

CATERER BID SPECIFICATIONS

for the

SENIOR NUTRITION PROGRAM

**Massachusetts Executive Office of Aging & Independence
2026 Revision**

Page of Definitions for the purposes of this document only

Executive Office of Aging & Independence (AGE) - State agency which receives and allocates Federal and State funding and also determines regulations for Older Adult Nutrition Program.

Area Agency on Aging (AAA) - state-designated agencies that exist to address the needs and concerns of aging individuals at the regional and local levels.

Aging Service Access Point (ASAP) - Contracted with AAAs to provide state funded services and supports to older adults.

Nutrition Program/Program: The nutrition Program provided by an AAA or ASAP.

Providers of Meals/Providers – Catering or commercial kitchen organization contracted with AAA or ASAP to provide meals for the Nutrition Program.

Home Delivered Meal (HDM) - A meal delivered to an eligible person's home or residence.

Congregate Meal – A meal served at a Senior Center, Council on Aging, Faith-based center, Public Library, or another space where eligible persons eat together and socialize during the meal.

Commodity – Food items purchased sourced through the USDA and allocated to Providers for use in older adult nutrition Program.

Frozen Meals - produced by USDA inspected commercial kitchen for use in nutrition Programs. This vendor is selected by and contracted with AGE and all Programs must obtain frozen meals from this source unless AGE issues a waiver.

Consumer – a recipient of a meal, either HDM or congregate.

NOTICE TO BIDDERS

Proposals are hereby solicited for the preparation of meals for the Title III-C nutrition Program, in accordance with specifications.

Proposals must be submitted electronically with subject line "Catering Bid Proposal" to the following email address:

Bids will be accepted up to June 16th 2026 at 4pm. Bids that are mailed must be postmarked no later than June 9th, 2026. Bids received after that date will be rejected.

FACTORS IN BID EVALUATION AND SELECTION PROCESS

- a) Meal Cost Analysis.
- b) Ability to meet MA Nutrition Standards
- c) Experience and reputation of bidder.
- d) Contract history for the past 10 years (e.g. termination, cancellation)
- e) Financial stability of bidder.
- f) Ability to meet quantity requirements
- g) Ability to use USDA Commodity Foods and frozen meals from State Vendor Contract

ELDER SERVICES OF CAPE COD AND THE ISLANDS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IF SUCH BID(S) DO NOT MEET THE NECESSARY REQUIREMENTS FOR THE PROGRAM OR IF IT IS IN THE PUBLIC INTEREST TO DO SO.

SPECIFICATION FOR THE NUTRITION PROGRAM

In accordance with the goals and purposes of the Title III-c Older Adult Nutrition Program established under the Comprehensive Older Americans Act Amendments of 1992, Elder Services of Cape Cod and the Islands, 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, older adult centers, churches, etc. They are also served to homebound older adults within the service area. In addition to nutrition, the Program aims at reducing the isolation of older Americans by providing these meals in a congregate setting whenever possible.

SPECIFIC INFORMATION

All bids shall be subject to review and acceptance by June 16th at 4pm. The Executive Office of Aging & Independence, (AGE) Commonwealth of Massachusetts shall have the rights to review and comment upon all bids received and the agency's evaluation of the bids before a final recommendation is presented to the agency's board for a decision. The detailed evaluation must include the reason for the Provider's selection as well as evaluation criteria and 3- and 5-year budget forecasts. Elder Services of Cape Cod and the Islands reserves all rights and, in particular, the right to reject any and all bids where there are sound business 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 represents the best value for the Commonwealth. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the procurement. A low bid will not necessarily be the deciding factor.

Each nutrition Program contract with a Provider for the preparation of meals for older adults under Title III-C of the Older Americans Act shall include or incorporate by reference the following bid specifications:

All bids shall include evidence of ability and qualifications to prepare and 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.

Elder Services of Cape Cod and the Islands (ESCCI) offer meals for our Meals on Wheels and Congregate dining programs.

For the Meals on Wheels program (MOW), ESCCI is a prepacked chill program. ESCCI offers the following meals: traditional (regular) and modified (diabetic) meals.

For the Congregate Dining program, ESCCI is looking for a bulk chill meal. ESCCI offers the following meals: traditional (regular) and modified (diabetic) meals.

ESCCI will require a staging area for the MOW program. A staging area is a place where ESCCI staff can perform the daily functions of the MOWs program.

TIMETABLE AND BASIS FOR CONTRACT AWARD

Contracts will start October 1st. Consider existing contract end dates and termination provisions when determining when and how to make notifications of new contract awards to ensure there is no gap in the provision of meals or other nutrition services. Unless a more specific provision is set forth herein, any contract entered into between a Nutrition Program 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 than thirty (30) days prior to the termination date.

If the Program 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 Program 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 Program 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 Program 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 Program fails to comply with a material provision of this Agreement. The Provider shall furnish the Program with written notice of termination at least forty five (45) days prior to the effective date of termination.

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

If the Provider shall terminate this Agreement with less than forty five (45) days notice or with no notice to the Program, the Program 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 Program for the calendar month, which preceded the effective date of the Provider's termination. AGE shall approve the use of these funds by the Program to offset the costs incurred by the Program 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 Program must inform AGE 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 Program 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 Program on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disable or because such person is a recipient of Federal, State or local public assistance or housing subsidies.

The Provider shall comply with all applicable provisions of:

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

NON-DISCRIMINATION IN EMPLOYMENT

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

- a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) - prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; and
- b) M.G.L. c.151B, S4(1) - prohibits discrimination in employment on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation.
- c) 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.
- d) 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.
- e) The policy of the Commonwealth to prohibit discrimination in employment practices by Providers, subcontractors, and suppliers of goods and services.
- f) The Provider shall comply with all applicable provisions of the Americans With Disabilities Act.

- g) The Provider shall develop and adhere to a policy of non-discrimination and other requirements in accordance with Massachusetts Executive Order 116. Such policy must be submitted to the Program.

ACCOUNTABILITY

The Provider shall comply with all applicable Federal, State, and local government laws and regulations pertaining to wages and hours employment. See [Title 2 Code of Federal Regulations Part 200](#). All Provider contracts must contain a provision allowing the nutrition Program, the Area Agency on Aging, the Executive Office of Aging & Independence, the Administration on Aging or any of their duly authorized representatives to have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific Program for the purpose of making audits, examinations, excerpts and transcriptions. The Provider shall retain all such books, records, documents, and property for six years after final payment hereunder.

The Provider shall carry and furnish evidence of public liability insurance including bodily injury and property damage coverage, as well as product liability insurance. Certificates of insurance are to be provided.

The Provider shall indemnify the Program 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 Program alleging personal injury or property damage out of the consumption of the meals prepared by the Provider and served by the Program.

CONFIDENTIALITY

The Nutrition Program must ensure any Provider complies with all state and federal laws and regulations applicable to the privacy and security of personal and other confidential information, which may include, but is not necessarily limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations promulgated thereunder (45 C.F.R. Parts 160, 162, and 164, the Privacy and Security Rules), M.G.L. c. 66A, M.G.L. c. 93H, 801 CMR 3.00, 201 CMR 17, 42 C.F.R. Part 431, Subpart F, 42 C.F.R. Part 2, 45 C.F.R. § 155.260, any other privacy and security obligation that is required by AGE.

METHOD OF PAYMENT, PAYMENT SCHEDULE

The Provider will furnish the Program an invoice (either weekly or monthly) and copies of detailed statement of operation on or before date specified by The Program. Accounting periods are to relate to the Program year.

Billing statements will calculate costs 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 Program shall be due for each calendar month upon the expiration of days after the receipt the Program of a proper invoice from the Provider.

The Program shall have the right and authority to have access to the Provider's purchase records, bearing upon the food purchased for the Program, for review and audit, as necessary.

RATE INCREASES

The Program and vendor should clearly identify the applicable rates and billing processes in the terms of the contract. A vendor must work with the Program for any mid-contract rate increases that are not otherwise provided for in the terms of the contract. Specifically, the vendor should provide justification for the need for the rate increase, conduct negotiations or discussion with the Program related to the amount, timing, and other terms of the rate increases, and follow any contract amendment process identified in the contract between the Program and vendor.

MENU PLANNING AND NUTRIENT ANALYSIS

Menus must be developed as a collaboration between the Provider and Program. Each meal served must meet the Standards and Policies for the Massachusetts Nutrition Program for Older Adults outlined by AGE. See Attachment A. Ingredients and recipes are required to be provided to the Program for entry into AGE's nutrition analysis software.

GROUP PURCHASING PROGRAM

The purchasing Program makes competitively priced food items available to Providers for use in the older adult nutrition Program. The Provider will utilize these foods to the extent and frequency set forth in the 2025 Nutrition Standards for the Older Adult Nutrition Program which are incorporated herein by reference.

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

USDA COMMODITY FOODS

Providers are required to utilize USDA commodity foods purchased by AGE and credit Programs for the value of items received. Cultural Providers may be granted an exception to

commodity usage if the food items available would not appropriately reflect cultural relevance in meals produced.

AGE purchases commodity food items from the USDA annually on a state fiscal year calendar (July 1-June 30) and allocates cases to Providers based on average meal counts. Commodity foods are delivered from an AGE contracted vendor at no cost to the Provider. The Provider shall utilize all USDA Commodity Foods received and credit the nutrition Program for the value of the commodity food items. Partial credits will not be permitted.

AGE will provide allocation amounts and credits due to all Providers and Programs. Commodity foods received by the Provider must be used only for older adult nutrition Program meals. If a Provider has contracts with multiple Nutrition Programs (i.e., AAAs/ASAPs), commodity allocations must be kept separate for each account, and credits issued based on said allocation. Providers will inspect commodity foods upon delivery, rejecting any items that show signs of spoilage, expiration, damage, or is otherwise unusable, the Provider will send a report with photographs including box with serial number to AGE.

The Program shall have the right and authority 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 Program as USDA commodity food, and in connection therewith to have ready access to the related food inventory control records of the Provider.

See attachment B for a list of commodity food items for SFY27.

FROZEN MEALS

Frozen meals received by the Provider must be used only for approved meal types delivered to older adult nutrition Program recipients. If a Provider holds contracts with multiple Nutrition Programs (i.e., AAAs/ASAPs), frozen meals must be kept separate for each account. Frozen meals are not to be used for Provider meal shortages or any purpose other than their intended use. Provider will supply usage reports and inventory to the Program each month as part of the meal ordering process. Provider will create "cold pack" to be delivered in conjunction with frozen meal to create a complete meal which meets AGE nutrition standards (often milk, bread, and fruit). The price of the cold pack should be included in bid response.

SANITATION AND FOOD SAFETY

Providers are responsible to adhere to <https://www.mass.gov/regulations/105-CMR-59000-state-sanitary-code-chapter-x-minimum-sanitation-standards-for-food-establishments>. Providers will purchase raw ingredients from safe, reputable vendors without sacrificing quality for price. The Program shall have the right and authority 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 Program. The Program shall have the right and

authority to inspect such food to determine compliance with the specifications for the food, which the Provider is to use in the meals, and other food prepared for the Program.

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

The following temperature requirements must be maintained:

1. Hot foods shall be delivered in temperature-retaining containers with a serving temperature of 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.
2. 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.
3. Frozen foods shall be kept frozen and held at air temperatures of 0 F or below during packing, transportation and storage except for defrost cycles and brief periods of loading or unloading.
4. Uncut raw fruits and vegetables may be held at room temperature.

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. Upon request from the Program, the Provider will submit to the Program proof of any such qualifying documents.

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 Program 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.

The Provider is subject to a minimum of 2 kitchen sanitation inspections (see **Attachment C** for inspection form) per year by the Nutrition Program, which may be unannounced. Any deficiencies must be rectified within the timeframe specified by the Program.

The Provider shall, as part of its bid proposal, provide the Program 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, as part of its bid proposal, 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.

The Provider will make every reasonable effort to utilize food inventory prior to expiration to prevent waste including but not limited to; checking expiration dates upon receipt of food items and refusing delivery of any out of date or very close to out-of-date items, utilizing stock rotation first in first out method.

Providers are required to keep a test meal labeled and dated in a freezer for one week after serving in the event of a foodborne illness concern.

The Program shall have the right and authority to determine the adequacy of the Provider's sanitation, storage and record keeping practices so as to ensure the safekeeping of all food, including the food denoted for the use of the Program as USDA commodity food, and in connection therewith to have ready access to the related food inventory control records of the Provider.

EQUIPMENT AND SUPPLIES

Home delivered and Grab and Go meals are individually packaged in trays or containers approved by the Nutrition Program, and which can be sealed to prevent spills during delivery. Individual meal trays or containers should be oven and microwave safe and be sealed to prevent spills in transit. Seals should be secure but easy to open, and containers should be environmentally friendly. If a Provider supplies multiple meal types including medically tailored meals, trays must be labeled to identify meal type. Congregate meals are packaged in bulk by the Provider and individually portioned by Program staff at serving locations.

Insulated bags, coolers, warmers, hot plates, ice packs will be purchased by the Program. At the termination of operations, all equipment owned by the Program shall be returned in acceptable condition.

Disposables used by the Provider such as meal trays, plastic food wrap, wax bags, thermometers, plastic cups and lids, foil, chemical cleaners, etc should be calculated into the meal cost submitted with this bid.

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 Program.

Food shall be delivered for use at congregate sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. The Provider shall take any necessary measures including, but not limited to, reducing fill level, and covering pans with stretch plastic, aluminum foil and/or metal lids. The Provider shall deliver all foods in supplied appropriate containers to specified locations in such a manner that the food may in clean and sanitary conditions. Temperatures must be taken before food leaves the kitchen and at arrival to sites and documented.

At the beginning of the contract year the Program and the Provider will set up a definite delivery schedule. The majority of home delivered meals are transported by the Program. In some cases, vendors will be responsible to deliver home delivered meals directly to participants. It is both the vendor's and the Provider's responsibility to assure that home delivered and congregate meals arrive at delivery locations at the temperatures specified within this Agreement. The Program 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.

The Program reserves the right to inspect the meals delivered to determine quality and compliance with the AGE meal type requirements; and to withhold payment for meals not meeting prescribed requirements.

RESERVATION SYSTEM

The Provider shall accept meal count changes up to 24 hours prior to meal service. All Programs 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.

PERSONNEL

1. Food Service Manager - The Provider shall maintain at least 1 competent, full time food service manager/supervisor whose responsibility is the execution of the meal service Program. The manager must be free to visit meal sites frequently and be daily available and responsive to monitor food service-related problems and concerns. When meals exceed 3,500, additional daily operational managers may be required if requested by the Program.
2. Nutritionist – It is recommended that the Provider shall maintain on its staff a qualified Licensed Dietitian Nutritionist (LDN) or Registered Dietitian Nutritionist (RDN). 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 concerns.

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

EMERGENCY PROCEDURES

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

It is the responsibility of the Provider and the Program 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 Program 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 Program 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 Program.

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 Program, provided that, claims for money due or to become due to the

Provider from the Program under this Agreement may be assigned to a bank, trust company or other financial institution without such promptly to the Program.

This Agreement may be amended only by written document signed by persons authorized to bind in contract the Program 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 shall be deemed to have been given when either delivered personally, sent by email to a designate recipient, or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

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

The Program may issue either a single bid or a consortium bid with another Program(s). The Program 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 Program can not properly compare submitted bid proposals due to varying assumptions on the number of meals to be provided and other requirements which would differ between joint and single bids.

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

Determining Base Cost

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

1. Raw Food Cost - All menu specifications as listed, including condiments.
2. Labor Cost - Production, Preparation, Service, Packaging, Food Service Management, Transportation Labor (drivers), and Nutritionist.
3. Administration - Administrative Salaries, Travel, Fees, Insurance, Office Supplies, Postage, Printing, Misc., Rent, Utilities, Telephone, Maintenance, Equipment Repairs, Small Equipment, Garbage Collection, Extermination, Trainings.
4. Transportation - Gas, Oil, Van Maintenance, Depreciation, Insurance (van).
5. Disposable Cost – Meal trays, Disposables, Napkins, Wrap, Site Supplies, Misc. Includes storage and handling of disposables unless Program 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.