

APPENDIX 500A

MINIMUM MEAL BID SPECIFICATIONS SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

CONTRACTEE and VENDOR

For the purpose of these appendices, CONTRACTEE is the entity which contracts with the Area Agency on Aging (AAA) to provide services. In addition, CONTRACTEE may also refer to the agency which holds the contract with the VENDOR.

DISCLAIMER

The information contained in this Minimum Meal Bid Specification does not constitute legal advice. The CONTRACTEE should retain legal counsel to draft and review contracts with vendors for compliance with the South Carolina's Aging Network Policies and Procedures and to protect the interests of the CONTRACTEE.



**Lieutenant Governor’s Office on Aging
Minimum Meal Bid Specifications
Required Information Checklist**

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Proposers shall thoroughly examine all aspects of this (Invitation to propose / Invitation to bid / what do we call it). All of the supplemental materials identified and requested in this section must be submitted and made a part of the Proposal.

Failure to submit any required information will be grounds for rejection of a Proposal.

Include this checklist

The Lieutenant Governor's Office on Aging South Carolina Aging Network's Policies and Procedures Manual can be found online at <http://aging.sc.gov/staff/Pages/default.aspx>

- _____ Completed Meal Bidding Schedule
- _____ Attachment A: Location of VENDOR Food Production Facilities
- _____ Attachment B: Meal Cost Analysis Worksheets for included Meal Types
- _____ Attachment C: Proposed Route Schedule
- _____ Attachment D: Proposed Menus with Nutrition Analysis for each Meal Type
- _____ Health Inspection Report (include the most recent inspection report, if the most recent report is for a follow up inspection, include the initial inspection report).
- _____ USDA/FDA Certification or written SC DHEC authorization for frozen meal production facility, as needed
- _____ Quality Assurance Procedures for all meal types included in contract
 - _____ HAACP program summary (personnel, processes, monitoring, frequency, responses to monitoring results)
 - _____ Method to ensure meal order accuracy
- _____ Description of thermal transport equipment for various meals types
- _____ Results of temperature compliance testing that verifies equipment and handling procedures maintain food temperatures at safe levels. Date of testing, must be within three years and/or since equipment and/or procedural changes.
- _____ Example of the daily meal delivery form
- _____ Itemized description of meal and beverage service equipment and supplies
- _____ Organizational chart with required education and experience by role and staffing levels as described, including person responsible for HACCP
- _____ Description of maximum safe meal production load and current production volumes for each production facility involved in this contract
- _____ Contingency plans
- _____ Insurance coverage
- _____ Audited financial statements



MEAL BIDDING SCHEDULE

Region: _____ **Date:** _____

MEALS	Quantity Per Year	Cost Per Meal	Cost Per Meal with optional Beverage
REGULAR DAILY PREPARED <i>Also, Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals</i>			
REGULAR BREAKFAST			
THERAPEUTIC DAILY PREPARED MEALS. Specify diet(s), <i>Picnic & Deli Meals & Non-perishable Meals used as Emergency Meals</i>			
SHELF STABLE - <i>Non-perishable Meals used on an on-going basis for Home Delivered Meals</i>			
DELI - Those used as a second meal for Home Delivered Meals			
REGULAR &/or Therapeutic FROZEN * <i>(Without fresh supplemental foods)</i>			
REGULAR &/or Therapeutic FROZEN * <i>(With fresh supplemental foods)</i>			
REGULAR FROZEN BREAKFAST * <i>Specify fresh supplemental foods Y or N</i>			

* CONTRACTEE must specify when desiring to order by case lot.

NOTE: Using Attachment A, The **VENDOR** shall provide a breakdown of the cost of group dining meals and home delivered meals (daily prepared, frozen, and/or shelf-stable) using the forms provided. The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, transportation/delivery, and administration.



MINIMUM MEAL BID SPECIFICATIONS SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

OVERVIEW

The primary purpose of this program is to fulfill the requirements of the Older Americans Act, as Amended in 2006, by providing nutritionally balanced meals to strategically located centers that provide meals and socialization to eligible individuals.

The goal of this bid specification is to identify an appropriate organization to furnish and deliver _____ meals complying with specifications and conditions listed herein to the CONTRACTEE. (The "CONTRACTEE" refers to the agency which holds the contract with the VENDOR.) It is estimated that there shall be approximately 250 serving days during each contract period. The period covered by this bid is July 1, _____ through June 30, _____.

The food shall be delivered to sites designated within the specifications of the contract. Food shall be packaged and maintained at prescribed temperatures according to specified state and federal regulations and guidelines (South Carolina Department of Health and Environmental Control (SCDHEC) and the U.S. Department of Agriculture (USDA)). The VENDOR shall provide (as required in the contract) all vehicles, food-handling and transportation equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups, and other accessories required to serve a complete meal.

All nutrition procurement contracts must include each provision of the LGOA Minimum Meal Bid Specifications, unless the PSA has obtained prior waiver authorization from the LGOA.

I. REQUIRED BID CONTENT BETWEEN CONTRACTEE AND VENDOR

The following information must be contained in the bid. Bidders shall submit the information in the order listed and comply with the instructions contained in this package.

1. The CONTRACTEE has provided the projected number and type of meals to be bid in the Meal Bidding Schedule. The VENDOR must complete this Schedule by inserting the appropriate price per requested meal. In addition, the VENDOR shall provide an approximate breakdown of the cost of group dining meals and home-delivered meals (daily, frozen, deli, and/or shelf-stable). The breakdown shall provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, equipment, and administration (excluding nutrition education costs, if applicable).

Note: The Site Location and Meal Type Schedule (completed by the CONTRACTEE) provide information on the location(s) and approximate daily quantities of the types of meals to be served.

- Daily Prepared Meals, Non-Perishable Meals used as Emergency Meals, Deli Meals used for the main meal, and Picnic Meals shall all be bid at the same price.
- When the CONTRACTEE designates both Regular meals and Therapeutic diet (i.e. modified), they shall be bid at the same price. The CONTRACTEE will provide the type of therapeutic diet meals required.

- Non-perishable (shelf-stable) meals for routine home delivery shall be bid at a separate price.
 - For frozen meals with fresh supplemental foods, the CONTRACTEE shall request prices for the following categories as indicated on the bidding schedule:
 - Regular only
 - Regular and Therapeutic at the same price
 - With equipment or without equipment included by VENDOR (if the VENDOR is providing equipment, then installation, leasing, and maintenance of equipment shall be included) and
 - Bid on the basis of ordering the frozen component by complete case lots.
2. The VENDOR shall complete ATTACHMENT A: Location(s) of VENDOR Food Production Facility(s), and delivery vehicle information. A copy of the most recent health department sanitation inspection (initial and follow-up reports) and/or USDA/FDA certification, if applicable shall be provided.
 3. The VENDOR shall include the process flow chart for quality assurance procedures and/or the Hazard Analysis Critical Control Point (HACCP) summary for production and handling of all meals types included in the contract. Include the required qualifications of the individuals who have overall responsibility of the food service quality control program.
 4. VENDORS shall deliver foods in equipment that is designed to maintain safe food temperatures for allowed holding periods. The VENDOR shall provide a description of the types and sizes of equipment, including brand name and quantity, used to transport daily-prepared, deli, and frozen meals. Recent (within three years or since equipment purchases) documentation of validation that the equipment and handling procedures are adequate to maintain food temperatures in accordance with SCDHEC requirements until portioning and serving time(s) by CONTRACTEE shall be included. See Section I; Temperature Maintenance of Potentially Hazardous Foods.
 5. The VENDOR shall provide a packing and delivery schedule that includes the following information by route: total number of stops, length in miles, estimated travel time and delivery times by site, based on the Site Location and Meal Type Schedule. The CONTRACTEE is responsible for ensuring that the delivery schedule is compatible with requirements for food safety and minimizes the amount of time food spends in transit.
 6. The VENDOR shall provide completed menu plans, for each meal type requested, written on ATTACHMENT B and/or C: Project Menu Plan. The type of menus required for the bid shall be provided on ATTACHMENT D: REQUESTED VENDOR MENU TYPES. They may be based on sample menus provided by the CONTRACTEE (also ATTACHMENT D: CONTRACTEE Menu Plans). A nutrient analysis for each of the menus shall be submitted with the bid.
 7. The VENDOR shall provide an itemized description of beverage and/or serving equipment and utensils, dishware, flatware, beverage cups, napkins, straws and other accessories, and other supplies to be used for packaging home-delivered meals.
 8. The VENDOR shall provide a description of the current food management staff and any other staff who will be employed for this contract period. This shall include an organizational chart, job titles, educational and/or experience requirements, and staffing levels for managers, cooks, drivers, dietitian, etc.

9. The VENDOR shall provide information on the current total meal production load and the safe, maximum meal production load for each kitchen facility used to serve the contract. Also, a brief statement that demonstrates the capability, based on past experience, to provide choice to CONTRACTEE service recipients, and implement the nutritional and logistical aspects applicable to the performance of the contract shall be included. Exceeding the maximum safe meal production load for a kitchen facility is justification for the CONTRACTEE to terminate the contract.
10. The VENDOR shall provide a written plan for contingencies including, but not limited to, substitute driver availability, delivery of food in the event of vehicle breakdown, delivery of food in the event of emergency at a production site, and method of reimbursement if VENDOR must purchase replacement food. A contact name and phone number, in case of after-hour emergencies, shall be provided. See Section P, Emergency Procedures in this document for more details.
11. The VENDOR shall provide documentation of insurance coverage as required herein.
12. The VENDOR shall provide an independently audited financial statement for the last completed fiscal year.

II. GENERAL INFORMATION FOR BIDDERS

The SITE LOCATION AND MEAL TYPE SCHEDULE will determine the service area for the bid. Bids shall be submitted on the delivered price per type of meal, with disposables and beverages as applicable, and if requested, with equipment. The bid shall conform to all the descriptions herein, the current LGOA Policy and Procedure Manual and any cited regulations. Meals provided under this bid are not subject to South Carolina State sales tax.

The successful bidder may be requested to provide the same meals and services at the same price to additional sites. The CONTRACTEE shall provide the entire geographic region served to all bidders with an indication of any plans to relocate, or add sites during the contract period.

Changes and additions to site locations shall be negotiated between the CONTRACTEE and the VENDOR; however, the final decision as to relocation of existing sites shall rest solely with the CONTRACTEE. The VENDOR, upon notice from the CONTRACTEE, shall then provide meals at the contracted cost to the relocated sites as requested by the CONTRACTEE. The LGOA and AAA/PSAs shall be kept apprised of all location changes of existing sites.

Other than in emergencies, the VENDOR shall be given a 30 day notice of closure or relocation of any existing site or of the addition of any new sites.

Holiday closings – Meal sites served under this contract shall be closed for approximately eleven holidays during the contract year. The CONTRACTEE, prior to the beginning of the contract period, shall furnish a list of these holidays to the successful VENDOR. The CONTRACTEE and VENDOR shall be familiar with and have an understanding of Chapter 400, Section 409, and Chapter 200, Section 206R of this Manual, which outlines holidays, scheduled, emergency, and unscheduled closings.

Description of Meal Type and Service

Specifications for each type of meal to be procured under this contract include:

- Daily-Prepared Meals: Such meals are prepared and delivered in bulk, daily to the sites by the VENDOR. Daily-prepared meals can be breakfast or main meals. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered by the VENDOR, usually on a weekly basis, and when needed, should be combined with fresh supplemental foods, to meet nutrient requirements.

- **Therapeutic Diet Meals:** Therapeutic diets may be variations of the regular diet that are modified in individual nutrients, caloric values, food consistency, flavor, content of specific foods, or combinations of the preceding. Therapeutic diets should follow guidance from the most current LGOA Policy and Procedure Manual, and be planned in accordance with a recognized diet manual, such as the South Carolina Dietetic Association's Diet Manual for Long Term Care Facilities.
- **Shelf-Stable Meals:** Shelf-stable meals are composed of foods that have been processed in such a manner as to be free of microorganisms (disease causing and spoilage) capable of growth in the product at non-refrigerated conditions during distribution and storage. The packaging must be easy to open, clearly labeled, and include preparation instructions when needed. Items should be individually labeled with expiration dates. Low sodium products should be used to the maximum extent when building shelf stable meals due to the high sodium content of these types of products. When shelf stable meals are used for a regular basis for home delivered meals, there shall be a minimum of a two week cycle. The package shall include menus to instruct the consumers how to combine the foods to meet the meal requirements.
- **Picnic Meals:** Hot or cold meals served in a location other than the group dining meal site. The CONTRACTEE shall provide a two-week notice to the VENDOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the CONTRACTEE's current menu and with the participants' preferences in mind. The VENDOR shall agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals shall be furnished at the same price as Daily Prepared Meals.
- **Special Event Meals:** Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- **Deli:** Cold daily meal or cold second meal. The CONTRACTEE shall provide an agreed upon notice to the VENDOR whenever ordering deli meals. Deli meals shall be delivered to the site at a temperature no greater than 41⁰F as specified by SCDHEC 61-25. Individual components of the meal shall be individually portioned and wrapped. Sample Deli Meal menus may be provided by the CONTRACTEE.
- All meals paid for by Federal or State funds shall be subject to OAA requirements for meals. Exceptions to this are Picnic and Special meals for which the CONTRACTEE secures alternative funding for and specifies this exception, with the date of the event to the VENDOR in writing, at the time the order is placed.

Optional Beverage Service with Meals

A CONTRACTEE may ask for a bid with daily beverage included for group dining sites only. If this option is exercised, the VENDOR shall provide urns, sugar, sugar substitute, creamer, six or eight ounce cups for hot liquids, and stirrers. The VENDOR shall provide a dispenser, ice, unsweetened tea, sugar, sugar substitute, stirrers, and nine or ten ounce cups for iced tea. The CONTRACTEE may request only one optional beverage. However, the CONTRACTEE can switch the option according to seasonal preference. The size of the urns and dispensers provided to each site shall be large enough to accommodate the number of group dining meals ordered for the site.

Financial Statement from the Bidder

The bidder shall submit the most recent independently audited annual financial statements, giving evidence of financial status and references for verification.

Location of VENDOR and Production Facilities

The bidder shall submit information on food preparation and production facilities using ATTACHMENT A. Information on the number, type and age of delivery vehicles shall be included in this description.

Quality Assurance for Food and Food Preparation and Production

Food Preparation and Safety

All food served shall be wholesome and of good quality. The CONTRACTEE reserves the right to inspect foods and/or purchasing records to determine compliance with the specifications and to reject any food not meeting such specifications.

- Foods shall be prepared in production facilities and use processes and procedures that meet, and/or exceed, the requirements of the SC Department of Health and Environmental Control (SCDHEC) (published in Food Service Establishments, Regulations-61-25), local occupancy, and fire safety requirements, and have adequate security.
- VENDORS shall provide, on the daily meal delivery form, the times and temperatures of all time/temperature control for safety (TCS) foods. The time shall represent when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source).
- The daily meal delivery form shall have a place for the meal sites to document the time and temperature of TCS foods for up to four monitoring points (arrival, plating of home delivered, prior to group dining service and an optional point.)
- VENDORS shall have a written protocol to ensure the correct food items and amounts of food items are delivered to sites. The CONTRACTEE shall establish a threshold of errors upon which to measure contract performance.
- CONTRACTEES and the LGOA reserve the right to inspect kitchen facilities at any time. Inspections may include such items as review of quality control and/or HACCP processes and documentation, purchasing records, inventory systems, maintenance schedules of preparation and delivery equipment, staffing levels, training records and/or credentials of staff, and inspection reports.
- In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning and it is determined by SCDHEC to result from negligence of the VENDOR, the CONTRACTEE shall have justification for immediate cancellation of the contract.
- Violations of providing food at inappropriate temperatures, excessive substitutions, unapproved menu changes, missing food items, and/or insufficient quantities shall be justification for non-payment of the meal component(s) in violation, plus penalties, and/or cancellation of the contract. In the event VENDOR errors, of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty equal to 10% of the purchase price of the meal component(s) in violation.

Frozen Meal Requirements when Prepared by the VENDOR

Frozen meals must be produced using blast-chill/blast-freeze technology and equipment and follow a quality assurance or HACCP plan. The processes used shall meet local, state, and federal requirements for the production of frozen meals containing meat and poultry products. Frozen meals produced by a non-USDA regulated facility must have written authorization from

SCDHEC and the SC Meat-Poultry Inspection Department indicating that the process and facility meet with their guidelines for safety and quality.

Requests for written authorization to produce frozen meals shall include descriptions (and/or diagrams) for the following: (1) number of meals to be frozen daily; (2) marketing intentions; (3) equipment to be used ; (4) the facility to be used (5) the production process to be used; and (6) the number of personnel, their duties, required education and experience.

These requests should be sent to:

Sandra D. Craig, Director
Food Protection Division
Mailing address: 2600 Bull St, Columbia, SC 29201
Physical address: 8500 Farrow Rd.
Columbia, SC 29203
Phone: 803-896-0640, fax: 803-896-0645; and/or

Dr. Clyde Hoskins, Director
SC Meat-Poultry Inspection Department, Sandhills Experimental Station
Mailing address: P.O. Box 102406, Columbia, SC 29224-2406
Physical address: 500 Clemson Road, Columbia, SC 29229
Phone: 803-788-2260
Fax: 803-788-8114
Email: Choskins@clemson.edu

To ensure quality of frozen meals during storage and transportation, the VENDOR shall take any measures necessary to ensure that all meals remain in a solid-frozen state during storage, packing and transport in accordance with USDA and SCDHEC guidelines. The CONTRACTEE, or its authorized designees, is responsible for maintaining the frozen state during transport of home delivered meals.

CONTRACTEE Food Specifications

All food used in the preparation or service of meals for the CONTRACTEE shall be of high quality and meet any required standards and guidelines of the SCDHEC and the USDA. Food shall be from sources approved or considered satisfactory by the SCDHEC and USDA; shall be properly labeled; shall be free from spoilage, adulteration, and other contamination; and shall be safe for human consumption. No home-prepared or home-canned food is allowed.

The following minimum food standards must be met:

1. Canned Fruits and Vegetables – USDA Grade A
2. Fresh Fruits and Vegetables – #1 Quality
3. Poultry – USDA Grade A or better
4. Beef – USDA Choice or better; lean cuts should be selected and cooking methods that promote tenderness used
5. Pork – USDA #1 or better; lean cuts should be selected and cooking methods that promote tenderness used
6. Ground Meats (beef, pork and poultry) shall not exceed 20 percent fat by weight
7. Fish – all fish and seafood products shall be of comparable quality to USDA guidelines for beef and poultry
8. Eggs (or pasteurized eggs) – USDA Grade A or better
9. Milk and milk products (fluid or dry) – pasteurized and USDA Grade A
10. Salt – Iodized

The CONTRACTEE reserves the right to modify the above requirements to a more stringent level, in accordance with the LGOA Policy and Procedure Manual, should items meeting the specifications not be acceptable to participants of the program. The CONTRACTEE may not lessen the food quality specified above.

Tested quantity recipes, adjusted to yield the number of servings needed, must be used to achieve consistent and desirable quality and quantity. Only actual recipe ingredients, that have been accurately identified, should be used in the nutritional analysis. The VENDOR shall maintain a recipe file at each production site and provide the CONTRACTEE with a copy of these recipes when requested.

Foods must be selected, stored, and prepared to assure maximum nutritional content. Specific attention should be given to batch cooking and short cooking times, minimizing the use of water in the preparation of vegetables and minimal holding times for foods. When delivered, the food shall be appetizing, attractive in color and texture, lightly seasoned and not greasy. Whenever possible, herbs and spices appropriate to the dish, should be utilized to reduce the amount of sodium added in food preparation. Minimize use of fat and salt (sodium) in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form (polyunsaturated and monounsaturated fats) that are lower in partially hydrogenated fat (trans fatty acids), saturated fat and cholesterol.

III. Menus for Nutrition Services

Cycle Menus

Daily prepared and frozen meals shall have a four-week cycle of menus planned at least quarterly. One or more representatives of the VENDOR (including a Registered Dietitian) and the CONTRACTEE (including a Registered Dietitian) must meet in a mutually agreeable location to review draft menus. At least two weeks prior to the quarterly review meeting, the VENDOR shall submit the draft menus with nutritional analysis to the CONTRACTEE. The menus and nutritional information shall follow the format of Attachment B. The nutrient analysis must conform to the Nutrient Requirements and Values for Analysis chart. Final approval of all menus rests solely with the CONTRACTEE.

Shelf Stable meals used on a regular basis for home-delivered meals shall have a minimum of a two-week menu cycle to insure variety for the client.

In accordance with LGOA Policies and Procedures, Deli meals may be used for selected participants as the second meal of the day, as weekend meals, or in special circumstances. The menu cycle for these meals may be two weeks in length. Meals may not repeat on any consecutive days or on the same day of the week. When used as a second meal of the day, documentation that $\frac{2}{3}$ of the daily DRI has been met must be provided per OAA Section 339(2)(i-ii). Meals provided as weekend meals or in special circumstances must either meet nutrient requirements individually or be included in the weekly nutrition analysis.

Special meals and picnic meals shall be planned to meet client preferences. Nutrient analysis for special and picnic meals may be conducted as part of the weekly menu or as stand-alone meals.

The VENDOR shall furnish one copy of the final approved menus, nutrient analysis and the serving utensil guide to the CONTRACTEE 20 days prior to the serving of said menu. The VENDOR shall furnish necessary copies of quarterly menus, the serving utensil guide and post

menus at each site two weeks prior to the serving of said menu. The weekly posting menus shall be in large print (no smaller than 14 point).

Changes to the approved menu may be made only with prior approval of the CONTRACTEE. VENDORS should notify the CONTRACTEE as soon as possible when it is identified that a menu item needs to be changed. Foods of similar nutritive value shall be used when making changes. All changes must be reviewed and approved by a registered dietitian (RD), prior to serving. The CONTRACTEE reserves the right to have their RD approve menu changes. After approval from the CONTRACTEE, it shall be the responsibility of the VENDOR to notify serving sites and provide updated, approved menus in advance of serving the menu.

Note: If the VENDOR provides meals from more than one production site, all production sites must use the same products and follow the same standardized recipes.

Meal Requirements for Nutrition Services

In accordance with the OAA and LGOA requirements, each meal and all menus must be planned in consultation with a registered dietitian, utilize guidance from the most recent DGA and reflect participants' preferences. Religious, ethnic, cultural or regional dietary requirements or preferences of a major portion of the group of participants at a group dining site shall be reflected in the planned menus. Holiday and/or special event meals shall be planned at the menu review meeting preceding the holiday or special event.

Food items within the meat, vegetable, fruit, and dessert groups shall be varied within the week and not repeated on the same days of consecutive weeks. A variety of food attributes and combinations shall be considered in menu planning.

All regular diet menus, both daily prepared and frozen meals, are to meet the requirements in these bid specifications. Meals that are not funded by Federal or State funds do not have to meet the requirements. Shelf stable meals for use in emergencies are exempt from the sodium requirements. Additional requirements for modified and therapeutic diet menus are specified in Chapter 503, Section 503L of the LGOA Policy and Procedures Manual.

Nutrient Requirements and Values for Analysis

Nutrient requirements supersede the Meal Pattern. If the nutrient requirements are met, that is sufficient. The Meal Pattern is meant as a planning guide to ensure nutrient requirements are met.

The table below presents the current minimum level of nutrients based on the 2006 Dietary Reference Intakes (DRIs), as updated, for nutrients of concern for older adults. The values represent one-third of the Dietary Reference Intake, where established, for individuals greater than 70 years. Where there is a difference by sex, the higher value was used.

These nutrient values should be used to evaluate and prove menu compliance via nutrient analysis. While there are no requirements for nutrients not listed below, attention should be made in menu planning to provide adequate amounts.

The guidelines for acceptable nutrient levels apply to all meals paid for by Federal and State funds unless explicitly exempt in this document.

Nutrient Requirements and Values for Analysis

Nutrient	Target Values (represent 1/3 of daily DRI)	Compliance Values Averaged over 1 week
Calories (Kcal)	more than (>) 600	625 - 800
Protein (% of meal calories)	more than or equal to (\geq)15% of total calories	19-30 grams
Fat (% of meal calories)	Less than (<) 35%	20% – 35%
Fiber (gm)	\geq 8 gm*	9 gm
Vitamin A (μg microgram)	300 μ g*	300 μ g
Vitamin C (mg)	30 mg	30 mg
Vitamin B6 (mg)	0.6 mg*	.57 mg
Vitamin B12 (μg)	0.79 μ g*	0.79 μ g
Calcium (mg)	400 mg*	400 mg
Magnesium (mg)	140 mg*	140 mg
Zinc (mg)	3.7 mg*	3.7 mg
Sodium (mg)	\leq 1200 mg*	1100 mg
Potassium	1565 mg*	1565 mg

Target values with an asterisk* may vary from the targets as long as the weekly average value is met. No individual meal should be less than 600 calories.

To increase menu variety, slight increases in the one-third (1/3) DRI minimums for fat and sodium may occur twice per menu cycle. The daily values for sodium must not exceed 1400 milligrams and fat shall not exceed 40%.

The CONTRACTEE shall inform the bidders of the nutrient analysis needs in accordance with OAA Section 339(2)(A)(ii) for nutrient analysis of more than one meal per day. Meals provided as weekend meals must either be included in the weekly analysis or meet standards on an individual basis.

Note 1: Fortified foods may be used to meet certain vitamin requirements.

The major portion of Vitamin A should be from vegetable (carotenoid) sources.

Note 2: Frozen meals that do not comply with the nutrient requirements must be supplemented with fresh foods and have a nutrient analysis that includes the fresh foods.

Food Groups and Meal Pattern for Nutrition Services

The meal pattern below provides approximately 685 calories per meal and is provided as a menu planning tool. The number of servings for each food group is based on the Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Program: An Issue Panel Report, with guidance from the Dietary Guidelines for Americans (DGA) 2010. The serving pattern illustrates the food groups and number of servings generally required to meet the OAA nutrient requirements. The food group components are specified in Section E below.

Food Group	Servings per Meal	Recommendations and Notes
Fruit	1 serving (1/2 cup or equivalent measure)	Serve whole or cut fruit more often than juice to increase fiber.
Vegetable 1 fruit may be substituted for 1 veg	2 servings (1/2 cup cooked, 1 cup raw or equivalent measures)	At least 1 dark green leafy, 1 dark orange and 1 serving beans and peas* every week.
Grains	2 servings 1 ounce [oz.] bread or roll, 1/2 cup pasta, rice	Whole grains are recommended for at least half of the grain servings.
Protein - Meat, Fish, Cheese, Eggs and Beans* Alternative proteins may be used in combination	1 serving of 3 oz. meat or meat equivalent, 1 egg, 1 oz. cheese, 1/2 cup beans, 2 Tbsp. peanut butter, 1/3 cup cottage cheese =1 oz. meat equivalent	Lean protein sources should be emphasized. *Beans and peas may be used as a protein source but may not count as both a protein and a vegetable in the same meal.
Milk	1 serving (8 oz. fluid milk, 8 oz. yogurt)	Pudding and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.
Dessert (optional)		Should come from existing food groups such as fruit, grain, and milk groups.
Accompaniments**	1-2 servings	See accompaniments under Section E below.
Beverages		Water, Tea, Coffee in addition to those listed in other food groups

* Green beans and green peas are counted as a vegetable only.

**Accompaniments include margarine, mayonnaise, condiments, sauces, and spreads to compliment the meal.

Food Group Components and Serving Sizes

The numbers of servings in the chart above reflect an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They could also be provided as 1/2 cup pasta and one slice of bread.

The VENDOR shall adhere to the most recently published USDA DGA for general direction on food group components, including foods that should be emphasized and foods that should be limited. The VENDORS shall also adhere to all USDA regulations and food classifications.

When CONTRACTEE selects weekly delivery of shelf-stable or blast-frozen meals, quart and pint size containers of milk may be used.

Accompaniments

- If accompaniments and/or condiments are served, nutrient analysis should show that the distribution of fat, calories and carbohydrates remains within an acceptable range for the meal.
- Each serving may be approximately one teaspoon of fortified margarine or butter, mayonnaise, salad dressing or vegetable oil. However, every effort should be made to eliminate or limit foods containing trans-fatty acids from partially hydrogenated oils.
- Include traditional meal accompaniments as appropriate, including condiments, spreads, and garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, cranberry sauce to accompany turkey items, tartar sauce with fish, salad dressing with tossed salad and margarine with bread or rolls. Limit use of high sodium and high fat items.

Beverages

- Dehydration is a common problem in older adults. Therefore, at a minimum, drinking water should be available with all meals. Beverages, in accordance with the Optional Beverage Service with Meals clause, may be provided.
- Milk is not a required beverage as long as calcium requirements are met.
- Other beverages, such as 100% fruit juices, may be served occasionally, as long as nutrient targets are met. Low nutritive value beverages that provide excess calories, such as fruit flavored beverages and sweetened drink mixes, should be avoided.
- Non-nutritive beverages (i.e. sugar-free drinks) do not help meet nutrition requirements but can help with hydration.

Resources to Identify Foods High In Specific Nutrients

Foods considered good sources of specific nutrients should be utilized in selecting menu items and menu substitutions to meet nutrient requirements. The VENDOR shall have the capability to identify and include food sources that meet the needs of the population served. Any menu changes and last minute food substitutions must be foods of similar nutritive value and follow the approval process of making such menu changes and substitutions as outlined by the CONTRACTEE in this meal bid document.

Minimal resources include:

The DGA: <http://health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>

The USDA general resource on vitamins and minerals:
<http://fnic.nal.usda.gov/food-composition/vitamins-and-minerals>

The USDA's National Nutrient Database, Nutrient List:
<http://ndb.nal.usda.gov/ndb/nutrients/index>

Additional resources from the National Policy and Resource Center on Nutrition and Aging are available online at <http://nutritionandaging.org/>

CONTRACTEE Menu Changes, Substitutions, Shortages and Replacements

All changes to the menu (after it has been approved) and any menu substitutions should meet food specifications, be of equivalent nutritional value and must be made in consultation with a registered dietitian. Menu changes must be pre-approved by the CONTRACTEE in accordance with these meal bid specifications. The CONTRACTEE may provide the VENDOR with a list of approved food substitutions.

Menu substitutions, due to last minute supplier shortages or production issues by the VENDOR, shall be limited to six per year. The VENDOR shall notify the CONTRACTEE and all meal sites as soon as possible, related to any substitutions. The VENDOR shall maintain documentation of all menu substitutions with the reason the substitution was necessary, the replacement food and date served.

Changes to the menu, during the cycle period, may be made by the VENDOR with the prior approval of the AAA. Notice of the change, with the reason, the food being removed, and food being added, must be given in advance to the CONTRACTEE for approval. The changes must be of similar nutritional value and approved by a registered dietitian before serving. After approval, a revised master menu and the menus for posting (in 14 point font) shall be submitted to the CONTRACTEE and meal sites, respectively. The CONTRACTEE shall state the process for VENDORS to submit menu changes for approval.

In the event the VENDOR makes additional food substitutions, unapproved menu changes and/or other violations as listed on page 5, the CONTRACTEE shall not be responsible for payment for the menu items and penalties may be assessed in accordance with page 5 of this document. Both parties shall retain records of food outages, substitutions and other delivery errors. Information will be used in the performance evaluation at review meetings.

Likewise, any omitted (i.e. not delivered) or insufficient quantity menu items, shall not be honored by the CONTRACTEE; the cost of said items shall be deducted from the bill as a portion of the total menu cost.

The VENDOR shall provide reimbursement to the CONTRACTEE or CONTRACTEE'S representative, within one week, for any out of pocket expenses incurred for replacement food items. If the VENDOR, to replace an ordered meal that was not delivered, must purchase a full meal, the VENDOR may bill the CONTRACTEE for each replacement meal up to the amount of the contracted cost. Whenever the VENDOR provides reimbursement for replacement meals, the CONTRACTEE shall report the replacement meals as ordered and delivered. In the event VENDOR errors of the types listed above, exceed the tolerances set by the CONTRACTEE, the VENDOR may be required to pay a penalty equal to 10% of the purchase price of the meal component in violation.

The CONTRACTEE is responsible for ensuring any foods purchased by their authorized representative to replace omitted or insufficient quantity foods, are those of similar nutritive value and that the portion size is sufficient.

IV. VENDOR'S General Requirements

All equipment and vehicles used in the preparation, transportation, service and delivery of food must have records of appropriate maintenance, meet the current requirements of the South Carolina Department of Health and Environmental Control (SCDHEC) and be approved by the appropriate county health department. Before entering into a contract, the VENDOR must have an operating license for the facility and appropriate equipment must be NSF (formerly known as the National Sanitation Foundation) approved. The VENDOR shall retain maintenance records on all equipment owned by the VENDOR to ensure the equipment is in good working order.

Temperature Maintenance of Potentially Hazardous Foods

*The term Time/Temperature Control for Safety (TCS) food has replaced Potentially Hazardous Foods in the DHEC 61-25 foodservice operation regulations.

TCS foods are those foods that require time and/or temperature control to limit pathogenic microorganism growth or toxin formation. TCS foods include: poultry, meat, meat products, fish, shellfish, eggs, milk and milk products, high protein foods, low acid foods, puddings, gravies and sauces, custards, tofu, cooked plant foods (potatoes, beans, rice, vegetables, fruits, oatmeal, pasta, etc.), salads (such as tuna, chicken, potato, and macaroni) cantaloupe, cut tomatoes, cut leafy greens (tossed salad) and raw seeds sprouts. Due to the fact that a population highly susceptible to food borne illness is served in the execution of this contract, time alone may not be used as a control factor.

TCS food requiring refrigeration after preparation shall be cooled to and maintained at, an internal temperature of 41⁰ Fahrenheit (F) or less, using processes that meet current state regulations set by SCDHEC and any guidance issued by the U.S. Department of Agriculture (USDA).

TCS food shall be packaged and transported in closed thermal containers and enclosed vehicles in a manner that will maintain required temperatures according to regulations set by the SCDHEC. The current required minimum holding temperature for heated food is 135⁰ F and 41⁰ F for cold foods. After removal from electric or gas powered temperature control, foods shall be held at proper temperatures for no more than four hours before serving.

The VENDOR shall keep daily records on the time and temperature of all potentially hazardous foods at required times and provide these records upon request. The time and temperature when the food was removed from temperature control (i.e. when foods were removed from a heating or cooling source) shall be reported to each meal site via the meal voucher on a daily basis. These records shall be kept for a period of three years. The CONTRACTEE is responsible for ensuring the entire length of time food is held above does not exceed four hours.

The CONTRACTEE shall work with the VENDOR to develop preparation and delivery systems and schedules which adhere to all applicable local, state and federal guidelines, regulations and policies. If necessary, vehicles must be equipped with adequate facilities, automatic in operation and thermostatically controlled, for maintaining food at safe temperatures that meet SCDHEC temperature requirements.

In addition to the above requirements for transporting the food, the VENDOR shall provide support and equipment, as requested and negotiated, necessary for maintaining safe temperatures during the entire holding time for foods (until served or packed for delivery to the client).

Equipment for Daily-Prepared and Picnic Meals

The VENDOR shall be responsible for providing service equipment as specified by the CONTRACTEE. The VENDOR shall provide, with the daily food delivery, clean and sanitized serving utensils that are appropriate to provide the correct amounts of foods in accordance with the nutrient analysis. These utensils will be listed on the Menu Portioning Guide that accompanies the menu.

The VENDOR shall provide at least one, properly calibrated dial or digital style thermometer to each site. **CONTRACTEES** should be given written instructions on re-calibrating the thermometers to ensure the accuracy of each. The VENDOR shall ensure that meal sites have working thermometers for all meals for which food is provided and that the thermometers are labeled for easy identification.

When the beverage option is selected, a stainless steel coffee maker or thermoplastic tea urn shall be provided to each site, dependent upon the beverage choice of the CONTRACTEE. The number of meals served at the site shall determine the size of the beverage containers. The

VENDOR shall provide written instructions for proper operation and cleaning of beverage equipment. Staff at the meal site will be responsible for proper operation and cleaning of coffee makers and tea urns.

Supplies such as disposables, gloves and other equipment outlined under Required Bid Content Between Contractee and Vendor on Page 2, Bullet 7, as appropriate to the needs of each meal site may also be included.

VENDOR's Equipment for Frozen Meals

Frozen meals must be stored at zero degrees Fahrenheit. During transportation and delivery, the meals must remain frozen solid to the touch. The VENDOR shall take any measure necessary to provide equipment and vehicles to ensure they remain in this state. The CONTRACTEE may ask for a meal replacement if the frozen meal is not frozen to touch upon delivery.

The fresh, canned, or frozen food items, which are used to supplement a frozen entrée, must be handled appropriately.

Equipment needed at dining sites to properly handle and prepare these meals shall include chest freezers, convection ovens, milk containers and refrigerated units. Maintenance of this equipment, when provided by the VENDOR, shall be the responsibility of the VENDOR, but daily cleaning of the equipment shall be the responsibility of the meal site personnel.

VENDOR'S Equipment for Non-Perishable Meals

Non-perishable and Emergency Meal components shall be stored in a dry, temperature-controlled location, as are other dry goods, and where contents will remain intact without denting, crushing, etc. The VENDOR shall adhere to all current food storage and preparation requirements and regulations set by the South Carolina Department of Health and Environmental Control (SCDHEC).

VENDOR Delivery of Meals

Daily-prepared food shall be delivered to nutrition sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. Foods for group dining and home delivered meals shall be packed together when the combined amount is less than 30 meals per day and when it benefits compliance with food safety temperature requirements. The VENDOR shall take any necessary measures including, but not limited to, reducing fill level and covering pans with stretch plastic film, aluminum foil and/or metal lids to prevent spillage. Carriers shall be provided in a size and/or quantity to contain all food delivered to the sites. Special care shall be taken in packaging cold food to prevent melting ice from contacting food.

The VENDOR shall be flexible regarding the number of daily meals. A combined average volume (group dining and home delivered meals) of 25 meals per meal site is the minimum volume for maintaining safe temperatures. For daily-prepared meals, the CONTRACTEE and its authorized designees shall notify the VENDOR, each serving day, using a mutually agreed upon time and method, to order the number of meals required for the next serving day. This shall constitute a purchase order, which shall cover the maximum billing for that order. Only those persons authorized by the CONTRACTEE have the authority to make a change in the number of daily meals. CONTRACTEE shall provide a list of authorized persons at the time the contract is executed.

The VENDOR shall follow an established delivery schedule for each of the meal sites to ensure that meals are served at the given time and within the allowed time limits for serving safe food.

The VENDOR shall not deliver meals before arrival of staff at a meal site without a written agreement from the CONTRACTEE and/or an authorized designee.

Upon delivery of meals to each meal site, an authorized representative of the CONTRACTEE shall sign a receipt/voucher in multiple copies to verify receipt of the correct food order, with copies to be retained by the VENDOR and the CONTRACTEE. Such receipts/vouchers shall list the number and types of meals ordered and received. It is at this point that the site personnel should be verifying and documenting the temperature of food delivered. Meal site staff is responsible for submitting receipts for each delivery, entering the number of meals delivered, noting any discrepancies and rating general food quality. Copies of these receipts shall be kept by the CONTRACTEE for a period of three years in the event the PSA or LGOA requests to review them.

VENDOR and CONTRACTEE Supply Responsibilities

The VENDOR is responsible for supplying daily prepared foods in thermal delivery containers that minimize the change in food temperatures. With the daily delivery appropriately-sized, clean and sanitized serving utensils should be provided. The VENDOR should have a method to ensure a working food thermometer is available for all days of service.

The CONTRACTEE's authorized designees are responsible for: rinsing/removing food debris from equipment (utensils and serving pans); wiping any spills from thermal delivery containers; placing the rinsed and dry equipment into the delivery units and having it ready for pick up at the next delivery. The CONTRACTEE's authorized designees are responsible for taking inventory and requisitioning supplies from the VENDOR in a timely manner that ensures a perpetual inventory. The CONTRACTEE's authorized designees are responsible for monitoring the operation of the supplied food thermometer and making timely requests for replacement when required.

Both the VENDOR and CONTRACTEE shall rotate inventory of any edible supplies to ensure freshness.

VENDOR Management and Supportive Personnel

The VENDOR shall have a working knowledge of the Older Americans Act (OAA) Nutrition Program and all policies and procedures of the Lieutenant Governor's Office on Aging (LGOA) and the Area Agency on Aging. The VENDOR shall be available to participate, upon invitation, in Nutrition Program activities that are held throughout the contract area. Supportive personnel including, but not limited to, a Registered Dietitian that plans menus, standardizes recipes and ensures the integrity of the menus and nutrient analysis shall be available to the CONTRACTEE and all sites served under the contract for technical assistance related to the implementation of the contract. The name of the person at each food production center whose primary responsibility is the management of the food service for the VENDOR must be provided to the CONTRACTEE. The VENDOR shall designate an individual to serve as the primary liaison to the CONTRACTEE.

VENDOR management personnel shall be available to the CONTRACTEE at least annually to provide training in portion control, food safety, proper care and cleaning of equipment and other related issues to meal site managers and staff. Lines of communication shall be open between the VENDOR and the CONTRACTEE. The VENDOR shall agree to employ older workers, if possible.

A written report of all visits and training sessions conducted by the VENDOR shall be provided to the CONTRACTEE within two weeks of completion of all visits and trainings conducted. The CONTRACTEE shall keep these reports on file to provide upon request.

VENDOR and CONTRACTEE Emergency Procedures

The VENDOR shall provide a copy of its emergency procedures for delivering food in the case of truck or equipment breakdown.

A one day supply of non-perishable meals must be kept in inventory at each production site in case of equipment breakdown or other unavoidable emergency.

As a general rule, in the event of hazardous weather or an emergency situation, if the public schools are closed or open late, the site shall also be closed or open late. (All VENDORS and CONTRACTEES shall abide by the emergency closing protocols found in Chapter 400, Section 409 and Chapter 200, Section 206(R) of the South Carolina Aging Network's Policies and Procedures Manual).

The manager for the CONTRACTEE and production center manager(s) are responsible for notifying each other prior to 7:00 a.m. if hazardous weather conditions exist in either the contract area or the production center area.

If the production center manager is notified prior to 7:00 a.m. of a site closing due to hazardous weather, the food already prepared shall be promptly frozen or refrigerated, as appropriate, and that day's menu shall be substituted for the following day's menu if applicable.

If a delivery truck has departed from the production site(s) prior to a 7:00 a.m. cancellation of meals by the CONTRACTEE, the CONTRACTEE is not liable for payment for those cancelled meals.

The CONTRACTEE and production center managers are responsible for providing each other with current telephone numbers for emergency use only. In the case of a late opening, a change in serving time may be agreed upon between the VENDOR and the CONTRACTEE if weather conditions are expected to improve in time for delivery before 1:00 p.m.

VENDOR Minimum Insurance Coverage

The SUBGRANTEES of the Lieutenant Governor's Office on Aging (LGOA), known as the Planning Service Area (PSA), will not reimburse the CONTRACTEES if the VENDORS do not carry at least the minimum insurance coverage for Worker's Compensation, Comprehensive (including products) and Automotive Liability. It shall be the responsibility of the PSAs to ensure that CONTRACTEES only obtain services from VENDORS that have at least the minimum insurance coverage as determined by the PSAs and VENDORS, based on current recommended minimum levels from the South Carolina Department of Insurance and insurance industry standards for each planning and service area.

The awarded VENDOR shall furnish to the CONTRACTEE, within 10 days after written acceptance of bid, a copy of the Liability Insurance Certificate. The award shall not become effective until receipt of the required Liability Insurance Certificate.

VENDOR and CONTRACTEE Meal Service Reporting and Billing

The VENDOR shall supply all reports requested by the CONTRACTEE and the CONTRACTEE shall make these reports available to the AAA upon request. Working through the AAA, the Lieutenant Governor's Office on Aging (LGOA) reserves the right to review these documents as well. The VENDOR shall bill the CONTRACTEE on the last day of each month. The CONTRACTEE shall pay such billings within an agreed upon time of invoice receipt. Both the

CONTRACTEE and VENDOR are responsible for mutual agreement and documentation on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

V. VENDOR Program Assurances

The VENDOR shall guarantee that the meals conform to the requirements of the contract, the Older Americans Act (OAA), SC DHEC Regulation 61-25, the most recent DGA and the nutrition policies of the Lieutenant Governor's Office on Aging (LGOA). Each menu shall be reviewed, approved and signed by a registered dietitian. Copies of the signed and approved menus, with a record of menu changes and substitutions, must be retained by the VENDOR and made available to the CONTRACTEE, AAA, and/or LGOA upon request.

The VENDOR shall allow representatives of the Administration on Aging/Administration for Community Living (AoA/ACL), United States Department of Agriculture (USDA), Lieutenant Governor's Office on Aging (LGOA) and CONTRACTEE to conduct on-site review of the VENDOR's Production Center(s) without prior notice.

The VENDOR must meet, as appropriate, with the CONTRACTEE'S manager, site managers and site committees to make adjustments in the meal service to meet religious, ethnic, cultural, or regional dietary requirements or preferences. On a quarterly, or other mutually agreed upon basis, the CONTRACTEE and VENDOR shall meet to discuss contract performance for the past period with the purpose of discussing and identifying solutions to any issue related to the implementation of this contract.

The VENDOR shall keep full and accurate sales and procurement records related to purchases and sales covered by the contract. All such accounting and menu records shall be kept on file for a minimum of three years after the end of the federal fiscal year to which the records pertain or any other time period which the CONTRACTEE may designate from time to time. The VENDOR shall agree that authorized auditors and officials, upon request, shall have access to all such records for audits and reviews at a reasonable time and place. The authorized officials shall have the right to conduct on-site reviews of the food handling service, transportation and operations.

No equipment, except NSF (formerly known as the National Sanitation Foundation) approved insulated containers for home delivered meals, shall be furnished or maintained by the CONTRACTEE. The VENDOR shall supply and maintain approved automotive vehicles, insulated containers and other equipment (including utensils, cutlery, service ware, cups, straws, napkins, accessories and condiments) appropriate for the storage, preparation, delivery, and serving of hot and cold foods and frozen meals and abide by all safety measures and sanitary practices in handling operations.

In the event that the VENDOR fails to deliver any meal(s) or other food to the designated sites as agreed upon, the CONTRACTEE may procure a meal(s) or other food elsewhere and charge the VENDOR the cost of such replacement or any other expense incurred in procuring such replacement.

A VENDOR contract shall be deemed as non-compliant and shall be justified for immediate cancellation of the contract if, without prior notice and communication, the VENDOR fails to deliver scheduled meals for a three day consecutive period, or if any person eating meals prepared under this contract becomes ill as a result of a food-borne illness attributed to the negligence of the VENDOR, as determined by the South Carolina Department of Health and Environmental Control (SCDHEC).

The VENDOR shall not subcontract any portion of the contract to another food service company without prior written approval by the CONTRACTEE. The CONTRACTEE must notify the AAA and LGOA of any subcontracts.

The VENDOR shall be responsible for all fees, taxes and licenses required for operating under this contract.

The VENDOR shall be flexible regarding the number of meals to be provided at each site from day to day.

Both the CONTRACTEE and VENDOR shall maintain financial and menu documents pertaining to this contract for three years.

VI. General Conditions and Compliances for VENDORS Civil Rights Act of 1964, title VI and VII

The VENDOR shall abide by all federal and state employment laws, regulations, and requirements, including but not limited to, the Civil Rights Act of 1964, Title VI and VII, the Americans with Disabilities Act, and the United States Department of Labor (USDOL) Employment Standards Administration.

VENDOR and CONTRACTEE Indemnification

The VENDOR shall act as an independent contractor and not as an employee or agent of the CONTRACTEE in operating the aforementioned services. The VENDOR shall be liable and agree to be liable for, and shall indemnify, defend and hold the CONTRACTEE harmless, for all liability incurred claims, suits, judgments or damages arising from the operation of the aforementioned services during the course of the Agreement.

Termination of VENDOR

Subject to the provisions below, the CONTRACTEE may terminate the contract for any reason, provided a 30 day written notice is given to the VENDOR in advance.

- Termination for Convenience: In the event that this contract is terminated or cancelled for the convenience of the CONTRACTEE without the required 30 days advance written notice, then the CONTRACTEE may need to negotiate termination costs with the VENDOR, if appropriate.
- Termination for Cause: Termination by the CONTRACTEE for cause, default or negligence on the part of the VENDOR shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The 30 days written notice in advance requirement is waived and the default provision shall apply.
- In Case of Default: In case of default by the VENDOR, the CONTRACTEE reserves the right to purchase any or all items in default in the open market, charging the VENDOR with any additional costs. The defaulting VENDOR shall not be considered a responsible bidder until the assessed charge has been satisfied.

The VENDOR may terminate the contract giving the CONTRACTEE no less than a 120 days prior written notice of intention to terminate as of the date specified.

The CONTRACTEE shall notify the PSA immediately upon termination of contract.

VII. Contract Period between VENDOR and CONTRACTEE

The contract shall run from July 1, ___ through June 30, ____, with the option of being renewed on an annual basis, not to exceed four additional years. This contract shall automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the VENDOR elects not to extend on the anniversary date, the VENDOR must notify the

CONTRACTEE of its intention in writing 120 days prior to the anniversary date. At renewal time, the CONTRACTEE may elect to add an optional service, which is stated in this contract, subject to negotiations and a written agreement between both parties.

Price changes may be negotiated to be effective on renewal date if extended. If the contract is extended beyond the initial contract year, price adjustments shall equal the change in the United States Consumer Price index for all urban consumers (CPI-U) for food away from home for the previous twelve month contract period. In the event of a major change in the quantity of meals, the CONTRACTEE reserves the right to negotiate the price based on market conditions.



**ATTACHMENT A
LOCATION OF VENDOR AND PRODUCTION FACILITY**

NAME OF VENDOR:	
OFFICE ADDRESS:	
PHONE:	
CONTACT:	

	LIST OF PRODUCTION FACILITIES	*DATE OF MOST RECENT INSPECTION	GRADE
1.	Address		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
2.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		
3.	Address:		
	Phone:		
	Manager:		
	Description, number and age of vehicles:		

*Copies of most recent sanitation inspection (and/or USDA/FDA certification, if applicable) for each production facility must be attached. If the most recent inspection was a follow-up inspection, the initial inspection that required the follow-up inspection must be provided.

Note: If a bidder is purchasing pre-plated, blast-frozen meals, the bidder must also supply evidence that such VENDOR complies with all the requirements contained herein and must provide the VENDOR's plant inspection number and USDA certification.



ATTACHMENT B
Meal Cost Analysis Worksheet for Hot, Deli and Picnic Meals

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

HOT, DELI, AND PICNIC MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost	
2. Disposable Meal supplies (serve-ware, cutlery, napkins, glassware)	
3. Beverage Service	
4. Labor	
5. Equipment (thermal transport)	
6. Transportation/Delivery - Labor	
7. Transportation/Delivery - Equipment	
8. Administrative Expense	
9. Nutrition Education (if included in contract)	
TOTAL (should equal 100%)	



**ATTACHMENT B
Meal Cost Analysis Worksheet for Frozen & Shelf Stable Meals**

On the worksheet below, provide the **percentage** breakdown of the meal components listed.

FROZEN MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost (frozen)	
2. Raw Food Cost (fresh supplemental foods as applicable)	
3. Labor	
4. Equipment (thermal transport)	
5. Transportation/Delivery - Labor	
6. Transportation/Delivery - Equipment	
7. Administrative expense	
8. Nutrition education (if included in contract)	
TOTAL (should equal 100%)	

SHELF STABLE MEALS

Meal Cost Component	Percent of Total
1. Raw Food Cost (shelf stable)	
2. Raw Food Cost (fresh supplemental foods as applicable)	
3. Labor	
4. Equipment	
5. Transportation/Delivery - Labor	
6. Transportation/Delivery - Equipment	
7. Administrative expense	
8. Nutrition education (if included in contract)	
TOTAL (should equal 100%)	



ATTACHMENT D
PROJECT MENU PLAN FOR LUNCH/DINNER
WEEK #: _____

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables					
Fruits					
Bread or alternates					
Milk or alternate					
Dessert (optional)					
Accompaniments (as needed)					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal _____ Pro _____	Kcal _____ Pro _____	Kcal _____ Pro _____	Kcal _____ Pro _____	Kcal _____ Pro _____	Kcal _____ Pro _____
Fat _____ Fiber _____	Fat _____ Fiber _____	Fat _____ Fiber _____	Fat _____ Fiber _____	Fat _____ Fiber _____	Fat _____ Fiber _____
Vit C _____ Vit A _____	Vit C _____ Vit A _____	Vit C _____ Vit A _____	Vit C _____ Vit A _____	Vit C _____ Vit A _____	Vit C _____ Vit A _____
Vit B12 _____	Vit B12 _____	Vit B12 _____	Vit B12 _____	Vit B12 _____	Vit B12 _____
Vit B6 _____ Ca _____	Vit B6 _____ Ca _____	Vit B6 _____ Ca _____	Vit B6 _____ Ca _____	Vit B6 _____ Ca _____	Vit B6 _____ Ca _____
Mg _____ Zn _____	Mg _____ Zn _____	Mg _____ Zn _____	Mg _____ Zn _____	Mg _____ Zn _____	Mg _____ Zn _____
Na _____ K _____	Na _____ K _____	Na _____ K _____	Na _____ K _____	Na _____ K _____	Na _____ K _____

Prepared by: _____ **VENDOR:** _____ **Effective Date:** _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

 VENDOR Dietitian/Nutritionist

 AND Registration Number / SC License Number



**ATTACHMENT D
PROJECT MENU PLAN for Breakfast
WEEK #:**

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Month, Date					
Meat or alternate					
Vegetables					
Fruits					
Bread or alternates					
Milk or alternate					
Accompaniments					
Beverage (optional)					
Analysis Weekly Avg.	Nutrient Analysis Daily Values				
Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____	Kcal _____ Pro _____ Fat _____ Fiber _____ Vit C _____ Vit A _____ Vit B12 _____ Vit B6 _____ Ca _____ Mg _____ Zn _____ Na _____ K _____

Prepared by: _____ **VENDOR:** _____ **Effective date:** _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Meal Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

VENDOR Dietitian/Nutritionist

AND Registration Number / SC License Number



ATTACHMENT E REQUESTED VENDOR MENU TYPES

Note to VENDOR: Menu plans must be developed for the following menu types as checked:

- Regular main meal menus for July, August, and September (four week cycle, 20 menus)
- Modified main meal menus for July, August, and September (four week cycle, 20 menus)
- Frozen regular and modified main meal menus for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (four week cycle, 20 menus)
- Frozen regular and modified main meal menus with fresh supplemental foods for July, August, and September, if a CONTRACTEE requests a bid for these frozen meals (four week cycle, 20 menus)
- A two-week set of non-perishable, shelf-stable meal menus (10 menus)
- Non-perishable, Emergency Meals (three menus)
- Picnic Meals, Special Meals and Holiday Meals (two menus for each type)
- Deli Meals for July, August, and September to include two meals for week-end days (18 menus total)
- Breakfast menus (two weeks or 10 menus)

NOTE: Picnic, Deli and Special meals must meet the Older Americans Act nutrient requirements as outlined in the LGOA Policies and Procedures Manual and the nutrient guidelines specified in this document.

SAMPLE CONTRACTEE MENUS

Note to VENDOR: Sample menus (for those menu types checked) are provided for reference.

- Regular main meal menus
- Modified main meal menus
- Frozen regular and modified main meal menus
- Non-perishable shelf-stable meal menus
- Non-perishable Emergency Meals
- Picnic Meal menus, Special Meal menus, and Holiday Meal menus
- Deli Meals menus
- Breakfast menus