

FY22, Q1 FEAST Senior Nutrition Program Contract**between****Good Taste Catering LLC (GTC)
and****City of Montpelier
Montpelier Senior Activity Center (MSAC)****For the period from July 1, 2021 – September 30, 2021****Purpose of Agreement**

Good Taste Catering LLC (GTC) and Montpelier Senior Activity Center (MSAC) enter into this contract to provide meal service for the senior meal program, FEAST.

MSAC is a division of the Community Services Department of the City of Montpelier. This Contract shall not be construed as an employment agreement.

GTC is an independent contractor, and are not agents of the City for any purpose. This contract shall not be construed as an employment agreement, nor a joint venture agreement, nor a contract of surety, indemnity or guaranty.

Period of Performance

The term of this agreement is for three months, commencing **July 1, 2021** and continuing through **September 30, 2021**

Location

The facility used by MSAC for FEAST operations is the two kitchen rooms and other spaces (office/storage closets/community dining room) located at 58 Barre Street and owned by the City of Montpelier.

The facility used by GTC for FEAST operations is the commercial kitchen located at 1 West St., Dewey Hall, Montpelier VT and owned by VT College of Fine Arts.

The City of Montpelier will be named as additional insured on GTC insurance. See page 5, “Insurance” section for more details.

Meal Cost

Compensation agreement will be the following:

Cost Total for FEAST Meals on Wheels and FEAST Curbside (per meal price for frozen home delivered & hot/fresh Curbside meals ordered) = \$ **7.90** per meal for a minimum of **4,125** and up to **4,500** meals.

Cost for meals prepared for VCIL's FEAST Meals on Wheels recipients under age 60: \$7.90

Cost for meals for FEAST Curbside recipients under age 60: \$7.90

GTC is not required to provide more than **4,500** meals during the contract term but may do so by express written consent of both parties. In the event that more than **4,500** meals are provided, GTC will discount the per-meal rate at a mutually-agreed upon amount to be determined.

In the event that fewer than 4,125 meals are needed for regularly scheduled service, GTC will provide the balance (up to 4,125) of purchased meals as similarly frozen meals within two weeks of the end of the contract period.

GTC shall submit, prior to the 5th day of each calendar month, a statement of the previous month's meal totals, including for FEAST Curbside, FEAST Meals on Wheels and FEAST meals for under age 60, to the Director of MSAC via email and copy to hdivack@montpelier-vt.org. The statement shall itemize the total number of meals produced, by the week, using a breakdown of which types of meals were served. MSAC shall make payments to the GTC within two weeks of receipt of the statement.

Compensation

GTC shall be compensated for FEAST Meals on Wheels & FEAST Curbside meals based upon what is ordered at the per meal cost of the meals set forth in the "Meal Cost" section of this contract. FEAST Meals on Wheels and FEAST Curbside are based on the number of meals sold at the per meal cost of the meals set forth in the "Meal Cost" section of this contract.

Note: At times when extra FEAST meals are required on the day of the order, GTC will make a responsible effort to meet increased needs and will be compensated at the same per meal bid price.

GTC shall submit by the 5th of each month a statement of the previous month's FEAST meal totals to MSAC via email. MSAC shall make payment to the GTC within two weeks of receipt of the invoice.

Provision of Meals

GTC shall furnish all food and labor necessary to prepare all FEAST meals at VT College of Fine Arts' Dewey Hall at 1 West Street and deliver to the Montpelier Senior Activity Center, 58 Barre Street, Montpelier – the location from where MSAC staff and volunteers will distribute all meals. GTC will send all home delivered meals, hot & frozen, in suitable containers from the Montpelier Senior Activity Center. FEAST Meals on Wheels (the home delivered meals) shall

be packaged individually, with seal tight covers for transportation, in an insulated carrying case (provided by GTC).

The number of meals to be prepared each day is determined by the number of registered FEAST Meals on Wheels clients and counts on route sheets prepared by MSAC staff the previous week, and the number of FEAST Curbside meal estimated reservations for that week. The route sheets will be emailed to GTC from the FEAST Program Manager, and regular communication will occur to monitor estimated Curbside demand as guests begin to eat at MSAC indoors and outdoors.

FEAST Meals on Wheels and FEAST Curbside meals must meet Older Americans Act standards for nutritional quality and quantity and meet 1/3 recommended daily allowance (DRI of vitamins and minerals). See Nutritional Standards.

Nutritional Standards

The Vermont Older Americans Act mandates that each meal served must provide at least 1/3 of the RDA for older adults and comply with the Dietary Guidelines for Americans. The Meal Plan Guide below is designed to help satisfy these requirements. Meals shall meet the following minimum nutrition requirements.*

Meal Plan Guide

Food Group	Serving Size	Options
Meat/Meat Alternate	2-3 oz. cooked weight	Lean meat, fish, poultry. May use meat alternates such as: eggs, legumes, cheese, tofu
Fruits and Vegetables combined for total of 1 ½ servings daily	½ cup, 100% fruit juice, ¼ cup dried fruits ½ cup vegetables, 1 cup fresh leafy greens, 6 oz. vegetable juice, ½ cup tomato sauce	Fruits -- fresh, frozen, canned or dried Vegetables – fresh, frozen, raw or canned vegetables, 100% vegetable juice, potatoes always count as a vegetable.
Grains and whole grains (combined total of 2 servings – 50% must be whole grain)	1 oz slice ½ cup cooked	Whole grain bread, muffins, biscuits, rolls, quick breads Rice, pasta and other whole grains
Milk/Milk products	8 ounces	Preferably low fat or skim
Fat	1 tsp oil, margarine or butter	Optional
Dessert	½ cup or 1 serving optional	Nutritious desserts: such as, fruit, pudding, cobbler, crisp and fruit pies. Pumpkin pie, muffin or carrot cake provides Vitamin A. Baked goods containing one serving of whole grain can count toward the whole grain requirement. Limit cakes, pies & cookies to 2 days for every 5 days of service.

- A total of 1½ servings fruit and/or vegetables must be served each day in any combination;
- A maximum of one high sodium food may be served each week;
- A good source of Vitamin A must be served at least every other day (for 5 day-a-week program). Sites serving 2 days or less must have Vitamin A at each meal;
- One Vitamin C rich food daily.

*For a full description of meal planning and food safety, see Vermont Older Americans Act Nutrition Program Orange Manual.

Menus

Menus will be prepared and submitted online to MSAC by the 10th of the previous month. Menus should be planned to take advantage of fresh seasonal foods, locally gleaned food, and other donated produce including from the City's FEAST Farm. The menus are to be prepared by GTC and must be approved by MSAC. Central Vermont Council on Aging will also review menus monthly for nutrient content and compliance with DRI's. Dietary options such as vegetarian and diabetic meals should be considered throughout the menu with regularity as determined in consultation with the MSAC FEAST Program Manager.

Monitoring

An authorized representative of MSAC shall have the right to inspect food preparation at any time during the term of the contract. GTC will be provided with "The Vermont Senior Nutrition Program Management Handbook."

Health Standards

GTC shall conform to all health and sanitation requirements of State of Vermont such as those outlined in the following documents:

(1) http://www.healthvermont.gov/sites/default/files/documents/2016/12/REG_food-service-establishments.pdf and (2)

https://dail.vermont.gov/sites/dail/files/documents/Senior_Center_ReOpening_Guidance_FINA_L_3.30.21.pdf

Other Facility and Supplies Responsibilities

MSAC shall:

- Provide all fixed utilities expenses for 58 Barre St. MSAC FEAST / senior nutrition program operations, including propane, water, electricity, trash-removal, compost pick-up, and heat. Note: Minimal cooking propane is anticipated, since meals will be prepared at VT College of Fine Arts Dewey Hall kitchen.
- Provide material support for meal distribution at 58 Barre Street, including but not limited to: first aid kit, paper towels, gloves, hairnets, limited plastic aprons, kitchen cleaning supplies (dish detergent, floor cleaner, mops and brooms, etc.)
- Provide packaging supplies for FEAST Meals on Wheels.

GTC shall:

- Cover the cost of all kitchen operations and lease expenses at VCFA/1 West St. kitchen for MSAC FEAST / senior nutrition program operations, including any costs for utilities, cleaning supplies and other expenses.

Delivery Details

Meals shall be prepared for FEAST Meals on Wheels and FEAST Curbside meals on a pre-arranged schedule. This schedule and logistical responsibilities will remain the same “as it is” in June 2021 with frozen meals being delivered 5 days a week as needed to MSAC and hot meals being delivered to MSAC on Tuesdays and Fridays. Extra frozen meals will be required in advance for some holidays (July 5 and September 6) and for backup meals for scheduled vacations, and emergencies.

Equal Employment Opportunity

GTC will not discriminate against any volunteer, trainee, employee or applicant for employment or unpaid work in the FEAST program because of their race, color, religion, sex, national origin, sexual orientation or gender identity.

Subcontract

This contract shall not be subcontracted, in whole or part, without the express written consent of MSAC.

Assignment

This contract shall not be assigned, in whole or part, without the express written consent of MSAC.

Amendments

Amendments to this contract may be made during the life of the contract if mutually agreed upon by both parties.

Insurance

Before a contract is executed, GTC shall submit to MSAC evidence showing the following insurance is in force and will cover all operations under the contract:

- Workers’ Compensation, in accordance with State Workers’ Compensation Law.
- Comprehensive General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of at least \$1,000,000 including, but limited to, Personal Injury Liability, Blanket Contractual Liability, Broad Form Property Damage Liability and Products Liability.

These policies shall contain a covenant by the company issuing the policies that the policies shall not be cancelled or terminated by the issuing company unless a thirty (30) day written notice of expiration or cancellation first be given to MSAC, and the policies must name MSAC & City of Montpelier as “additional insured”. Certificates of the policies shall be forwarded to MSAC & City of Montpelier.

Consulting Services

MSAC may contract with GTC to consult on matters such as: kitchen equipment and small wares purchases, community access to the kitchen, development of kitchen management / Standard Operating Procedures, etc. Fees for such consulting work will not exceed \$7500.00 per year unless otherwise agreed to in writing, and work will be billed only when written estimates for cost of such consulting are provided in advance.

Termination

Either party may terminate this contract by giving ninety (90) days notice in writing to the other party of its intention to terminate the contract.

Holidays, Vacations, Weather Closures and Program Interruptions

The following are City of Montpelier designated holidays observed by MSAC during the FY22 contract period:

Independence Day observed: Monday, July 5, 2021

Labor Day: Monday, September 6, 2021

Effective Date and Signature

The provisions of this Contract will be effective as of the date both parties have executed it and will continue and remain in full force and effect until September 30th, 2021. The Contract may not be modified in whole or in part by the parties except by mutual agreement in writing and duly executed by both parties. Both parties agree to meet prior to the expiration date of this Contract to discuss any contract for a future term.

Future Contract

Approaching successful completion of this contract, consideration will be given by August 31, 2021 to GTC for an extension contract for Qtr 4 2021 and beyond. This provision is not a guarantee of a future contract.

**All Notices to MSAC
shall be addressed to:
Montpelier Senior Activity Center ATTN: Director
58 Barre St., Montpelier, VT 05602**

**All Notices to Good Taste Catering LLC
shall be addressed to:
16 Monsignor Crosby Ave., Montpelier, VT 05602**

In witness whereof, the parties have caused this contract to be signed by their daily authorized representatives.

For Montpelier Senior Activity Center - Director

Date

For City of Montpelier – City Manager

Date

For Good Taste Catering LLC

Date