



**MIFA MEALS ON WHEELS
SENIOR NUTRITION PROGRAM**

REQUEST FOR PROPOSALS

FOR

FOOD SERVICE CONTRACT

GENERAL INFORMATION

The Metropolitan Inter-Faith Association is a non-profit agency providing nutrition services to older persons under Title III of the Older Americans Act. The nutrition program (MIFA Meals on Wheels) is made possible by a grant from the Aging Commission of the Mid-South with federal, state and local contributions.

The MIFA Meals on Wheels Nutrition Program serves meals to persons age sixty and older at 15 sites, and in hundreds of homes in Shelby County, five days per week, Monday through Friday. Every meal served must meet federal, state and local regulations and standards.

The information contained in this document outlines the minimal specifications and requirements that will be required from service vendors wishing to submit a bid to MIFA Meals on Wheels. Adherence to these requirements by the vendor receiving this contract will be strictly monitored and enforced by the staff of MIFA Meals on Wheels and the Aging Commission of the Mid-South. The submission of a bid for this contract shall constitute tacit recognition and acceptance of the provisions outlined in this document.

Further inquiries concerning the contents or clarification of these specifications should be directed to:

Kathy Williams, Vice President of Senior Programs
MIFA Meals on Wheels
910 Vance Avenue
Memphis, TN 38126
Phone (901) 529-4537
kwilliams@mifa.org

Submission and Review of Bids

MIFA Meals on Wheels will receive sealed bids at 910 Vance Avenue Memphis, Tennessee, 38126 to provide the goods and services described in the following specifications. For bids to be considered, one original and 10 copies must be received no later than 4:30 pm on Friday, March 15, 2019. Each bidder will be given the opportunity to make a presentation to the bid review committee during the week of April 15, 2019. Please contact the Vice-President of Senior Programs at (901) 529-4537 or by email at kwilliams@mifa.org to arrange a time for your presentation.

The successful bidder will be evaluated and selected based on the following criteria:

- Price
- Meal quality and appearance
- Competitive cost for various types of menus: breakfast, puréed, and vegetarian
- Ability to provide additional freezer space and contingency plan
- Responsiveness to bid requirements
- Verifiable capability/experience of provider to meet contract needs
- Response from users of contractor's services
- Nutritional analysis of sample menus offered
- Plans for use of donated foods and MIFA purchased foods
- Plans for producing income for the MIFA Meals on Wheels Program through the use of MIFA Meals on Wheels kitchen or other means. Guaranteed income generated through this means will be used in comparing bids among vendors
- Proposed staffing, qualifications and experience of current and proposed management staff; proposed plans to provide ongoing and adequate staff training
- Two staffing models to include: Model (1) manager, cooks, utility, and prep.
Model (2) manager, cooks, utility, prep, and nutrition pack-out personnel.
- Sanitation standards, past record with Health Departments
- Vendor is bonded

Incomplete or non-conforming bids will not be considered.

Contract Period

The food service contract will be for a three-year period of time and run from July 1, 2019 through June 30, 2022. Based on satisfactory performance and the availability of funds, the contract, by mutual agreement, may be extended by one-year increments.

Kitchen Facilities

The MIFA Meals on Wheels kitchen, located at 910 Vance, may be inspected after 2 P.M. Monday through Friday by appointment. This may be scheduled by contacting Tonya Parker at (901) 527-4520 or tbradley@mifa.org.

Operational Requirements

The vendor awarded this contract must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the elderly as promulgated by the United States Department of Agriculture, the Administration on Aging, and the Tennessee Commission on Aging and Disability and all federal, state, and local regulatory bodies.

The vendor shall further have the demonstrated capability by past experience to implement the nutritional and logistical aspects applicable to the performance of the contract. Such evidence shall include a list of clients and/or previous purchasers of food service from the vendors who consent to respond to inquiries.

In addition to price, MIFA Meals on Wheels will evaluate past Title III-C or other senior nutrition experience, qualifications and capability of personnel, and the capacity to provide required services. Vendors must be bonded.

Vendor shall include any and all audit exceptions, contract deviations or disputes with his contractors and/or grantors, any questioned costs or early termination of contracts and any other problems or conflicts with previous or current contract and/or grants. Vendor, by the submission of a bid, hereby grants permission to MIFA to have access to any and all information concerning the vendor that MIFA wishes or determines necessary for MIFA to make a judgment concerning the bids. Further, the vendor hereby grants authority to MIFA to request information of contractors, grantors, government regulators or taxing authorities the right and duty to respond to MIFA's requests. Failure to respond to MIFA's requests shall be grounds for MIFA to disqualify a bidder from the bid process and/or void any contract between MIFA and the vendor.

It is further understood between MIFA and the vendor that these bid specifications are hereby incorporated into any vendor bid or contract between MIFA and the vendor as if these bid specifications were therein repeated verbatim and which bid specifications survive the performance of the contract.

The vendor agrees to administer the program in accordance with the provisions of Public Law 95-748 and Title III-C I and III-C2 of the Older Americans Comprehensive Services Amendments of 1978 as identified in the Rules and Regulations published in the Federal Register, March 31, 1980, and signed March 24, 1980 or as amended, by the Committee on Education and Labor of the U.S. House of Representatives. Copies of these may be obtained from the United States Government Printing Office or its local subsidiaries and branches.

The vendor must be capable of implementing the provisions of the contract by July 1, 2019. Any or all bids may be rejected if the Bid Review Committee determines it is in the best interest of MIFA Meals on Wheels to do so.

Categorical Requirements

The bid must contain any supporting documents and information including:

1. A financial statement of the vendor reflecting the capabilities to sustain operations for the contract period.
2. Demonstration of the capability to meet the needs of the program by providing evidence of sustained operation in large scale mass feeding operations.
3. Concept and method of service proposed.
4. A brief resume of the corporate foods management staff.
5. Description of proposed staffing plan for operation of the MIFA Meals on Wheels Program.
6. Minimum requirements and job description for unit manager and any other professional staff.
7. Sample Menus including:
 - a. Four-four-week cycle menus reflecting changes for the corresponding seasons: Winter, Spring, Summer and Fall.
 - b. Twelve holiday or special menus corresponding to the appropriate holiday for each month.
 - c. Four shelf-stable menus meeting at least 1/3 RDA for persons over 60 years of age to be cycled as needed throughout the year.
 - d. Two picnic menus meeting at least 1/3 RDA for persons over 60 years of age.
8. Sample of food serving instructions for congregate and home delivered meals.
9. Sample of nutrient analysis for each cycle requested.

10. Plan for determining credit allowance for specific menu items replaced by donated foods, USDA commodities, and food purchased by MIFA.
11. Bid quotations based on an average of 1,800 meals per day. A bid scale quotation in increments of 100 meals (from 1,300 to 1,399 per day) should be submitted to accommodate variations in the number of meals served. Meal cost is to be determined based on the average number of hot meals served daily, but computed on a weekly basis. (Total number of hot meals served during a week divided by the number of serving days). The bid scale also permits accommodation to more or less meals as determined by the amount of federal funding available.
12. An additional bid quotation for supplying frozen meals per day should be included in this bid. The individual meals should be packed in appropriate packaging for delivery. Use the bid scale quotation as written in #11 above.
13. An additional bid quotation for supplying an average of 2,400 shelf stable meals should be included. These meals should be individually packed for delivery. Use the bid scale quotation as written in #11 above.
14. An additional bid quotation for supplying 400 picnic meals packaged for congregate meal sites should be included in this bid.
15. A list of users of contractor's services who may be contacted as references. Contact persons, addresses and phone numbers should be included. Indicate those for whom Title 111-C Services were provided.

Termination of Contract

MIFA Meals on Wheels may terminate this Agreement immediately, if federal, governmental private or state funds are not available or for cause as stated in # 12, on page 16 of the Records and Procedures Section of these bid specifications.

Insurance

The Contractor will procure and maintain comprehensive liability insurance to include bodily, personal injury, product and property damage liability insurance with limits of \$ 2,000,000 for injury or death of any one person in any one accident, \$ 2,000,000 for injury of two or more persons in any one accident, \$ 2,000,000 for property damage in any one accident and umbrella excess liability coverage in the amounts of:

Each occurrence	\$2,000,000
Aggregate products	\$5,000,000
Aggregate property damage	\$2,000,000

The contractor will add the Metropolitan Inter-Faith Association as an additional insured (with a minimum of thirty-day cancellation notice) and indemnify the Metropolitan Inter-Faith Association against any loss or damage (including attorney's fees and the cost of the litigation) related to the preparation and serving of food. The Contractor will carry Workman's Compensation Insurance covering all persons who may be employed by it for any purpose connected with the operation and will file proof of such coverage with MIFA Meals on Wheels.

Miscellaneous Requirements

The Contractor shall be responsible for all costs of operation, except as otherwise noted, and will hold harmless the Metropolitan Inter-Faith Association from any and all claims, demands or liability on account thereof. All food and other supplies shall be purchased and the Contractor in its own name and at its own expense shall employ all managers, and other personnel. All Contractor employees shall wear uniforms and/or name tags provided by the Contractor at its own expense.

Site Closing

There will be up to twelve holidays, which will be scheduled by MIFA prior to the beginning of the program year. MIFA Meals on Wheels clients will be served a home delivered meal on Christmas Day. Special arrangements will be made with the vendor so that a full crew may not be required for that particular day.

From time to time, any or all sites may be closed due to weather conditions, catastrophes, or other circumstances beyond the control of the project. Generally, if MIFA's President/Chief Executive Officer closes MIFA, no hot meals will be served. When this occurs, MIFA Meals on Wheels' staff may elect not to deliver any or all meals. The contractor will not be charged for those meals not delivered. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, the day's menu will be substituted for the following day's menu. Every effort will be made to serve as many meals as possible during weather-related emergencies.

When possible, the Contractor will be notified by 3:00 P.M. the day before if a site or sites are closed due to any reasons which the project management has no control. When this occurs, MIFA Meals on Wheels will not be charged for meals.

MIFA Meals on Wheels will place orders with the Contractor, for meals by site, the working day before serving. The Contractor must honor reductions in number of meals submitted by 3:00 P.M. the day before served. The Contractor may reject sizeable increases in number of meals if notification is less than two days.

The Contractor shall serve a holiday/special events menu once a month. In addition, the meal sites will be closed up to 12 days for holidays during the contract year. When requested, the Contractor will supply dietitian-approved shelf-stable meals. Meals may be requested by MIFA Meals on Wheels to serve other persons. If additional time or staff is required, a fee will be negotiated.

Kitchen Operations

The Contractor will be selected to operate and manage the MIFA Meals on Wheels central kitchen providing meals meeting contract requirements. The Contractor agrees to select, purchase and prepare food following menus provided by the Contractor and approved by MIFA Meals on Wheels. The Contractor agrees to assure that food-handling (cooking, storage and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%; however, if an inspection falls below 90%, a corrective action plan must be submitted within 48 hours to the Director of Meals and if an inspection should fall below an 80% rating, MIFA Meals on Wheels may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Agreement.

Management and Supportive Personnel

The Contractor will provide an on-site, full-time manager to assure optimal supervision of kitchen operation. The Contractor will provide supporting staff to include: cooks, prep-workers, utility, and servers. The manager should have extensive experience in sustaining very large volume production of food as well as the ability to communicate and work effectively with the MIFA Meals on Wheels staff. The manager and supportive staff should have a working knowledge of the Nutrition Program as set forth in federal and Tennessee Commission on Aging and Disability regulations for the elderly and of USDA regulations for donated foods. The kitchen manager must be able to adapt donated foods to fit the menu with the advice and assistance of the contractor's dietary staff. The manager annual vacation leave should be coordinated with MIFA Meals on Wheels to assure orderly continuation of production by adequately trained relief manager during the absence. MIFA will monitor operations to insure that food handling and sanitation procedures are adequate and to make recommendations as needed.

The Contractor will utilize services of an ADA Registered Dietitian to ensure that all menus meet 1/3 RDA and to submit nutrient analyses of all menus to the MIFA Registered Dietitian who will monitor menus, and all emergency changes, to insure that all dietary requirements are met. The Contractor's dietitian will be available to meet with MIFA staff, in both on premise meetings and via conference calls, as needed.

The Contractor will keep samples of all prepared food under refrigeration for a period of no less than three days. This is to assure that a test meal can be provided if a question of food borne illness arises.

The Contractor will maintain the services of, and an account with, local food and supplies provider(s) for the purpose of maintaining adequate inventory of approved food and supplies or for emergency purchases.

The Contractor will participate in weekly meetings with MIFA staff to facilitate open communication between parties.

Food

Each food group, or its alternate, makes a special contribution toward the objective of providing at least one balanced meal daily, Monday through Friday. Food should have eye appeal and bring pleasure to the palate of the majority of participants as evidenced by consumption and feedback. A variety of food and preparation method, including color, combinations, texture, size, shape, taste, and appearance shall be included in meal planning. Each cycle menu should be accompanied by complete nutrient analysis for all meals provided during that period.

The following minimum standards shall be met for all non-donated items.

- (1) Canned Fruits and Vegetables - Grade A or Fancy or better.
- (2) Fresh Fruits and Vegetables - U.S. No 1 or Fancy or better.
- (3) Poultry - USDA Grade A or better
- (4) Beef - USDA Choice or better. Beef should be tender and with a minimum of fat. Ground beef should be no more than 20% fat.
- (5) Pork - USDA No 1 or better. Pork should be tender and with a minimum of fat. Ham Cloverdale or equivalent.
- (6) Fish - Tuna- canned, packed in water, solid or chunky pack, white or light only. Fish portion 4 oz. raw, IQF, unbreaded, boneless, skinless, US Grade A., Halibut, Haddock, and Sole acceptable.
- (7) Eggs and Dairy Products - USDA Grade A or better.
- (8) Salt- iodized
- (9) Combination Entree Items - Must meet USDA Standards for prepared meat products, and program requirements for protein content per serving. Recipes and/or product must be approved in advance by program. These items include, but are not limited to: meatballs, beef-macaroni casserole, lasagna, beef stew, tuna casserole, Salisbury steak, etc. Considerations include texture of product, percentage of extended, seasoning, sodium and cholesterol content, and preservative content. MSG is not acceptable.
- (10) Fat - Margarine patties, corn oil, fortified with Vitamin A., 90 ready-to serve patties per pound, Fleischman brand or equivalent.

Nutritional Requirements

1. Meals shall comply with the most recent Dietary Guidelines for Americans published by the Secretary of Agriculture:
 - a. For all food items served, nutrient-dense, lean and/or low-fat forms are preferred.
 - b. Locally grown and seasonal items should be incorporated whenever possible.
 - c. A variety of fruits and vegetables shall be served.
 - d. Added sugars, refined starches, saturated fats and salt shall be used sparingly.
 - e. Use of whole fresh or frozen fruits is preferred over canned fruits to avoid added sugars. When using canned fruit, it should be packed in its own juice, with light syrup, or without sugar.
 - f. Fruit is the preferred dessert option.
 - g. Whole grain items are preferred and should constitute at least half of all grain items served.
 - h. Use of plant-based oils that are high in unsaturated fats is preferred when adding fats and oils to meals.
 - i. Use of variety herbs and spices to replace added salt.
 - j. Use of fresh or frozen vegetables is preferred over canned vegetables to avoid added sodium. Utilize low-sodium canned products or rinse before using. If using processed foods, balance the meal with fresh or frozen items to keep total sodium below 1,000 mg.
 - k. To balance the effect of sodium on blood pressure, offer potassium-rich foods.
 - l. All juices whether unsweetened fruit juice or vegetable juice shall be full-strength (i.e. 100% juice). Vitamin-fortified juices, low-sodium vegetable juice or sodium-reduced tomato juice are preferred over other juices.
 - m. A variety of protein sources shall be served including meats, poultry, seafood, eggs, nuts, seeds, and other vegetarian proteins.

2. Meals shall contain:
 - a. A minimum of 33 1/3 percent of the dietary reference intake (DRIs) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Dietary Reference Intake (DRI) Requirements for One Meal Daily- Table 1

Nutrient	Amount Required	Notes
Calories	>655 calories per meal, averaged over one week	No less than 600 calories per meal
Protein	>17g per meal	
Fat	< 30% calories, averaged over one week	
Fiber	>8g averaged over one week	
Calcium	>400 mg per meal	
Vitamin A	>300 mcg (RE), averaged over one week	
Vitamin B12	>.8 mcg per meal	
Vitamin C	>30 mg per meal	
Sodium	< 1000 mg, averaged over one week	No more than 1200 mg per Meal

Double these values for two meals served daily. Triple these values for three meals served daily.

Nutritional Requirements Compliance

1. Assurance of compliance with DGA and DRI requirements may be achieved by one of the following methods:
 - a. Conduct a computer nutrient analysis based on DRI requirements in Table 1 above, noting that requirements may be averaged over a week of meals. Compliance shall be verified by completing and submitting the Nutrition Analysis Worksheet for each unique week of meals and for any special meals such as emergency meals, menus, and nutritional analysis for approval, at least three (3) weeks prior to the initial use of the menu; OR
 - b. Plan and prepare meals that conform to the meal pattern in Table 2 below or an alternative meal pattern outlined in the most recent Dietary Guidelines for Americans noting that each serving may only be classified in one category and that the same food item served in sufficient quantity may satisfy more than one serving requirement. Compliance shall be verified by completing and submitting the Meal Pattern Worksheet for approval, at least three (3) weeks prior to the initial use of the menu.

Meal Pattern: Table 2

Food Group	Serving per meal*1	Current Dietary Guidelines Servings per day for 2000 calories per day*2
Bread or bread Alternate, Starches/ Grains	2 servings (one should be whole grain): 1 serving = ½ cup cooked rice, pasta, oats or cereal; 1 medium slice bread; 1 oz ready-to-eat cereal	6 one ounce equivalent servings daily. One half of grain servings Should be whole grain products
Vegetable	2-3 servings*: 1 serving = ½ cup raw or cooked vegetable, ½ c. vegetable juice, 1 cup leafy salad greens, ¼ c. dried vegetable	2 ½ C. equivalents or 5 servings daily. Includes dark green, red or orange vegetables, cooked beans and peas, starchy vegetables and others such as green beans.
Fruit	1-2 servings*: 1 serving = ½ cup raw or cooked fruit, ½ c fruit juice, ¼ c. dried fruit, one medium size whole fresh fruit	4 servings daily. Includes all fresh, frozen dried fruit and fruit juices.
Dairy Milk or Milk Alternate	1 serving: 1 serving = 1 cup milk, yogurt or fortified soymilk; 1 ½ ounces natural cheese or 2 oz. of processed cheese	3 servings daily. Choices should be fat free or low fat.
Meat or Meat Alternate	1 serving: 1 serving = 3 oz. or equivalent	5 ½ oz. equivalents daily.
Oils/Fats	1 serving: 1 serving = 1 teaspoon of fortified, soft margarine; mayonnaise; or vegetable oil or one tablespoon of salad dressing	27 grams. Avoid trans fats and limit saturated fat, cholesterol.
Dessert	Follow guidelines	Follow guidelines

*1 The number of servings per meal estimates of 1/3 of the DRIs.

*2 Caloric value (2,000 kcal/per day) based on a 61+ year old male, “sedentary” physical activity level. [Source: Dietary Guidelines for Americans 2015, Appendix 3]

* Must have minimum 3 serving total of fruits and vegetables

These guidelines must be met. All exceptions/changes in posted menu must be approved, in advance, by the MIFA Meals on Wheels dietitian. Menu substitutions must have prior approval by MIFA Meals on Wheels’ dietitian or other staff in his/her absence. In the event a substitution is made without the prior approval, MIFA Meals on Wheels will not be responsible for payment of the meals containing the unapproved substituted menu item.

The Contractor shall be responsible for the typing of the final copy of the menu. The Contractor shall maintain a quantity recipe file for all items prepared in appropriate yields subject to inspection by MIFA Meals on Wheels, the Aging Commission of the Mid-South or their agents.

Menus should be planned so that food items (except bread and milk) are not served the same days of successive weeks, thus providing a variety of foods and nutrients. Foods must be of United States origin.

The special needs of clients, including client survey data, must be considered in all menu planning, food selection, and meal preparation. During menu planning sessions, offer food expos to enhance food selections. A test meal must be made available, without charge, when requested by the MIFA Meals on Wheels' dietitian for the purpose of testing palatability and food quality.

The Contractor will provide daily site serving instructions thirty (30) days prior to implementation. Site serving instructions will include portion sizes and plate diagrams for congregate meals and home delivered meals. The Contractor will work with MIFA Meals on Wheels staff to train site personnel in these procedures.

Food shall be packaged so that there is a minimum of spillage in the carrier. Vendor will take any necessary measures including, but not limited to, wrapping pans with plastic film and/or aluminum foil to prevent spillage. Plastic film will be used under foil for any products likely to be damaged or discolored by foil (such as tomatoes).

Special purchased or donated food sources will include the Mid-South Food Bank, USDA products, and other resources identified by MIFA. Special purchased or donated products can be utilized to reduce food costs while maintaining quality. The Contractor will be expected to test foods and create a variety of applicable recipes to utilize the quantity specified by MIFA. The Contractor will plan for prompt utilization. The usual 30 day finalization of menu approval will not be required for special purchased or donated foods.

Home Delivered Meals

The Contractor will provide food for delivery to individual homes. Home Delivered Meals will be packaged from a centralized distribution center(s) or from congregate sites. When distributed from a site, orders of twenty or more meals will be packaged separately from congregate food. Hot foods will be delivered to this center in bulk according to number of meals ordered by MIFA Meals on Wheels. Hot items should not exceed three per meal. Breads and all cold foods will be individually wrapped, bagged, or packed into cups with lids (marked when two cups are required) by the Contractor. The Contractor will count cold foods, milk and ice into delivery chests (provided by MIFA Meals on Wheels) according to routes for delivery to the distribution center(s).

The Contractor will be responsible for daily cleaning of heated transport units and dollies upon return to the kitchen. The Contractor will also wash daily and store the delivery chests used to transport hot and cold food.

Disposable Supply Specifications

The Contractor shall provide the following, subject to MIFA Meals on Wheels approval:

Disposable Plastic Flatware

Knives - King size, heavy weight (6 1/2')

Forks - King Size, heavy weight (6 1/4")

Spoons - King Size, heavy weight (6")

Meal Trays

5 compartment, Styrofoam or other material approved by the Program, heavy weight (10 1/4" x 8 1/4")

*Carry-Out Trays

Rigid aluminum container (including lid) or the equivalent (6 1/2" x 8 1/2") OR

3 compartment trays and sealing film used with MIFA's Oliver heat sealing equipment.

*Salad/Dessert Cup

6 oz. spill-proof cup with secure lid or 5 oz. plastic cup with heat sealing film cover for use with Oliver machine

Gloves

Medium - XLarge polyethylene, disposable, boxed dispenser pack

Napkins

Facial quality (13" x 17")

*Plastic Bread and Other Bags

On roll for use with bagger machine; appropriate condiment bags

Boxes / Packaging

Appropriate for packing shelf stable meals

*** Items used for Home Delivered Meals only**

Facilities

1. MIFA Meals on Wheels will provide the central kitchen facility with adequate equipment and space for preparing the volume of food required. The last meals should leave the kitchen by 8:30 A.M. so participants can eat at the scheduled time. MIFA Meals on Wheels will furnish the delivery containers and steam table pans to transport the food. MIFA Meals on Wheels will pick up and deliver the food from the kitchen to the sites in its own trucks. MIFA Meals on Wheels will also furnish coolers and Cambros. It is the responsibility of the Contractor to provide a daily sanitary maintenance schedule of the steam table pans, containers, Cambros and coolers, which will be returned to the dish room. MIFA Meals on Wheels will supply site serving equipment and utensils. The Contractor will furnish its own kitchen utensils and supplies, including janitorial (i.e. cleaning supplies, dishwashing supplies) and kitchen small wares. The Contractor will provide telephone service, office supplies and equipment, employee uniforms and name tags.
2. MIFA Meals on Wheels will provide ice-making equipment. In the event of ice making equipment failure, the Contractor must provide ample ice. MIFA Meals on Wheels will bear the reasonable cost of the ice. Ample sanitary ice bags will be provided by the Contractor to hold ice to chill cold chests and to supply the site(s) with ice as needed.
3. The Contractor will be responsible for protecting the equipment and facilities owned by MIFA Meals on Wheels from abnormal use, abuse, or negligence, including breakage and loss. The Contractor will be responsible for securing and locking all kitchen exits doors and before leaving after their shift. The Contractor will be responsible for the inventory of steam table pans, transport containers and ice chests and will be expected to replace any items missing at time of inventory. The Contractor will be responsible for daily maintenance and cleaning of equipment and facilities. Routine repair expense for equipment and facilities either owned or leased by MIFA Meals on Wheels will be paid by MIFA Meals on Wheels when authorized by MIFA Meals on Wheels, provided neglect or misuse was not involved up to \$500. There will be a split of 50% Contractor, 50% MIFA for costs for repairs exceeding \$500. All repair of equipment and facilities determined to be the result of neglect or misuse will be paid 100% by Contractor. Kitchen maintenance such as sewer obstructions resulting from waste and/or trash in the line will be the responsibility of the Contractor. Upon expiration or termination of this Agreement, the Contractor will leave the equipment and building facilities owned or leased by MIFA Nutrition Services in as good condition as it was when turned over for the Contractor's use, normal wear and tear expected. Dumpster service will be provided by MIFA Meals on Wheels. Contractor will ensure all trash is placed inside dumpster.
4. The Contractor will use the MIFA Meals on Wheels central kitchen equipment and facilities exclusively for MIFA Meals on Wheels unless a written agreement is made for the preparation of other meals, which will benefit the MIFA Meals on Wheels Program.
5. The Contractor will provide off-site warehouse and refrigerated and freezer storage space as needed for MIFA Meals, including in the event of prolonged power outage. Transportation from storage to the kitchen will be the Contractor's responsibility.

Records and Procedures

1. Daily production of delivery orders for each site will be prepared by the Contractor and MIFA Meals on Wheels. These orders will show the quantity of food ordered, number of containers, and supplies for each site that are to be delivered by MIFA Meals on Wheels' van drivers each day. The containers must be legibly marked for delivery to the appropriate site.
2. The Contractor will be responsible for the daily inventory control of MIFA Meals on Wheels owned food delivery equipment assigned to the Contractor. The Contractor should report any missing equipment the day it disappears so responsibility can be determined. An annual inventory must be conducted by June 30th of each fiscal year of the contract.
3. MIFA Meals on Wheels shall have the right and authority to:
 - a. Inspect food to determine compliance with the specifications and to determine compliance with U.S. Department of Health and Human Services requirements and to withhold payment for meals and other food not meeting prescribed requirements.
 - b. Approve the menus and recipes for meals and other food to be delivered, so as to ensure compliance with the U.S. Department of Health and Human Services requirements.
 - c. Inspect at any time the Contractor's food preparation, packaging, and storage areas and the food containers to determine the adequacy of cleaning, sanitation, and maintenance practices.
 - d. Require an equipment cleaning and sanitation schedule to be posted and a cleaning log maintained and submitted to MIFA Meals on Wheels each month.
 - e. Obtain a copy of keys to all doors within the Contractor's food preparation, packaging and storage areas. The MIFA Director of Meals on Wheels and MIFA Facilities Director will also be made privy to any security arrangements made by the Contractor with the electronic security system vendor. This includes access to view all camera, video, and/or surveillance film.
4. The Contractor shall comply with all federal, state and local health laws, regulations, sanitation, fire, safety and license requirements governing the preparation and handling of food including the Tennessee Department of Health Rules and Regulations to Food Service Establishments; shall procure and keep in effect all necessary licenses, permits and food handlers' cards, as are required by law; and shall post such licenses, permits and cards in a prominent place within meal preparation areas as required. The Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to wages and hours of employment.

5. The Contractor shall maintain proper temperatures for the hot and cold food and shall maintain adequate sanitary practices in handling the food. Hot foods should be packaged at or above 135 degrees at all times. Cold foods should be 41 degrees or below at all times. Frozen food should be 32 degrees or below at all times. Foods should be handled by methods designed to maintain proper temperatures. Temperatures at pack out are to be taken daily and recorded for a minimum of 1 site per route. Record sheets are to be submitted to MIFA Meals on Wheels weekly each Friday.
6. All records of the contractor related to food purchase, storage, and food preparations for MIFA Meals on Wheels shall be made available for audit and review by authorized representatives of MIFA Meals on Wheels and state and federal agencies.
7. The Contractor shall keep full and accurate records in connection with the sales covered by this Agreement. All such records shall be kept on file for five years after the end of the federal fiscal year to which they pertain or any other period which the Administration on Aging may from time to time designate.
8. Authorized representatives of MIFA Meals on Wheels, representatives of the Aging Commission of the Mid-South and the Tennessee Commission on Aging and Disability, shall have the right to conduct on-site review of the food service operation.
9. Any special purchased or donated food and commodities received by MIFA Meals on Wheels from the USDA, Mid-South Food Bank or others and made available to the Contractor shall be used exclusively for the benefit of MIFA Meals on Wheels and be utilized therein. The Contractor shall use food donated for the use of MIFA Meals on Wheels within the time frame specified by MIFA Meals on Wheels.
10. The contractor shall maintain adequate storage practices, inventory and control of such foods to insure that its use is in conformance with the requirements of the United States Department of Agriculture and the Administration on Aging.
11. The Contractor shall give the representative of the United States Department of Agriculture and Tennessee Commission on Aging ready access to the food storage area and to the inventory control records of purchased and donated food for such inspection and review as, in the opinion of such representatives, is necessary. The dollar value of special purchased and donated foods when used will be subtracted from the contractor's weekly invoice to MIFA Meals on Wheels, including an itemized listing of food and quantities actually used. Foods utilized at the request of MIFA Meals on Wheels will be credited at the market value or an agreed upon price of the items they replace. The Contractor will be accountable for any donated foods after they are assigned. The Contractor will maintain the inventory control records for donated commodities for a period of not less than three years.
12. It is mutually agreed between the parties that neither party shall be held responsible to the other for any losses resulting from its delay or failure to perform to the extent that the said

party is delayed or prevented by federal, state or municipal action, war, revolution, riot or other disorder, strike or other labor problem, fire, flood, act of God.

13. In the event that the Contractor fails to prepare or route correctly to sites the number of complete meals ordered and agreed upon, MIFA Meals on Wheels may accrue the cost of the missing meal (or meals) or procure a meal (or meals) or other food elsewhere, and charge to the Contractor the cost of such items plus any expense incurred by MIFA Meals on Wheels in procuring such items. Additionally, if the Contractor fails to deliver all menu items and the food is not replaced the following deduction procedure will go into effect: The deduction from the per-meal price contracted will be calculated by using the following percentages:

Full meal shortage	100%
Milk shortage	100%
Entree shortage	100%
Veg/Starch	14%
Salad	14%
Dessert	13%
Salad Dressing/Oleo	2%
Bread	3%

This procedure applies to food, which is found to be unwholesome. MIFA Meals on Wheels will invoice the Contractor weekly of such food and expenses.

14. This Agreement may not be assigned by the Contractor in whole or in part without the consent in writing of MIFA Meals on Wheels. The Contractor shall have no right to sublet or underlet any portion of this contract without approval of MIFA Meals on Wheels. If the Contractor proposes to use publicly funded resources in the performance of the MIFA Meals on Wheels contract, a copy of the contract for such must be included as a part of the bid.

15. In the event that the Contractor shall fail to maintain and keep in force products liability insurance, public liability insurance and workman's compensation insurance, as outlined in this specification, MIFA Meals on Wheels shall have the right to cancel and terminate this Agreement forthwith and without notice. In the event that the Contractor shall fail to carry out and comply with any of the other and remaining covenants, conditions and agreements to be formed by it hereunder, or to comply with any regulations adopted by MIFA Meals on Wheels in respect thereto, MIFA Meals on Wheels may notify the Contractor of such failure or default and demand that the same be remedied within thirty (30) days, and in the event of the failure of the Contractor to remedy the same within said period, MIFA Meals on Wheels shall thereupon have the right to cancel and terminate the Agreement without further notice.

16. The Contractor will invoice MIFA Meals on Wheels weekly, by the following Monday of the preceding week. This invoice will show the number of meals provided each day multiplied by the agreed cost per meal. Credits for any donated foods used will be deducted from the cost.

17. MIFA will normally pay the Contractor within thirty days of receipt of invoice. If MIFA Meals on Wheels funds are delayed, payment could be delayed. Each week the Contractor may be asked to submit a written record of the number of meals provided daily to each site. If a discount is to be offered for payment of invoices, this should be stated in the bid. However, the discounted price will not be used for the purpose of determining the bid price that will be used to compare bids of prospective Contractors.
18. The contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000 (d), as amended and E.O. 11246 (42 USC 2000) (e), as applicable, and the regulation pursuant thereto and found in 45 CFR., Part 80 and 41 CFR, Part 60, as amended. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that, to the extent possible, eligible persons are employed and that employees are treated, during employment without discrimination because of their race, color, religion, sex or national origin. Contractor will complete, sign and furnish to MIFA Meals on Wheels Form 441. Contractor will abide by the Drug Free Workplace Act.
19. Contractor shall abide by the following time guidelines:
- *7:30 A.M. Cold food loaded and ready in coolers for transport to the Home Delivered Meals distribution site(s).
- Hot food packed and counted into Cambros from route sheets for transport to the Home Delivered Meals distribution site(s).
- Congregate Delivered Meals supplies counted and ready for transport to distribution center.
- *8:00 A.M. Route #1 van driver will have all food and supplies loaded and ready for departure.
All paid routes to follow in timely fashion according to order determined by MIFA Meals on Wheels.
- *8:30 A.M. All paid HDM route drivers will have departed.
- *9:00 A.M. All paid CDM route drivers will have departed.
- 12:30 P.M. Approximate time all equipment begins to return from routes.
(excluding those units left in the field overnight).
- by 3:00 P.M. Receive site by site order and supply request for the following day.
- *MIFA Meals on Wheels reserves the right to modify this schedule as needed.

CONGREGATE SITES DELIVERED

For informational purposes only; subject to change:

Bartlett Senior Center
Bickford Community Center
City View Towers
East Senior Center
Highland Meadows
Hollywood Senior Center
Luther Towers
Madison Towers
Memphis Jewish Community Center
North Lake
Orange Mound Community Center
Plough Towers
St. Peter's Manor
Ruth Tate Senior Center
Wesley Millington

All Sites Open Monday – Friday 252 days per year.

DROP OFF SITES

Shelby County

Collierville Community Center
Kings Way Christian Church
Fullview Baptist Church

Responsibilities

For the purpose of establishing a ready reference to the financial obligations, the following schedule is provided:

To be furnished and paid by MIFA Meals on Wheels

Initial inventory: Heat keepers, cold keepers, steam table pan, ice- chests
Replacement inventory: heat keepers, cold keepers, steam table pan, ice chests
Trash/garbage disposal
Ice, if purchase required
Facilities (space) in which to operate
Kitchen equipment
Hood System
Shelving for storage
Dining room tables & chairs
Painting
Wiring, electrical outlets
Lighting fixtures
Equipment replacement
Food transportation
Fire & Hazard Insurance
Automobile Liability
Comprehensive Bodily Injury
Ad Valorem Taxes
Real Estate Tax
Personal Property Use Tax
Equipment repair/maintenance
Pest Control
Food Carriers

To be furnished and paid by the Contractor

Decorations for promotional meals
Furnish meals; Food Expos and Utensils
Staff personnel training
Furnish qualified, trained on-site manager full time
Furnish qualified ADA Dietitian services
Food purchases
Labor at production kitchen
Social Security Taxes on Operator's employees
Workmen's Compensation Insurance on operator's employees
Paper Products/disposables
Janitorial/cleaning supplies at production kitchen and handwashing sinks
Dishwashing supplies at production kitchen
Kitchen small wares - replacement inventory except steam table pans
Telephone, local
Telephone, long distance
Office supplies
Uniforms for operator's employees
Name tags for operator's employees
Management salary
Management benefits
Office equipment
Furnish invoices/statements
Furnish certificates of insurance
Menu planning and quality assurance by a qualified ADA professional dietitian(s)
Test kitchen and standardized recipes
Food products liability insurance
Public liability insurance
License
Accounting Expense
Security System
JCC/Plough Supplies
Production schedules; cleaning schedules
Additional freezer space if needed