

Date 23 August, 2017



**Annual Supply Contract Specification –
Services (Schedule of Rates)**

HINDMARSH SHIRE COUNCIL

**SUPPLY OF MEALS ON WHEELS SERVICE-
1 NOVEMBER, 2017 – 30 JUNE, 2019**

CONTRACT NO. 2017-2018-03

Table of Contents

- 1. DEFINITIONS2**
- 2. OBLIGATION TO PROVIDE SERVICES2**
 - 2.1 Contractor’s Obligation2
 - 2.2 No Obligation on Council2
- 3. TIME.....2**
 - 3.1 Period of Notice2
 - 3.2 Commencement of Specified Services.....2
 - 3.3 Time Limits3
- 4. QUALITY3**
- 5. QUANTITY3**
 - 5.1 Contractor’s Obligation3
 - 5.2 Notice.....3
- 6. LOCATION3**
- 7. DOCUMENTS3**
- 8. REJECTION OF SERVICES4**
 - 8.1 Supervisor’s Determination.....4
 - 8.2 Acceptance or Rejection of Work4
 - 8.3 Rectification of Faults4
 - 8.4 Acceptance of Work.....4
 - 8.5 Quality of Work4
 - 8.6 Compensation.....4
 - 8.7 Supervisor’s Obligation.....4
- 9. PAYMENTS5**
 - 9.1 Rates.....5
 - 9.2 Additional Payments5
 - 9.3 Tax Invoices.....5
- Schedule 16**
- Schedule 2.....8**
- Schedule 3.....9**

Annual Supply Contract Specification – Services (Schedule of Rates)

1. DEFINITIONS

In this Specification:

- 1.1 terms defined in the accompanying Services General Conditions have the same meaning in this Specification, unless inconsistent with the context; and
- 1.2 the following terms have the meanings indicated, unless inconsistent with the context:

Municipal District means the municipal district of the Council.

Specification means this Annual Supply Contract Specification – Services.

Specified Services means the work described in Schedule 1.

2. OBLIGATION TO PROVIDE SERVICES

2.1 Contractor’s Obligation

The Contractor must provide the Specified Services in accordance with this Specification during the Contract Term when directed to do so by the Supervisor.

2.2 No Obligation on Council

The Council is under no obligation to obtain:

- 2.2.1 any of the Specified Services from the Contractor; or
 - 2.2.2 the Specified Services exclusively from the Contractor.
-

3. TIME

3.1 Period of Notice

The Supervisor must give the Contractor any period of notice stated in Schedule 2 when the Specified Services are to be provided.

3.2 Commencement of Specified Services

Subject to the required notice having been given under sub-clause 3.1, the Contractor must commence providing the Specified Services on the date specified by the Supervisor and:

- 3.2.1 at the time; or
- 3.2.2 between any times -
specified by the Supervisor.

3.3 Time Limits

The Specified Services must be provided expeditiously and within any time limits that the Supervisor may reasonably specify.

4. QUALITY

It is a term of the essence of this Contract that all Specified Services supplied by the Contractor to the Council must:

- 4.1 be in the form described; and
 - 4.2 conform to all other criteria specified -
in Schedule 1.
-

5. QUANTITY

5.1 Contractor's Obligation

Except as provided in sub-clause 5.2, the Council may require the supply of any quantity of any of the Specified Services.

5.2 Notice

If the Council requires a quantity of Specified Services greater than that specified in Schedule 2 within the period specified in Schedule 2, the Supervisor must give the Contractor the period of notice stated in Schedule 2. Any notice required under this clause will run concurrently with and not in addition to any period of notice under sub-clause 3.1.

6. LOCATION

The Specified Services must be provided at any site within the Municipal District directed by the Supervisor, unless a specific location at which the Specified Services are to be provided is stated in Schedule 2. The Council must ensure that the Contractor has any access to the site reasonably necessary to enable the Specified Services to be provided.

7. DOCUMENTS

The Council must, prior to any date on which the Contractor has been directed to commence providing the Specified Services, supply to the Contractor any plans, drawings, specifications or other documents (the Documents) reasonably necessary to enable the Specified Services to be provided and which are not otherwise to be supplied by the Contractor. The Documents must be returned to the Council by the Contractor at the conclusion of the provision of any Specified Services or on demand by the Supervisor.

8. REJECTION OF SERVICES

8.1 Supervisor's Determination

The Supervisor may determine if work performed by the Contractor complies with the requirements of this Specification.

8.2 Acceptance or Rejection of Work

If the Supervisor determines that any work does not comply with this Specification under sub-clause 8.1, the Supervisor may accept or reject the work.

8.3 Rectification of Faults

The Contractor must immediately remedy any faults in work which has been rejected by the Supervisor under sub-clause 8.1, if directed to do so by the Supervisor.

8.4 Acceptance of Work

Any acceptance of work by the Supervisor under sub-clause 8.2 will only relieve the Contractor from the obligation to remedy faults in the work concerned and will not relieve the Contractor from any other obligations under this Contract or negate any express or implied warranty or condition in respect of the work.

8.5 Quality of Work

If any work which does not comply with this Specification is accepted by the Supervisor under sub-clause 8.2, the Supervisor must determine if the quality of the work is superior, inferior or the same as that specified in Schedule 1.

If the quality of the work is inferior, an amount determined by the Supervisor as reflecting the difference in the value between the work performed and the Specified Services described in Schedule 1 must be deducted from any payments to the Contractor in respect of the work concerned or must be paid on demand by the Contractor to the Council if payment has already been made for the work concerned.

If the quality of the work is the same or is superior, no additional amount will be payable by the Council to the Contractor in respect of the work concerned, unless otherwise agreed by the Council.

8.6 Compensation

The Contractor must pay to the Council, on demand, the amount of any loss or damage caused to the Council, or for which the Council may become liable, due to any work not being in accordance with any of the requirements of this Specification. The Supervisor must determine the amount of any loss, damage or liability incurred by the Council for the purposes of this clause.

8.7 Supervisor's Obligation

The Supervisor must exercise any powers conferred on the Supervisor, including the power to make a determination on any issue, under sub-clauses 8.1, 8.5 and 8.6 reasonably and independently of the parties.

Council will provide a Meals on Wheels Supervisor who will carry out the following duties:

- (a) Accept new client referrals
- (b) Interview prospective clients

- (c) Co-ordinate and arrange Volunteer organizations for the delivery of meals,
- (d) Provide meal numbers for Senior Citizens lunches by 10.00am on the proceeding day.
- (e) Reassess clients as to eligibility, on a regular basis.
- (f) Be responsible for collection of monies from recipients
- (g) Supply sufficient number of suitably insulated containers for delivery of meals.

9. PAYMENTS

9.1 Rates

The Council must pay the Contractor at the rates specified in Schedule 1 for the Specified Services provided. The Contractor shall submit an amount for payment on a monthly basis calculated on the number of meals provided for the time period. Council upon checking the account and being satisfied as to its accuracy will make payment within fourteen (14) days.

9.2 Additional Payments

The Council must pay the Contractor at the rates specified in 0 in respect of any event, condition or circumstance there specified which is encountered in the provision of the Specified Services, provided that any pre-condition of such payment specified in 0 is met. Except as provided in 0, no additional amounts will be payable to the Contractor in respect of any event, condition or circumstance encountered in the provision of the Specified Services, including, without limitation, any latent condition or cause of delay, whether or not the event, condition or circumstance is caused by any default of the Council under this Contract, or any other cause within the control of the Council or the Council's staff, sub-contractors or agents. It is intended by the parties that the Contractor will bear any risk not addressed in 0.

9.3 Tax Invoices

The Contractor must issue Tax Invoices to the Council, itemised to the satisfaction of the Supervisor, each month for all amounts payable to the Contractor under sub-clause 9.1 in the preceding calendar month. The Council must, unless the amount of an invoice is disputed, pay to the Contractor the amount specified within 30 days of receipt of the Tax Invoice.

Schedule 1

The Specified Services are:

The contractor is to provide midday meals of high standard in terms of taste, appearance, temperature, nutrient composition and microbiological safety and which is relevant to the age and dietary requirements of the client by 12.00 noon on Monday to Friday, fifty two weeks a year excepting Christmas day.

In the case of weekends, meals are to be supplied in sufficient quantity on each Friday to cover the weekend period, or picked up over the weekend by prior arrangement.

Where service providers have consumers from a range of ethnic groups living in the Hindmarsh Shire area, they need to adopt a flexible and creative approach to providing meals. Where ethnic meals are to be provided they may be incorporated into the main menu or a separate menu may be needed.

The provision of weekend meals will ensure that clients receive a meal for each day of the year if required.

The contractor will be responsible for daily cancellations of meals, with the exception of Nhill where cancellations are co-ordinated through the Council.

Note Following up individuals who fail to respond to the call of the volunteer delivering the meal will be undertaken via a protocol to be developed in consultation with the Hindmarsh Shire Council.

(b) The following standards must be observed:

- i. The Contractor shall have a quality assurance system in place to monitor the standard of the meal presented and that temperatures are maintained in delivery. **The Contractor is to conduct a survey to all current meals on wheels participants on an annual basis.** The results of this survey are to be documented for both the Contractor and Council to discuss for any problems that may be raised. The Contractor may be called upon to satisfy Council that these checks are being carried out.
- ii. This quality assurance system can be in the form of a Food Safety Program. (a management system to facilitate food safety) Council assistance from Mrs Sally Hawker may be available in this regard.
- iii. The supplier is to maintain at least a 14 day or 28 day cyclic menu that has been designed to meet nutritional needs detailed in the Australian Dietary Guidelines as attached.
- iii. All recommended Health Department guidelines are to be applied in regard to food handling and infection control.
- iv. The Contractor is to nominate the food preparation and cooking area which must satisfy the requirements of the Food Act (1984) and the Victorian Health and Community Services Food Code (1994). To ensure compliance with the Food Act the premises will be required to be inspected prior to commencement and at regular intervals during the life of the contract by Council's Environmental Health Officer.

- c) The supplier of Meals on Wheels is to provide a midday meal to clients on the days required that is to consist of the following:

- Soup
- Main Course
- Two (2) Vegetables (plus Potato)
- Dessert
- Vitamin C Supplement to consist of one orange or apple juice in an appropriate container suitable for transport.

All items must take into consideration and meet dietary and nutritional guidelines whilst also meeting the special needs of the clients being provided. The meal is to include a Vitamin C supplement in accordance with Government requirements, as per attached, for a full subsidy.

- (d) The contractor is to provide meal containers as part of the Tender price. The meals are to be packaged in the 7620 Confoil Container (Main Course) and 7313 Confoil Container (Dessert) with lids that are provided and sealed tightly with the use of the recommended closing machine. A suggestion for soup is a polystyrene container with a lid. Each diet container is to be marked with the client's name. If the client has special dietary needs the container is to be marked accordingly (eg S/F = Sugar Free, Ulcer, high fibre reductions, low fact, high nutrition, low fat)

The meals are then stored in a suitable insulated container for delivery to clients immediately after packaging.

The rates for the Specified Services are:

Schedule 2

The period of notice is required (sub-clause 3.1):

The period of the Contract will be for two (2) years and seven (7) months, commencing 1 November, 2017 to 30 June, 2020. The Contract may be terminated upon three (3) months' notice should Government funding for this service be withdrawn in part or in full.

The quantity of the Specified Services is (sub-clause 5.2):

The price or prices submitted are to be considered in March of each year and increases will be applicable from the 1st July of that year. Council would not consider any increases greater than the current CPI.

General Background Information

	Average Normal Meals per day	Average weekend meals per week	Total meals per week
Nhill	9	4	49
Dimboola	9	0	45
Rainbow	7	3	38
Jeparit	2	0	10
Totals:	27	7	142

In addition the Senior Citizens Clubs of Nhill, Dimboola and Jeparit are supplied with a meal on a monthly basis except for January as follows.

Club	Average per month:
Nhill	28
Jeparit	Not required at this stage
Dimboola	Not required at this stage
Rainbow	Not required at this stage

The location at which the Specified Services are to be provided is (clause 6):

The meals should be stored at the Contractor's workplace, in a suitable insulated container for delivery to clients immediately after packaging. In the case where the Contractor is not stationed in a particular town the contractor must ensure that meals are kept at the correct temperature and delivered to a collection point in that town by 12.00 noon on each delivery day.

In the case where the contractor is stationed in a particular town, those town's meals will be collected by the volunteer deliverers and delivered to clients.

