-999 and 1000-1199.

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/meal shall be adjusted by negotiation with WMEC 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), Registered Dietitian Nutritionist services.
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 WMEC 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. 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 the disposables.

9. Per Meal Labor Packaging Cost for Home Delivered Meals - indicate per unit cost of labor to prepackage home delivered meals. This would be in addition to the base cost. Be sure to clarify that this is an additional cost.

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.

C. PRICING FOR MEAL TYPES

Meal Cost Analysis Sheets are required for the following meal types (refer to Meal Types, Section IV for a detailed description of each):

1. Cold Meals - include regular, modified for diabetic, chopped 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 WMEC.
4. Cold Bag Weekend Renal – includes a dessert, slice of bread, and juice or approved alternative.
5. Emergency Shelf Stable Meals (optional)
6. Latino Meals – Include Latino, Latino diet and Latino commodity free meals.
7. Breakfast Meals
8. Hot Congregate meal – served family-style at Community Table sites.
9. Cardiac Meals – lunch if there is a different price; modification of the regular menu when possible
10. Renal Meals – lunch if there is a different price; modification of the regular menu when possible
11. Puree Meals – same as regular menu or approved substitutions when necessary
12. Vegetarian Meals – modification of regular menu when possible
13. Ground Meals – same meal items as the regular menu if possible
14. Low Lactose