

REQUEST FOR PROPOSALS

NUTRITION SERVICES

NEW HANOVER COUNTY SENIOR RESOURCE CENTER

RFP # 14-0275



COUNTY COMMISSIONERS

**WOODY WHITE, CHAIRMAN
BETH DAWSON, VICE-CHAIRMAN
JONATHAN BARFIELD, JR.
THOMAS WOLFE
BRIAN BERGER**

CHRIS COUDRIET, COUNTY MANAGER

REQUEST FOR PROPOSALS

NUTRITION SERVICES

NEW HANOVER COUNTY SENIOR RESOURCE CENTER

RFP # 14-0275

Sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**NUTRITION SERVICES-RFP # 14-0275**” will be accepted until **2:00 P.M. EST, THURSDAY, APRIL 24, 2014.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500, Wilmington, North Carolina 28403.

On **Thursday, April 3, 2014 at 3:00 PM**, there will be a pre-bid tour of the facility for any bidders who would like to tour the Senior Resource Center kitchen facilities. Interested bidders should email lbutler@nhcgov.com on or before **Tuesday, April 1, 2014**, of their intent to attend. This tour is strictly **optional** which means is not required in order to bid.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

New Hanover County reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Lena Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Released: Monday, March 24, 2014

Section 2 Instructions and General Conditions

2.1 Schedule

Advertisement	Monday, March 24, 2014
Pre-Bid Facility Tour	Thursday, April 3, 2014 at 3:00 PM
Deadline for Questions	Wednesday, April 9, 2014 by 5:00 PM
Deadline to Answer Questions	Tuesday, April 15, 2014 by 5:00 PM
Deadline for Receipt of Bids	Thursday, April 24, 2014 at 2:00 PM Opening: Finance Conference Room 500 230 Government Center Drive, Suite 165 Wilmington, NC 28403
Proposed Award Date	Monday, May 19, 2014
Contract Start Date	July 1, 2014

Preparation of Bid

2.2.1 Completion of Bid Form: Bids must be on bid proposal form contained in this bid package; *the original and four (4) copies required. (Exception: Only one set of recipes to be submitted with the original proposal, in a separate sealed envelope marked CONFIDENTIAL.* Submitted with the original proposal form and each copy shall be a complete set of all requested information, i.e. narratives, procedures, etc. In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD, or flash drive.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Changes or corrections made **must** be initialed by the individual signing the bid. No corrections will be permitted once bids have been received and opened.

2.2.2 Required Specifications: Bidder shall submit as part of his proposal a detailed narrative of the service bidder proposes to furnish. Narrative shall address all requirements in the Bid Package. Bidder's response will be in accordance with the County's specifications. Any bid which is not in strict accordance with the County's specifications must list each exception separately in a letter submitted as an attachment to the Bid Proposal. Any item marked "Do Not Comply" by the bidder in the Response Section of the Bid Proposal Form must also be addressed in the exception letter.

2.2.3 Deviations: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.3 Submission of Bid Form

2.3.1 Bid Bond: A bid bond is not required.

2.3.2 Addressee: Bidders' proposal must be submitted in a sealed envelope properly marked "NUTRITION SERVICES-RFP # 14-0275" and shall be addressed to County at the following address:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.3.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Request for Bids will not be acceptable.

2.3.4 Quality: Items offered must meet the specifications called for and the quality must be such that it will adequately serve the use and purpose for which it is intended.

2.3.5 Signature Required: Please be sure to sign your bid. **Failure to sign bid prior to submittal shall render bid invalid.**

2.3.6 Late Bids: **Late bids will be rejected.** It is the responsibility of the Bidder to have the bid in the office specified in the Request for Bids by the time and date of the opening.

2.4 Communication

After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7806. All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders of record. **All questions shall be received no later than 5:00 P.M., EST, Wednesday, April 9, 2014.**

2.5 Pre-bid Facility Tour

On **Thursday, April 3, 2014 at 3:00 PM**, there will be a pre-bid tour of the facility for any bidders who would like to tour the Senior Resource Center kitchen facilities. Interested bidders should email lbutler@nhcgov.com on or before **Tuesday, April 1, 2014**, of their intent to attend. This tour is strictly **optional** which means is not required in order to bid.

2.6 Trade Secret Confidentiality

All bids received and recorded at the bid opening are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Contractor while attempting to maximize the availability of information to the public.

2.7 Time of Bid Opening

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will not be considered and will be returned to the bidder, unopened.

2.8 Withdrawal of Bids

Proposers may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

2.9 Award of Contract

The award of any contract resulting from this bid will be made taking into consideration quality, performance and time specified in the proposal for the performance of the contract. Another factor considered in the performance evaluation will be the Financial Integrity Form. New Hanover County reserves the right to add or delete quantities and to award in the best interest of the County.

2.10 Price

Bidder shall guarantee the prices quoted against any increase for the first year of the contract. To adjust for any inflationary factors, bidder must request a price increase no later than January 1st of each contract year. Any rate adjustments established will be effective July 1 of that year. The increase shall not exceed the Consumer Price Index (CPI) Rate for Food Away from Home All Urban Users for the 12 months preceding January 1st.

2.11 Term of Contract

Dates of the contract are July 1, 2014 to June 30, 2015 with service to commence July 1, 2014. Contract is contingent upon receipt of federal funding; any reduction or withdrawal of funding shall constitute grounds for Agency to forthwith terminate all or a portion of this contract. This contract may be renewed for four (4) additional one year periods. To adjust for inflationary factors for each yearly renewal when requested and approved, meal price charged by Contractor will be negotiated to determine a guaranteed meal price and meal fee. Any rate adjustments established for the second third, fourth and fifth year will be effective July 1. The increase shall not exceed the CPI Rate for Food Away from Home All Urban Users for the 12 months preceding January 1st.

2.12 Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.13 Indemnity

Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

2.14 E-Verify

Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.

2.15 Minority Participation

Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at www.doa.nc.gov/hub.

2.16 Insurance

Before commencing any work, the successful Bidder shall procure insurance in the Bidder's name and maintain all insurance policies for the duration of the Contract of

the types and in the amounts listed in the Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his/her agents, representatives, employees, or subcontractors, whether such operations be performed by himself/herself or anyone directly or indirectly employed by the Bidder.

Minimum Scope and Limits of Insurance

2.16.1 Commercial General Liability

Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

2.16.2 Workers' Compensation and Employer's Liability

Bidder shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

2.16.3 Business Auto Liability

Bidder shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

Bidder's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

2.17 Right to Reject Bids

The County reserves the right to reject any or all bids.

RFP # 14-0275

NUTRITION SERVICES UNDER HOME AND COMMUNITY CARE BLOCK GRANT

3.0 General

- 3.1 New Hanover County (NHC) is accepting bids for the Home and Community Care Block Grant Nutrition Program. The program is currently in operation with meals being prepared in the Senior Center kitchen by Nee Catering, Inc. The current price per meal is \$3.58 which does include sales tax. The County is not exempt from NC Sales and Use Tax.
- 3.2 The program is aimed at providing nutritious meals to the well and moderately impaired and frail elderly in their homes within the county as well as at established nutrition sites. Meals are served five (5) days per week. In order to meet the goal of providing nutritious meals, the County prefers prepared food rather than processed foods.
- 3.3 Food will be prepared in accordance with all NHC Health Department requirements .2609 (h) (1), (2), (3), (4) to meet the Time in Lieu of Temperature (TILT) standards.
- 3.4 The program currently serves between 340 - 380 meals a day. The Bidder may include as an option the percent of profit sharing payable to the County to prepare meals for outside agencies using the Senior Center kitchen (during normal kitchen operation hours only).
- 3.5 Dates of the contract are July 1, 2014 to June 30, 2015 with service to commence July 1, 2014. Contract is contingent upon receipt of federal funding; any reduction or withdrawal of funding shall constitute grounds for County to forthwith terminate all or a portion of this contract.
- 3.6 This contract may be renewed for four (4) additional one year periods. Any rate adjustments established for the second, third, fourth, or fifth year will be effective July 1 of the renewal period. Any rate adjustments established for the second third, fourth and fifth year will be effective July 1. The increase shall not exceed the CPI Rate for Food Away from Home All Urban Users as of November of the previous year.

Section 4 Technical Specifications

Shall
Comply

Can't
Comply

4.1 SCOPE OF WORK

A. Bidder will purchase, prepare and deliver food in bulk to designated Senior Resource Center. County will provide volunteers to package home delivered meals.

It is anticipated that approximately 340-380 meals per day will be prepared Monday through Friday, except for the holidays listed below when the Center is closed due to federal, state or local government directives, weather conditions, or any other cause not within the exercise of reasonable diligence:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- Friday before Easter
- Memorial Day

Bidders shall base their bid on the average of 360 meals per day. County will notify contractor at the beginning of each fiscal year of the specific dates holidays will be observed.

B. County may add or cancel meals by notifying Bidder by 4:00PM prior to the date of delivery.

C. The established time for serving meals is 11:30 AM - 12:00 PM. Bidder shall furnish adequate staff to ensure that these times are adhered to.

D. Bidder shall provide Shelf Stable Meals for emergency/disaster events when the Senior Resource Center will be closed and in collaboration with the weekend Meals on Wheels program when the Senior Resource Center is closed due to scheduled weekday holidays.

Shall
Comply

Can't
Comply

4.2 PREPARATION, QUALITY AND MENU PLANNING

- | | | | |
|-------|-------|----|---|
| _____ | _____ | A. | Bidder shall collaborate with Nutritionist/Program Manager and follow meal patterns with portion sizes for food items as required by the State of North Carolina, and shall prepare foods in accordance with the U.S. Department of Agriculture's (www.usda.gov) specifications for food quality. |
| _____ | _____ | B. | Bidder shall use in its meals any U.S. Department of Agriculture commodities that become available to County at the rate set by said Department of Agriculture. All menus must be approved by and prepared in accordance with NHC Environmental Health and Time in Lieu of Temperature Standards (TILT). |
| _____ | _____ | C. | Bidder must serve each meal on the certified signed menu. Any deviation from the certified menu, including last minute changes, are considered food substitutions and must be documented by a menu change form and the specific food <i>substitution</i> listed shall be nutritionally analyzed and approved by the person responsible for menu review (registered dietician) to ensure meals meet one third of the daily Recommended Dietary Allowances (http://fnic.nal.usda.gov/dietary-guidance/dietary-reference-intakes/dri-tables). The menu change form must be dated and signed by the person authorizing the change, Nutritionist. |
| _____ | _____ | D. | The Menu Change Form must be completed for all substitutions and on file with the approved menu within ninety (90) days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Meals with substitutions not approved in this manner are not eligible for reimbursement and shall not be paid for by the County. It is recommended by County that Contractor anticipate possible changes and have a list of approved items on file that can be used. Change forms shall be kept on file with the certified menu for audit. |
| _____ | _____ | E. | Any meal that does not meet one-third of the daily Recommended Dietary Allowances or does not match the menu and no approved Menu Change Order form is on file or is determined not to meet requirements for a reportable unit of service as specified by the North Carolina Division of Aging Nutrition Standards www.ncdhhs.gov/aging/svcstd/nutrition.pdf , or reimbursement or USDA entitlement, shall not be paid for by New Hanover County and the contractor shall bare responsibility for the total non-reimbursable |

unit cost per meal; this amount will be deducted from the monthly invoice of the contractor. The total reimbursable unit cost is the amount reimbursed by the state to the County per each meal served. Total reimbursable costs include meal costs, administrative costs, and operation costs. During monitoring visits made by the State, any meals determined by the State to be non-reportable units that have previously been paid, the County will credit the amount against the next payment due to the Bidder and pay the net amount.

Shall
Comply

Can't
Comply

- | | | |
|-------|-------|--|
| _____ | _____ | <p>F. BIDDER SHALL SUBMIT <i>detailed menus with bid proposal. Detailed menus shall include information related to food preparation per TILT standards (i.e. recipes, preparation approach - frozen, fresh, food item analysis, number of personnel involved, and the setup of the kitchen) as well as schedule and number of deliveries per week as well as storage plans. <u>(Exception: Only one set of recipes to be submitted with the original proposal, in a sealed envelope marked "CONFIDENTIAL."</u> This shall be in the form of a <u>detailed narrative</u>.</i> If the bidder foresees any problem with the set up of the kitchen, these problems should be addressed as well as the bidder's solutions to correct these problems.</p> |
| _____ | _____ | <p>G. All menus must be approved by the NHC Health Department and Nutritionist/Program Manager at the beginning of each cycle. All menus must meet the Health Department's TILT standards.</p> |
| _____ | _____ | <p>H. Bidder shall prepare proposal based on the one cycle menu provided. Menus are a representation of the serving and proportion sizes, as well as variety. In addition each meal should have (3) hot items as the norm even if the sample menus do not represent three (3) hot items. Bidder shall take these clarifications into consideration when figuring their meal costs.</p> |
| _____ | _____ | <p>I. Successful bidder shall develop and prepare quarterly menus in conjunction with the County staff. Bidder shall secure required nutritional approvals. The person who approves the menus must also complete the menu review form. The County shall receive approved menus from the successful Bidder two weeks prior to implementation.</p> |

Shall
Comply

Can't
Comply

J. Contractor shall arrange for special occasions within the Nutrition Program as follows:

3.10.1 Furnish one birthday cake per month. Cake shall be of sufficient size to be served in lieu of scheduled dessert.

3.10.2 Plan special menus for holidays and such special events (e.g. picnics) as may be specified by the Nutritionist.

K. On occasion, the NHC Senior Resource Center has special programs that will require catering other than for the Nutrition Program. The County will consider utilizing the Bidder but will not be required to do so. If selected to provide the service, catering menus, portions, and prices and any other costs will be negotiated and approved by the County for all such services offered.

L. Bidders shall submit the name and registration number of the dieticians on their staff, or the names of nutritionists on their staff and job descriptions stating specific duties and the amount of time that the dieticians will devote to the NHC Senior Resource Center Nutrition Project.

M. The County Nutrition Provider, Cape Fear Council of Governments and State Agency reserve the right to inspect Bidder's food preparation site and storage area at any time to ensure conformance.

N. Bidder shall establish and implement written policies covering delivered bulky foodstuff packaging, foodstuffs not meeting RDA/USDA requirements, shortage of foodstuffs, reimbursement of shortages, minimum temperatures of foodstuffs, spoilage, and undercooked, burned and/or foreign matter.

O. Bidder will provide a serving guide (quarterly) and menus to the nutrition site. The serving guide should itemize each day's menus and the utensils to be used in the serving of meals.

P. Bidder will upon request assist the County in the case of a disaster declared by the President of the United States.

Shall
Comply

Can't
Comply

Q. Bidder will train Nutrition Site staff and volunteers in correct usage of utensils, measuring of foods, and serving procedures. This training is to be held at the beginning of each contract year.

R. Bidder shall prepare quarterly menus in collaboration with Nutritionist. It is the Bidder's responsibility to secure menu approval by an individual who meets license requirements as specified in NC General Statutes - Chapter 90 Article 25. (ftp://www.ncleg.net/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_90/Article_25.PDF .

S. Bidder shall prepare a nutritional analysis sheet for each day's menu. This same individual must complete the menu review form. Menu approvals shall be indicated by an original signature on each page of the menu and on the Menu Review form. The Menu Review form is attached as part of the bid proposal. County shall receive approved menus from Bidder two weeks prior to implementation.

T. Bidder shall provide meals to be used for the Frozen Meals Program (FMP). The FMP is funded by a separate grant to provide a 5-day supply of meals once a week for clients who are on the home delivered meals waiting list. A commercial flash freezer is required to process and package extra meals that are prepared as part of the regular menu and delivered by the home delivered meals volunteer drivers once a week to 8-10 clients per week.

4.3 SANITATION, HEALTH AND HOUSEKEEPING

A. The utmost importance is placed on proper sanitation standards. The Bidder shall be responsible for meeting all health regulations contained in General Statutes 130-A as well as any other local, county, state and federal regulations that would pertain to the operation of the kitchen whether or not these regulations are specifically addressed by name, except those that apply to areas of responsibility retained by the County such as maintenance and repair of equipment and facilities provided by County.

Shall
Comply

Can't
Comply

B. The Bidder shall be responsible for operating within the facility as provided while maintaining health sanitation and housekeeping standards at least equal to those specified for an "A" rating by the State Division of Health Services through the entire term of the contract. Failure to do so will be considered a serious breach of contract. A copy of all Health Department inspection reports will be provided to the County.

C. The Bidder shall conduct a continuing program of employee education and training in cleaning and sanitation procedures, regulations, and standards so as to affect a high level of employee interest, competency and effectiveness in this critical area of activity. Employee training records shall be made available to the County upon request.

D. The Bidder shall examine all food handlers visibly, at least daily, to ensure that they are following established hygiene practices in the handling of food:
D.1 Bathing daily.
D.2 Keeping fingernails short and clean with not extensive decor on nails (such as polish, glitter, etc.)
D.3 Removing wristwatches and rings, except plain wedding hands, during the preparation and service of food.
D.4 Washing hands with warm water and antibacterial or antimicrobial soap upon reporting for duty, after each visit to the rest room, and after handling raw meat, fish or fowl. Gloves shall be used for extensive hands-on preparation of food.

E. It will be the Bidder's responsibility to comply with all rules in General Statute 130A in the operation of the kitchen at the Senior Center specifically as follows:

F. Food Service Facility and all equipment and supplies whether provided by County or Bidder will be properly maintained. The entire kitchen (cooking, serving and packing) area shall be mopped daily.

Shall
Comply

Can't
Comply

G. The Bidder will provide daily housekeeping, cleaning, maintenance, sanitation service, janitorial equipment and cleaning supplies for the facility and equipment used by the Bidder. This shall include, but not be limited to receiving and storage areas, kitchen, refrigerator, freezers, service areas, windows and doors (inside and outside, excluding dining area), walls, ceilings, windows, ducts, fan blades, screens, and all outside ramps and entrances and walkways for a distance of approximately ten (10) feet outside food service facilities.

H. (Trash pickup from the dumpster will be provided and paid for by County but Bidder is responsible for keeping refuse area clean, in order, washed with a disinfectant solution daily and treated periodically with an insecticide.)

I. Even though the steam table is within the County's area of responsibility for cleaning, County is requiring the Bidder to be responsible for the cleaning of the area under the steam table.

J. Additionally, County is requiring the Bidder to be responsible for the twice weekly washing of the shelving in the upright refrigerator and freezer opposite the steam table. Bidder shall remove shelving, wash, and return shelving to units. Volunteer staff is very diligent and willing to work wherever they see a need. It is the Bidder's responsibility to assure that volunteers do not work in restricted areas.

L. Dry sweeping is prohibited during food preparation.

M. Contractor is responsible for immediately reporting any facility and equipment problems. The County shall require the Contractor to repair or replace any equipment or portion of the facility that is worn, damaged or Mal-functioning due to the failure of Contractor to immediately report problems to County.

N. Contractor will delime and flush Groen steamer monthly following recommended procedures of Groen manufacturer.

O. County staff will conduct periodic inspections. Any areas that are not clean will be brought to the Contactors attention. If the area is not rectified, County shall clean the area and deduct accordingly for the Contractor's next payment.

Shall
Comply

Can't
Comply

4.4 RESPONSIBILITIES

- | | | | |
|-------|-------|----|---|
| _____ | _____ | A. | The Bidder will maintain an adequate staff of its employees on duty at the County's kitchen and provide such expertise as needed (e.g., administrative, dietetic, purchasing and equipment consultation, personnel advice and supervision). |
| _____ | _____ | B. | The Bidder will assign for duty at the County only employees acceptable to the County. Assignment of kitchen manager must be approved by the County and <u>no</u> change in kitchen manager will be made without the prior consultation and consent of the County. The County will also be consulted and advised prior to changing personnel at lower levels. |
| _____ | _____ | C. | Employees of the Bidder shall be suitable by reason of training, appearance, and habits for working on County's premises. Employees shall be subject to dismissal for conduct considered by the County to be undesirable. |
| _____ | _____ | D. | County prefers that Bidder's personnel serving in capacities below the position of Kitchen Manager wear uniforms. |
| _____ | _____ | E. | The County reserves the right to require the replacement of any management personnel or staff because of operating difficulties determined to be the result of inferior on-site management. |
| _____ | _____ | F. | Bidder must provide sufficient personnel to ensure prompt successful completion of contract requirements and must have adequately trained relief personnel to substitute for absent regular employees. Everything behind the wall is the contractor's area. Volunteers are not part of cooking and meal preparations. Volunteers do serve the congregate meals. The home-delivered meals are packed and delivered from the Senior Center. |
| _____ | _____ | G. | The Bidder must schedule and conduct an on-going employee training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitation. The Bidder shall include the volunteers and nutrition staff in the employee training program. |

Shall
Comply

Can't
Comply

O. The Bidder shall be responsible for furnishing necessary specifications and advising the County of such required purchases, repairs and replacements.

P. The County shall require the Bidder to repair or replace, at the option of the County, any equipment that is worn, damaged or malfunctioning due to the negligence of the Bidder or its employees.

Q. The County shall have right of access to the food service facility to inspect the operation thereof and the work of the Bidder with respect to the quality and quantity of food served, preparation and serving methods and procedures, sanitary and safety standards, cleanliness, appearance and conduct of Bidder's employees, operating hours, and general housekeeping and upkeep of premises. The County shall have the right to make reasonable regulations with regard to all such matters and the Bidder agrees to comply with such regulations.

R. The County will provide basic equipment and facilities for the use of the Bidder.

R.1 Basic equipment is defined as the equipment presently installed in the kitchen at the senior center. The County will not provide slicers, choppers and other heavy duty processing equipment; this will be the responsibility of the Bidder.
Equipment presently installed:

- Large Work Tables
- Shelving
- Oven (Double) Convection (2)
- Stove and Standard Oven (6 burner)
- Sinks
- Walk in Cooler /Freezer
- Crescor (1) – single door warmer
- Free Standing Freezer
- Free Standing Refrigerator
- Ice Machine
- Steam Table
- Steamer (Double)
- Gas Stove (2 burner)

R.2 Facilities defined as:

R.2.1 Senior Center Kitchen area

R.2.2 Sanitary toilet facilities for the Contractor's employees

R.3 The County provides the small insulated home delivery packages that the individual meals for home delivered meals are packed in.

Shall
Comply

Can't
Comply

- | | | | |
|-------|-------|----|--|
| _____ | _____ | S. | The County will provide trash and garbage removal from dumpster. |
| _____ | _____ | T. | All utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the County. The County shall not guarantee, however an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The County shall not be liable for any product loss which may result from the interruption or failure of any such utility services. |
| _____ | _____ | U. | Bidder shall provide evidence of "all risk" coverage for food & supplies stored at the New Hanover County Senior Center. |

4.5 DELIVERY OF FOOD TO SERVING LINE

- | | | | |
|-------|-------|----|--|
| _____ | _____ | A. | Bidder shall have food ready to serve between 9:00 a.m. and 11:30 a.m. at the Senior Center. Prepared foods shall maintain temperatures of at least 160 degrees, or higher, for hot foods and not more than 40 degrees for cold foods. |
| _____ | _____ | B. | Bidder will notify the Senior Resource Center Nutritionist when Bidder knows ahead of time that all or some portion of the meals cannot be delivered at the designated time. |

The County shall not be obligated to pay for spoiled, deleted or damaged food or for food that is not delivered between the hours of 9:00 a.m. and 11:30 a.m., and the site manager may refuse to accept food items unfit for the above reasons.

Shall
Comply

Can't
Comply

C. Bidder will provide disposable service ware for congregate meals and home delivered meals as specified below. Bidder will replace at its sole expense all broken, lost or otherwise damaged utensils, service ware, or containers.

D. Bidders shall submit samples of their proposed packaging.

D.1 Congregate Meals

D.1.1 Heavy-duty plastic knives, forks, spoons, napkins, straws;

D.1.2 High quality 5-section Styrofoam plates;

D.1.3 Eight (8) ounce Styrofoam juice cups;

D.1.4 Eight (8) ounce Styrofoam bowl (when dictated by menu);

D.1.5 Salt, pepper (in bulk), sugar, sugar substitutes (packaged) and other condiments (packaged) as appropriate to the meal;

D.1.6 Serving scoops (two #8 size), ladle, serving spoons, knife, spatula;

D.1.7 Thermometer, disposable aprons and gloves, hairnets, heavy-duty garbage can liners;

D.1.8 Food warmers, steam tables, at each nutrition site, if necessary, to keep all hot items at proper temperature.

D.1.9 Approved trivet to protect counter from hot foods.

D.2 Home Delivered Meals

D.2.1 High quality, 3-compartment, rectangular biodegradable Speedseal paper trays item #51451 or equivalent for use with heat seal system.

Dimensions (minimum):

Length 8.635"

Width 6.5"

Vertical Height 1.5"

Trays must fit into food transporter provided by the project.

Shall
Comply

Can't
Comply

- D.2.2 Six (6) ounce squat Styrofoam cups with lids;
- D.2.3 Condiments (packaged) as appropriate to the meal;

D.2.4 Sterno racks and sterno to keep foods to temperature while packing mobile meals (if needed)

4.6. PAYMENT AND RECORD KEEPING

- | | | |
|-------|-------|---|
| _____ | _____ | A. Bidder shall submit monthly bills to SRC Nutritionist. Bidder shall maintain books and records for accountability and audit purposes for a period of not less than three (3) years from the date of the expiration of this contract. Contractor agrees to allow the SRC Nutritionist or a representative of the Cape Fear Council of Governments, or their respective designees, to review Contractor's food purchasing records at any time during normal business hours. |
| _____ | _____ | B. The project is currently reimbursed under the Older Americans Nutrition Project administered by the USDA at the rate of .75 cents. If meals fail to meet minimum standards, the project will not be reimbursed. To the extent the minimum standard are not met through any actions or inactions of Contractor, and the project is not reimbursed, Contractor agrees to reimburse the project at the rate of .75 cents per meal or such other rate as may be established by the USDA. |
| _____ | _____ | C. County shall not be obligated to pay for any meal if proper notice of cancellation has been given by notifying Bidder by 4:00PM prior to the date of delivery. |

NEW HANOVER COUNTY NUTRITION SITE

	<u># MEALS CONGREGATE</u>	<u># MEALS HOME DELIVERED</u>
SENIOR CENTER NUTRITION SITE 2222 South College Road Wilmington, North Carolina Site Manager: Phone: 452-6400	60	300
<u>TOTAL EACH</u>	<u>60</u>	<u>300</u>
COMBINED TOTAL		<u>360</u>

FOOD QUALITY STANDARDS AS PER:

- 1) US Department of Agriculture: <http://www.cnpp.usda.gov/dietaryguidelines.htm>
- 2) NC Division of Health and Human Services: www.ncdhhs.gov/aging/svcstd/nutrition.pdf

Processed foods high in sodium are not to be used.

Meat

Meat:

Beef, Lamb, Veal – Grade USDA Choice

Poultry – USDA Grade A

Pork – Grade US No. 1

Beef – Ground – Grade USDA Choice, 80% lean, 20% fat, no Textured Vegetable Protein

Beef Patties – Grade USDA Choice, 80% lean, 20% fat, no Textured Vegetable Protein

Eggs – USDA Grade A

Franks – All beef, 4 oz. each, one (1) per serving, no colored casing

Fish – Packed under continuous USDA Grade A

***Meat selections must be such that sodium intake for meal is no more than 1300 milligrams.**

All meats USDA Grade A to yield 3 oz. cooked weight, not raw weight; no skin, no bone or breading factored into weight.

Vegetables and Fruits

Vegetables, canned, USDA Grade A fancy as follows: peas, green early June, 3 sieve beans, green, cut or cuts, Blue Lake, Northwest, 4 sieve.

Frozen Pack Greens, USDA, Grade A such as turnip greens, spinach chopped; collards chopped; kale chopped; and mixed greens; mixed vegetables; carrots; and sweet potato patties.

Fruit and vegetable juice, 100% pure juice or full strength vegetable or fruit juice.

All fresh fruit such as apples, peaches, grapes, pears, nectarines and plums shall be washed and individually wrapped.

Fresh fruits and vegetables, #1 quality.

Broccoli, frozen spears, 4-1/2" to 5-1/2", USDA Grade A.

Broccoli, frozen, cuts 1 to 1-1/2, 25% head, 15% leaf, USDA Grade A.

Dairy Products

Margarine or Butter, 1 teaspoon on individual covered chip.

Milk, fluid, whole, ½ pint, Grade A pasteurized, Vitamin D added. Not less than 8.25% milk solids and not less than 3.25% milk fat, pasteurized.

Milk, fluid, skim, fortified vitamin A and D, ½ pint, 5% milk fat, pasteurized.

Milk, low fat buttermilk, size ½ pint, Grade A pasteurized cultured. Milk solids not less than 8%.

Cheese - cheddar sharp, no imitation.

Menu Items

Recipes that will be required in the production of the menu items listed below must be submitted with bid. Please indicate grade of food items used. If a prepared commercial product will be used, please indicate the company brand name you will be using. **All meat portions are to be a minimum of 3 ounces of cooked meat.** For combination entrees, please indicate 3 plus ounces of *cooked* meat and 1 ounce of sauce (i.e. spaghetti, turkey tetrazzini) please indicate amount of cooked meat (ounces) and serving size of other components of dish.

Meatloaf	Roasted Garlic Potatoes
Chicken Marsala	Rice Pilaf
Kielbasa Sausage	Whole Grain Roll
Meat Lasagna	Macaroni and Cheese
Hamburger Patty on Bun	Red Beans and Rice
Breaded Chicken Patty	Cornbread
Turkey Tetrazzini	Broccoli and Cheese
Roast Chicken Breast with Herb Gravy	Steamed Spinach
Hamburger Steak with Brown Gravy	Collard Greens
Tuna Salad	Red Skin Mashed Potatoes
Shredded Pork BBQ	Okra and Tomatoes
Fresh Orange	Sliced Dilled Carrots
Apple Crisp	Au Gratin Potatoes
Tropical Fruit Cup	Baked Beans
Shredded Chicken BBQ	Coleslaw
Diced Green Beans	Winter Blend Vegetables
Beef Chili with Beans	Winter Squash
Fresh Apple	Steamed Peas

Sodium content in all recipes will be such that the total amount of sodium per meal is no more than 1300 milligrams.

Processed foods high in sodium are not to be used.

NUTRITION PROGRAMS ONLY (REQUIRED)
Management Questionnaire

Bidding Agency:

Legal Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

Phone: _____ FAX: _____

Email: _____

Type of Agency/Organization: (Check all that apply)

- | | |
|--|---------------------------------|
| <input type="checkbox"/> State | <input type="checkbox"/> City |
| <input type="checkbox"/> Private, non-profit | <input type="checkbox"/> Profit |
| <input type="checkbox"/> Minority owned and operated | <input type="checkbox"/> County |
| <input type="checkbox"/> School | |
| <input type="checkbox"/> Other: (specify) _____ | |

The following items have been approved and adopted by the agency's governing body:	YES	NO	Date Adopted and/or Last Date Reviewed
Written Personnel Policies			
Staff Job Descriptions (relevant to this service only)			
Affirmative Action Plan			
EEO Policy			

Agency has existed for _____ years providing food services.

Have you ever received lower than "A" rating on Health Inspection ___ No ___ Yes (when and why)

Provide background Checks on all Company Principals.

Please type the names of the positions listed below:

General Manager: _____

Food Manager: _____

Accounting Dept. Contact Person: _____

Dietician/Nutrition: _____ Registration # _____

Phone: _____ Email _____

 Signature Position/Title Date

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO _____

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 2014.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 2014.

My Commission Expires: Notary Public (Affix Official/Notarial

FINANCIAL INTEGRITY FORM

Name of Company: _____

Trade References

(List at least three (3) Trade References including name of company, address, contact person, phone number, or email address.)

Bank References

(List Bank References including account number)

Other Information

Attest Verification: (provide documentation)

- a) not been “suspended or debarred” by the State of NC (<http://www.osbm.state.nc.us/>)
- b) do not owe unpaid taxes to the State of NC (<http://www.epls.gov>)
- c) do not owe unpaid taxes to the Internal Revenue Service (<http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check>)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

_____ no _____ yes If “yes”, please attach details.

I authorize New Hanover County to use the information provided herein to check my credit history. The credit check may include but is not limited to inquires made to regional or national credit information clearing houses.

If the corporation is listed *and* rated with Dun & Bradstreet, bidder shall provide Dunn & Bradstreet number.

I understand that failure to provide all required information is grounds for rejection of proposal.

Dun & Bradstreet Number _____

Signed: _____ Date: _____

Name and Title of Person Signing: _____

**NUTRITION PROGRAMS BIDDER'S FOOD POLICIES (REQUIRED)
JULY 1, 2014 TO JUNE 30, 2015**

BIDDER: _____

DATE: _____

BY: _____

TITLE: _____

SHORTAGE(S) OF FOODSTUFFS

MINIMUM TEMPERATURE FOR FOODSTUFFS

SPOILAGE

1. Burned/Overcooked foodstuffs

2. Foreign Matter in foodstuffs

3. Sanitation Procedures

4. Statement of Exception(s) in menu specifications (to be signed)

EQUIPMENT

1. Emergency back-up equipment and vehicles statement and description.

2. Description of delivery equipment.

3. Loan procedure of equipment to nutrition sites for maintaining temperatures.

USDA FOOD QUALITY STANDARDS

Signature: _____

Title: _____

Date: _____

SAMPLE

**NORTH CAROLINA DIVISION OF AGING AND
NC AREA AGENCIES ON AGING
PERFORMANCE REVIEW TOOL
FOR CONGREGATE AND HOME DELIVERED MEAL PROGRAMS**

ATTACHMENT B: MENU REVIEW

(This must be completed by a Registered Dietitian and one file for the fiscal year menus being used by the Agency)
(page 9-15 Cong; page 5-11 HD)

Agency Name: _____

Date of Review: _____

Name of Reviewer: _____

I CERTIFY THAT:

1.	The menus are written in a clear format.		Yes ____		No ____
2.	The menus were submitted to me at least two weeks in advance of the serving date.		Yes ____		No ____
3.	The menus are changed at least two times per year.		Yes ____		No ____
4.	The menus meet all menu pattern requirements and 1/3 of RDA as supported by a Nutrient Analysis which I have done to assure that the meal content meets a minimum of 700+ calories.		Yes ____		No ____
5.	The form of vegetable or fruit is indicated on the menu.		Yes ____		No ____
6.	The menus are formatted in at least 20 day periods and I have signed each page.		Yes ____		No ____
7.	The method of food preparation is specified for meat items.		Yes ____		No ____

I have reviewed and approved all Recipes for all combination foods and prepared meat items. (Attention Dietitian: Please initial and date at time of approval.)

Dietitian: _____ Date: _____

COMMENTS: _____

SAMPLE

REGION 0 NUTRITION PROGRAM MENU CHANGE FORM

County/Meal Site: _____

Date Submitted: _____ Date Received: _____

FROM:	Date: _____	TO:	Date: _____
	Menu: _____ _____		Menu: _____ _____
	_____		_____
	_____		_____
	_____		_____

Reason for Change: _____



Certification by Dietician Nutritionist of Impact of Menu Change on Nutrient content of Meal:

I have reviewed and approved the menu change. The menu change meets all menu pattern requirements and 1/3 of RDA as supported by a Nutrient Analysis which I have done to assure that the meal content meets a minimum of 700+ calories.
YES _____ NO _____

Certified by: _____ RD# _____ Date: _____
Dietician Nutritionist

(Attention Dietitian: Please initial and date at time of approval.)



Acknowledgment by Vendor:

I understand and agree that any menu change which results in a meal that does not meet one-third of the daily Recommended Dietary Allowances and the meal pattern is served to an eligible older adult, that meal is not a reportable unit of service for reimbursement or USDA entitlement. I understand that New Hanover County will not pay for any meals deemed to be a non-reportable unit of service as a result of this menus substitution or change.

Food Vendor: _____ Date: _____
Signature



Approval (to be signed after Dietician Nutritionist and Food Vendor) by Region O Nutrition Program Contractor (County):

Signature _____ Date _____

MEMORANDUM

PROCEDURES FOR USING TIME IN LIEU OF TEMPERATURE



North Carolina Department of Health and Human Services
Division of Public Health

1632 Mail Service Center • Raleigh, North Carolina 27699-1632

Beverly Eaves Perdue, Governor
Albert A. Delia, Acting Secretary

L. Layton Long, Jr. MSA, REHS
State Environmental Health Director

Laura Gerald, MD, MPH
State Health Director

October 18, 2012

MEMORANDUM

- To:** Environmental Health Directors, Supervisors, Coordinators, and Specialists
Food Industry Representatives
- From:** Cheryl Slachta, REHS, Environmental Health Regional Specialist
Food Protection Program
- Through:** Larry Michael, REHS, MPH, Program Head
Food Protection Program
- Subject:** Time as a Public Health Control Clarification

There have been questions related to interpreting the North Carolina Food Code Manual, Section 3-501.19, Time as a Public Health Control (TPHC). This rule states that "written procedures shall be prepared in advance, maintained in the FOOD ESTABLISHMENT and made available to the REGULATORY AUTHORITY upon request."

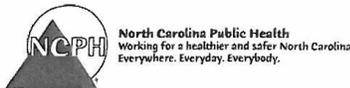
Prior to the adoption of the NC Food Code, the Time in Lieu of Temperature (TILT) Committee approved all Franchise or Chain establishment TILT procedures. The current rule does not require prior approval.

Establishments that use TPHC rather than temperature must meet the standards set forth in Section 3-501.19 of the NC Food Code Manual. The establishment shall prepare written procedures in advance and shall follow them. Violations of Section 3-501.19 are recorded under item 22 on the inspection report. No violation exists if the establishment has written procedures that address all criteria in Section 3-501.19 and the procedures are being followed.

The Division will maintain a TPHC contact person to assist establishments and local health departments with questions related to TPHC and promote consistency by maintaining a list of chain establishments' TPHC procedures. Chains are encouraged to submit their procedures to the Division in advance to facilitate awareness of acceptable procedures throughout the state. Please send questions and chain TPHC procedures to Cheryl Slachta (cheryl.slachta@dhhs.nc.gov) or send to the mailing address at the top of this memo.

Approvals prior to September 1, 2012, will remain in effect until further notice or until amended to meet Section 3-501.19. The TPHC Committee is working with establishments to review pre-Food Code adoption procedures. Updates will be provided at the following link: http://ehs.ncpublichealth.com/dfp_tilt.htm.

Please contact your Environmental Health Regional Specialist if you have additional questions.



Location: 5605 Six Forks Rd. • Raleigh, N.C. 27609-3811
An Equal Opportunity Employer

3-501.19 Time as a Public Health Control.

1. (A) Except as specified under ¶ (D) of this section, if time without temperature control is used as the public health control for a working supply of POTENTIALLY HAZARDOUS FOOD (TIME/TEMPERATURE CONTROL FOR SAFETY FOOD) before cooking, or for READY-TO-EAT POTENTIALLY HAZARDOUS FOOD (TIME/TEMPERATURE CONTROL FOR SAFETY FOOD) that is displayed or held for sale or service:

1. (1) Written procedures shall be prepared in advance, maintained in the FOOD ESTABLISHMENT and made available to the REGULATORY AUTHORITY upon request that specify: ^{Pf}

1. (a) Methods of compliance with Subparagraphs (B)(1) -(3) or C)(1)-(5) of this section; ^{Pf} and
2. (b) Methods of compliance with § 3-501.14 for FOOD that is prepared, cooked, and refrigerated before time is used as a public health control. ^{Pf}

2. *Time – maximum up to 4 hours*

(B) If time temperature control is used as the public health control up to a maximum of 4 hours:

1. (1) The FOOD shall have an initial temperature of 5°C (41°F) or less when removed from cold holding temperature control, or 57°C (135°F) or greater when removed from hot holding temperature control; ^P
2. (2) The FOOD shall be marked or otherwise identified to indicate the time that is 4 hours past the point in time when the FOOD is removed from temperature control; ^{Pf}
3. (3) The FOOD shall be cooked and served, served at any temperature if READY-TO-EAT, or discarded, within 4 hours from the point in time when the FOOD is removed from temperature control; ^P and
4. (4) The FOOD in unmarked containers or PACKAGES, or marked to exceed a 4-hour limit shall be discarded. ^P

3. *Time – maximum up to 6 hours*

(C) If time without temperature control is used as the public health control up to a maximum of 6 hours:

1. (1) The FOOD shall have an initial temperature of 5°C (41°F) or less when removed from temperature control and the FOOD temperature may not exceed 21°C (70°F) within a maximum time period of 6 hours; ^P

2. (2) The FOOD shall be monitored to ensure the warmest portion of the FOOD does not exceed 21°C (70°F) during the 6-hour period, *unless an ambient air temperature is maintained that ensures the FOOD does not exceed 21°C (70°F) during the 6-hour holding period;*^{Pf}
3. (3) The FOOD shall be marked or otherwise identified to indicate:^{Pf}
 1. (a) The time when the FOOD is removed from 5°C (41°F) or less cold holding temperature control,^{Pf} and
 2. (b) The time that is 6 hours past the point in time when the FOOD is removed from cold holding temperature control;^{Pf}
4. (4) The FOOD shall be:
 1. (a) Discarded if the temperature of the FOOD exceeds 21°C (70°F),^P or
 2. (b) Cooked and served, served at any temperature if READY-TO-EAT, or discarded within a maximum of 6 hours from the point in time when the FOOD is removed from 5°C (41°F) or less cold holding temperature control;^P and
5. (5) The FOOD in unmarked containers or PACKAGES, or marked with a time that exceeds the 6-hour limit shall be discarded.^P
4. (D) A FOOD ESTABLISHMENT that serves a HIGHLY SUSCEPTIBLE POPULATION may not use time as specified under ¶¶ (A), (B) or (C) of this section as the public health control for raw EGGS.

BID PROPOSAL FORM

NUTRITION SERVICES

RFP # 14-0275

DUE DATE: APRIL 16, 2014 AT 2:00 PM

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

The undersigned agrees to provide Nutrition Services as specified in the bid package

\$ _____ per meal cost (congregate and home delivered meals - based on a total of 360 meals/day)

New Hanover County will automatically be billed for the appropriate rate based upon number of meals served each day.

The price per meal quoted at the estimated quantity of **360 meals per day** is comprised of the following costs:

	Cost per meal
Raw Food	\$ _____
Transportation	_____
Supplies	_____
Equipment	_____
Personnel	_____
Indirect Expenses (Specify below):	_____
_____	_____
_____	_____
Total Price Per Meal (All cost including NC Sales Tax, if applicable)	\$ _____
_____	_____

	Price Quoted per meal
Shelf Stable Meals including packaging	\$ _____

Shelf Stable meals would be served in lieu of regular home delivered meal, and paid out of grant funds.

Optional:

The Bidder may include as an option the percent of profit sharing payable to the County to prepare meals for outside agencies using the Senior Center kitchen (during normal kitchen operation hours only). _____ %

Required Forms

The forms attached as part of this Bid Proposal form shall be completed and submitted as part of the Bid. The forms are:

- Letter of Transmittal
- Exception Form, if any exceptions to the bid
- Code of Conduct
- Section 4 - Service Requirement Compliance Outline
(including all required information such as detailed narrative for menus and meal preparation, name and registration number dieticians and/or nutritionists, delivery schedules, and samples of proposed packaging)
- Management Questionnaire
- E-Verify Affidavit
- Financial Integrity Form
- Nutrition Programs Bidder's Policies
- Notarized Statement "No IRS Delinquencies"
- Notarized Statement "No Revocation License"
- Background checks on Company Principals
- One set of sample menus (Separate Sealed Envelope)

Certificates of Insurance

Sample certificates of all insurance required shall be submitted by the bidder to the County with the bid proposal form.

Addendum

Receipt of the following Addendum is acknowledged:

Addendum No. _____	Date _____, 2014
Addendum No. _____	Date _____, 2014
Addendum No. _____	Date _____, 2014
Addendum No. _____	Date _____, 2014

Bidder's Information

Please check as appropriate and complete the items below.

The Bidder is:

____ An Individual

____ A Partnership between: _____

____ A Joint Venture consisting of: _____

____ A Corporation organized under the laws of the State
of _____.

(List name of state appearing on the corporate seal and
affix seal below where indicated.)

BY: _____

(name as above printed)

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

SEAL-IF BID IS BY A CORPORATION

ATTEST:

By _____

LETTER OF TRANSMITTAL

Agency: _____

Legal Name

Street Address

City State Zip Code

Phone

Name of Executive Director

Indicate primary persons and their titles that will be associated with the proposal:

Grants Manager: _____

I hereby Certify that I have read and understood and will abide by all the terms of the Home & Community Care Block Grant proposal process:

Signature

Date

EXCEPTION FORM

Any exception to the bid shall be listed on this page. Attach additional pages if necessary. Include any "Cannot Comply" responses.

CODE OF CONDUCT

Each recipient of award shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents in contracting with and/or expending Older Americans Act funds and State appropriations.

The recipient agencies officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under State or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient agency or by contractors or their agents.

Awards will be made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Consideration will be given to such matters as bidder's integrity, compliance with public policy, record of past performance and financial and technical resources.

I have read and fully understand the context of the information above.

Signature

Title

Date

EVALUATION FORM
RFP# 14-0275
NUTRITION SERVICES FOR SENIOR RESOURCE CENTER

FORMS RECEIVED (YES/NO=incomplete proposal)

	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Letter of Transmittal				
Exception Form				
Code of Conduct				
Section 4 - Service Requirement Compliance Outline				
Management Questionnaire				
E-Verify Affidavit				
Financial Integrity Form				
Nutrition Programs Bidder's Policies				
Notarized Statement "No IRS Delinquencies"				
Notarized Statement "No Revocation License"				
Background checks on Company Principals				
Set of Sample Menus (Separate Sealed Envelope)				

INSURANCE REQUIREMENT (yes/no-deficits)

	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Certificate of Insurance (COI) from Bidder's Insurance Provider/Agent				
<u>OR</u> Letter from Bidder's Insurance Agent summarizing the County's Insurance Requirements and stating that the bidder will be approved for the coverage if awarded the contract.				

ADDENDUM ACKNOWLEDGED:

	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Addendum No.				
Addendum No.				
Addendum No.				

BIDDER INFORMATION: Evaluation Criteria and Point Values

	BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4	
1. Background check on principals (10)								
2. Number support staff (10)								
	Bid	Points	Bid	Points	Bid	Points	Bid	Points
3. Home Delivered /Congregate Meals Bid (25)								
4. Shelf Stable Meals Bid (10)								
5. Copy of the very last HD Sanitation Grade from any Location (10)								
6. Reference #1 (5)								
7. Reference #2 (5)								
8. Reference #3 (5)								
9. Sample Menu Quality (20)								
PROS								
CONS								

REVIEWER:

_____ **Print Name**

_____ **Signature**

_____ **Date**

SAMPLE CONTRACT

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT is made and entered into this the ____ day of _____, 2014 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, duly authorized to do business in the state of North Carolina, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County and the Contractor have negotiated a contract for the performance of certain professional services, and County wishes to enter into an Agreement with Contractor; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide meals for the Home and Community Care Block Grant Nutrition Program in accordance with and as more fully described in Exhibit "A," attached hereto and incorporated herein by reference.

2. **Term of Contract.** The term of the contract is from **July 1, 2014** through midnight on **June 30, 2015**. This contract is contingent upon receipt of federal funding; any reduction or withdrawal of funding shall constitute grounds for Agency to terminate all or a portion of this contract. This Contract may be renewed for four (4) additional one (1) year periods at the discretion of County. To adjust for inflationary factors for each yearly renewal, meal price charged by Contractor and ten (10%) percent per meal fee (for each meal prepared on site and sold to another county or

organization) paid to County by Contractor will be negotiated annually to determine a guarantee meal price and meal fee. Any rate adjustments established for the second, third, fourth, or fifth year will be effective July 1 of the renewal period. The increase shall not exceed the Consumer Price Index inflation percentage.

3. **Payment.** Contractor shall purchase, prepare and deliver food to provide approximately 350 -380 meals per day at the rate of \$ _____ per meal per day for the New Hanover County Senior Center, 2222 South College Road, Wilmington, North Carolina Contractor shall invoice County on a monthly basis, and shall provide appropriate support documentation and accounting for verification of meal preparation. County shall pay the Contractor the established unit price per meal for each delivered meal that satisfies all requirements of this contract. Contractor shall submit monthly bills to the Agency Nutrition Project Director and monthly bills shall be paid by the County within thirty (30) days after receipt of the meals, their acceptance by County and receipt of invoice. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a Changer Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

4. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of bodily injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

5. **Insurance.** Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or

subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

6. **Minimum Scope and Limits of Insurance**

6.1 **Commercial General Liability**

6.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract or the general aggregate shall be twice the required limit.

6.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract , including the tort liability of another assumed in a business contract.

6.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

6.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.1.5 Contractor shall maintain CGL including abuse/molestation coverage, and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

6.2 Workers' Compensation and Employer's Liability

6.2.1 Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

6.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

6.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

6.3 Business Auto Liability

6.3.1 Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

6.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

6.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

6.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

6.4 Deductibles and Self-Insured Retentions

6.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

6.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

6.5 Miscellaneous Insurance Provisions

6.5.1 The policies are to contain, or be endorsed to contain, the following provisions:

6.5.2 Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to County its officers, officials, and employees.

6.5.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

6.5.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

6.7 Evidence of Insurance

6.7.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

6.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

6.7.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter

upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

6.8 Sub-Contractors. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

6.9 Conditions

6.9.1 The insurance required for this Contract must be on forms acceptable to County.

6.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

6.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Agreement shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

6.9.4 Contractor shall promptly notify New Hanover County Senior Resource Center and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

6.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

6.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

6.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

6.9.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

6.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

7. **Default and Termination.** If Contractor fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

8. **Non-Waiver of Rights.** The parties hereto mutually agree that County's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any

performance during such breach, shall not constitute a waiver of any rights under this Contract.

9. **Subcontractors**. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractors and of persons and organizations employed by them to the same extent that Contractor would be responsible for these acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County to pay any money due any such subcontractor or other person or organization, except as may otherwise be required by law. Contractor shall not subcontract without the express written consent of the County.

10. **Assignment**. The parties mutually agree that this Agreement is not assignable and shall not be assigned by either party without the written consent of the other party and the surety to this contract.

11. **Non-Discrimination**. Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the project, which is the subject of this contract because of age, race, creed, color, sex, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Acts of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable Federal, State and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discriminations. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at County's option, in a termination or suspension of this Agreement in whole or in part.

12. **Familiarity with Laws**. The Contractor specifically acknowledges that it has made himself familiar with all Federal, State and local laws, ordinances, rules and regulations, including all Federal and State Occupational Safety and Health Act (OSHA) requirements, which may in any manner affect those engaged or employed in the work of the project, or the materials or equipment in or about such work, or in any way affect the conduct of such work and agrees that its employees, subcontractors and

suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents that are contrary to or inconsistent with any such law ordinance, rule or regulation, Contractor shall immediately give notice thereof to the County in writing, identifying any items of work affected, and shall not proceed until it has received written direction from the County with respect to these items. If the Contractor performs contrary to or inconsistently with any such law ordinance rule or regulation without giving such notice, Contractor shall bear all costs, which are a consequence of such performance.

13. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Department of Aging
Attention: Ben Brow, Manager
2222 South College Road
Wilmington, NC 28403

To Contractor:

Attn: _____

14. **Independent Contractor.** The parties hereto mutually understand and agree that Contractor is an independent Contractor and not an agent of County, and as such, Contractor, its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

15. **Interpretation.** All of the terms and conditions contained in the contract documents shall be interpreted in accordance with the laws of the State of North Carolina.

16. **No Construction Against Drafter.** This Agreement has been negotiated and drafted by both parties, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it

jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement.

17. **Contract Under Seal.** The parties hereto expressly agree to create a contract under seal.

18. **Entire Understanding.** This Contract constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Contract shall be effective unless evidenced by a signed writing.

19. **E-Verify Compliance.** Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors, if applicable. County requires an affidavit attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

NEW HANOVER COUNTY

[SEAL]

County Manager

ATTEST:

Clerk to the Board

CONTRACTOR:

[CORPORATE SEAL]

Signature

Printed Name

Title

ATTEST:

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

County Finance Director

County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Sheila Schult personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ Manager, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2014.

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is Secretary of _____ a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, _____, sealed with its official seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this ____ day of _____,
2014.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

- a. YES _____, or
- b. NO _____

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 2014.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the ____

day of _____, 2014.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)