

# **INVITATION FOR BID**

## **Stokes County Senior Services Congregate and Home Delivered Meals Nutrition Programs**

**Bid Proposals are due May 30, 2019 @ 10:00 a.m.**

# **TABLE OF CONTENTS**

## **SECTION I: BIDDER INSTRUCTIONS**

- 1.1 Introduction
- 1.2 Intent of RFP
- 1.3 Issuing office/Inquirers
- 1.4 Addenda
- 1.5 Dates
- 1.6 Submission of proposals
- 1.7 Submission date
- 1.8 Proposal withdrawal
- 1.9 Bid content
- 1.10 Best Price
- 1.11 Proposal evaluation
- 1.12 Sales Tax
- 1.13 Rejection of bids
- 1.14 Exceptions
- 1.15 Assignment
- 1.16 Governing Law and forum
- 1.17 Payment/Invoicing
- 1.18 Indemnification
- 1.19 Fund availability
- 1.20 Independent pricing
- 1.21 Default
- 1.22 Contract
- 1.23 Amendments and contract modifications
- 1.24 Liability
- 1.25 Insurance
- 1.26 Termination for convenience
- 1.27 Contract term(s)

## **SECTION II: FOOD SERVICE SPECIFICATIONS**

- 2.1 Food service requirements
- 2.2 Food procurement and preparation
- 2.3 Food preparation, delivery and transportation
- 2.4 Meals and service management
- 2.5 General specifications
- 2.6 Equipment
- 2.7 Standards for disposable dinnerware

SECTION III: BID PROPOSAL .....

- 3.1 Management services proposal
- 3.2 Meal delivery route schedule
- 3.3 Assurance of compliance with the Department of Health and Human Services regulations under Title VI of the Civil Rights Act of 1964
- 3.4 Bid price form

APPENDIX

- Exhibit 1: Nutrition site and meal information
- Exhibit 2: Draft contract for catering services

## Section I

### Bidder Instructions

#### 1.1 Introduction:

Stokes County is currently accepting bid proposals based on the enclosed requirements from bidders to furnish approximately 170 meals per day to the Senior Services Department. Bidders' are responsible for preparing and transportation of meals to three (3) nutrition sites within Stokes County and one daily drop point located in Danbury.

Congregate meals are to be provided in bulk; home delivered meals shall be provided pre-plated; frozen meals will be provided in bulk, but clearly labeled and dated as to provide daily nutritional instruction to recipients.

The total number of meals listed above includes both congregate and home delivered meals, (hot, shelf stable, and frozen). Exhibit 2 details the total number of **estimated** meals per site as well as the approximate number of congregate and home delivered meals per site.

Stokes County's Congregate and Home Delivered Nutrition Programs goal is to provide to participating older adults one nutritious meal per serving day with 1/3 of the current minimum Recommended Daily Allowances for Older Adults (as established by Food and Nutrition Boards of the National Research Council) and which follow the meal pattern and standards established by the North Carolina Division of Aging (NCDOA).

#### 1.2 Intent of this RFP:

It is the intent of these specifications to describe the minimum requirements for a contractor to provide nutrition services to the Stokes County Senior Services Department. Details included in this RFP are meant to be typical and are not meant to exclude any bidder who is otherwise qualified. It is the bidders' responsibility to include in their proposal all necessary equipment and items needed, even if not specified, to provide this service. All proposals submitted shall be for a complete turnkey job. These specifications are considered the type and minimal performance standards for nutrition services to be provided by the bidder.

Any and all omissions or deviations from the attached specifications shall be clearly pointed out in the bidder's proposal, along with the reason for such deviations. All cost must be shown. No additional cost will be accepted or paid for by the County of Stokes.

### 1.3 Issuing Office and Inquiries:

This Request for Proposals (RFP) is issued by the Stokes County Purchasing Department on behalf of the Stokes County Senior Services Department. Any inquiries, clarifications, or interpretations regarding this RFP should be directed to:

Glenda Pruitt  
Stokes County  
P.O. Box 20  
1014 Main Street  
Danbury, NC 27016  
(336) 593-2452  
[gpruitt@co.stokes.nc.us](mailto:gpruitt@co.stokes.nc.us)

Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of this RFP. It is the responsibility of each bidder to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept written inquiries regarding this RFP until 5:00 p.m. Thursday May 23, 2019. The County's interpretation of the RFP shall be controlling in all cases.

### 1.4 Addenda:

Any addenda to these bidding documents shall be issued in writing and will become part of this RFP. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into an addendum. It is the responsibility of the bidder to contact the County before submitting a bid proposal to find out if any addenda have been issued and to request such.

### 1.5 Important Dates:

Bid Opening	May 17, 2019 @ 8:30 a.m.
Anticipated Award Date (not guaranteed)	June 24, 2019

### 1.6 Submission of Proposals:

Proposals must be presented on the bid form attached to this RFP in a sealed envelope and mailed or delivered to:

Stokes County  
Glenda Pruitt  
P.O. Box 20  
1014 Main Street  
Administration Building  
Danbury, NC 27016

The envelope shall be plainly marked, **SEALED BID – SENIOR CITIZENS MEALS**. No responsibility shall be attached to the County for the premature opening of any bid proposal not properly addressed or identified.

Bidders shall complete and submit the following items with their bid proposal:

Management Questionnaire (Certificate of Insurance and Sanitation Grade Rating.)

Meal Delivery Route Schedule

Assurance of Compliance with Title VI of the Civil Rights Act

Bid Price Form

#### 1.7 Submission Date, Location and Opening of Bid Proposals

Bids will be publicly opened and read aloud at **10:00 a.m. May 30, 2019** in the Commissioners Chambers of the Stokes County Ronald Reagan Memorial Building in Danbury, North Carolina.

In order to be considered for selection, bid proposals must be received by the County as indicated herein by May 30, 2019 10:00 a.m. The bidding process will close at 10:00 a.m. Failure to meet this deadline will disqualify the bidder's proposal.

All bids are a matter of public record once opened. Proprietary documents should not be included in the proposal.

#### 1.08 Proposal Withdrawal:

No submitted proposal may be withdrawn for a period of sixty-days (60) after the opening of bids.

#### 1.09 Bid Content:

Bidders may not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that all information provided is accurate, complete, and consistent. Omission of any of the required information may subject the vendor's bid to disqualification.

#### 1.10 Best Price:

Award of contract will be made without any further negotiation based on price. Therefore, the best price available to the bidder should be submitted in response to this RFP.

#### 1.11 Proposal Evaluation:

All proposals received will be evaluated by County staff using the following criteria:

Ability to meet RFP specifications

Price

Bidder qualifications, inclusive of, but not limited to, bidders experience, track record in the catering business, staff training, audits

Proximity to sites

Ability to provide therapeutic meals and other appropriate meals such as shelf-stable, frozen or liquid, reduced calorie, chopped, pureed, etc.

Minority, Female and/or Handicapped business status.

Completeness and Accuracy of bid

A proposal will be considered non-responsive and may be eliminated from consideration at the County's option for failure to comply with any requirements of this RFP, depending on the nature and extent of non-compliance.

#### 1.12 Sales Taxes:

Sales tax is not to be included in the bidder's total cost. However, the County will pay all sales tax amounts that are invoiced as a separate line item.

#### 1.13 Rejection of Bids

The County of Stokes reserves the right to reject any or all bids, with or without cause, when such rejection is in the best interest of the County.

#### 1.14 Exceptions:

All exceptions must be listed under paragraph 17 of the Management Services Proposal, referencing the section by number to which the exception is taken. Any RFP section to which the bidder does not take an exception to will be considered as being agreed upon by the bidder.

#### 1.15 Assignment:

The selected bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without previous consent and approval in writing by the County Manager.

#### 1.16 Governing Law and Forum:

Contract between the County and bidder shall be governed in accordance with the laws of the State of North Carolina.

#### 1.17 Payment/Invoicing:

Payment will be accomplished by submission of invoices no later than ten business days following the month of service and mailed to:

Vicky East  
Stokes County Senior Services  
Post Office Box 29  
Danbury, NC 27016

#### 1.18 Indemnification:

The selected bidder shall hold the County harmless from liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses including attorney's fees, that (a) arise out of, are in connection with, or result directly or indirectly from the bidder's failure to perform any obligations under this RFP; or (b) are a result of breach of any vendor's warranties. The indemnification responsibilities created by this section shall survive and be enforceable after this contract between the County and the selected bidder terminates or expires, and they shall be terminated only by written agreement of the bidder and the County.

#### 1.19 Fund Availability:

Any contract resulting from this solicitation is deemed in effect only to the extent of available appropriations from the North Carolina Division of Aging. Any reduction or withdrawal of funds from the program shall be sufficient grounds for cancellation of any agreement.

#### 1.20 Independent Pricing:

By submission of a proposal, the bidder certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any other competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any bidder or to any competitor, or to any County staff member; and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

#### 1.21 Default:

In case of default of the vendor, the County may procure the articles and/or services called for in the contract from other sources and hold the selected vendor responsible for any excess cost. The performance of the contract may be terminated by the County of Stokes in accordance with this clause, in whole or part, in writing, whenever the County determines that the vendor has failed to meet performance requirements of the contract.

#### 1.22 Contract:

Upon acceptance and award by the Board of Commissioners, the contract between the vendor and the County shall consist of the following (a) the RFP and addenda, (b) the selected proposal and any attachments thereto, and (c) all written communications between the County and the vendor

concerning this transaction. The RFP will govern in the event of conflict between the RFP and the selected vendor's proposal.

The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

#### 1.23 Amendments and Modifications of contract; Waiver of Contract

The contract between the County and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by the party against whom enforcement of the amendment, modifications, or waiver is sought.

#### 1.24 Liability:

The vendor shall act as an independent contractor and not as an employee of Stokes County. The vendor will be required to indemnify, defend, and hold and save harmless Stokes County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty referenced in this RFP.

#### 1.25 Insurance:

Caterer will be required to carry and keep in force at all times, Comprehensive General Liability, Workers Compensation and Products Liability insurance to cover all claims made by the public or his/her employees during this project and will furnish the County evidence that such coverage is in force. Coverage limits are list in paragraph 4 of the Management Services Proposal form.

#### 1.26 Termination for Convenience:

The County of Stokes reserves the right to terminate the contract in whole or in part by giving the vendor written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination from the County, the vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the contract shall continue during such notice of any obligations to the extent of such responsibility has not been excused by breach or default of the vendor.

Upon termination, the vendor shall invoice the County for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a professional fee or expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination.

#### 1.27 Contract Term(s):

Initial contract award will be for a one-year (12 month term) beginning of July 1, 2019 and ending June 30, 2020, with the option to renew for up to 2 more years. Total length of contract time will not be extended past 36 months. After the first and second year, the contract is subject to renewal

for an additional twelve-month (12) period with the same operating conditions and unit price per meal (unless a written notice is given to both parties). The additional contract years are subject to satisfactory performance on contract services by Caterer, and the County receiving adequate public funding to continue the service.

The result of the annual caterer assessment by County Senior Services staff agency will be the primary factor in determining if a 12-month contract will be extended. If the County determines that the caterer is not in contractual compliance with administrative, service provision, or meal service production requirements, and it is not in the best interest of the program to renew this contract, the County will notify the caterer of such decision via certified mail prior to March 31, 2020.

In the event of contract negotiations requested by the caterer, the County reserves the right to accept or reject any proposed changes to the contract. The County may also request additional operating information or chose to enter into public bidding, whichever in the opinion of the County administration, best serves the interest of the County.

Upon receipt of Federal and State aging services allocations for the second or third 12-month period, the County will notify the caterer in writing of any changes in the average number of meals per day to be provided in year two. Included in this notification will be a requirement that the caterer notify the County via certified mail by a specific date of their intention to enter into a 12-month extension.

With proper notification, prior to March 31, 2020, the caterer reserves the right to withdraw the 12-month extension offer for any reason without penalty. However, failure of the caterer to notify Stokes County of their renewal decision in keeping with specified time frames would result in forfeiture of the option to renew.

## SECTION II:

### FOOD SERVICE SPECIFICATIONS

#### 2.1 Food Service Requirement

All menus must be approved by a licensed dietician/nutritionist who meets licensure requirements as specified in N.C. G.S. 90-350. This person shall be retained by the caterer, may be a paid employee or a volunteer. An original signature on each page of menu shall indicate menu approval. The registered dietician shall review and certify all menus prior to use to assure the meals meet one-third of the daily Recommended Dietary Allowances as established by the Food and Nutrition Board, National Academy of Science--National Research Council (Tenth Edition). Menus shall be written 20 days in advance of the meal and shall be approved 2 weeks in advance of meals being served. Menus must be changed at least two times per year. Nutrient analysis must be on file with approved menus.

Each meal on the certified signed menu must be served. Food substitutions shall be approved by the person responsible for menu review to ensure meals meet one-third of the daily Recommended Dietary Allowances. Substitutions must be approved within 45 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. **A change form must document any deviation from the certified menu and the specific food substitution listed.** The menu change form must be dated and signed by the person authorizing the change. Change forms shall be kept on file with the certified menu for audit. Menu substitutions should not exceed one per month.

Any meal that does not meet one-third of the daily Recommended Dietary allowances and the meal pattern and is served to an eligible older adult is not a reportable unit of service for reimbursement or NSIP entitlement.

Vitamins and/or mineral supplements or other supplements may not be purchased with program funds or served at sites.

Food items within the meat and meat alternates, vegetable, fruit, and complex carbohydrate groups shall be varied within the week and menu cycle. Food items shall not be repeated two days in a row or on the same days of consecutive weeks. Variety of food and preparation methods, including color, combinations, texture, size, shape, taste, and appearance shall be provided.

The following "menu pattern" must be used:

Each day's menu **must** meet one-third of the daily Recommended Dietary Allowances. (Any meal which does not meet 1/3 RDA is not reimbursable.)

All foods must be identified in order to calculate nutrient value.

The method of food preparation shall be specified on all meat items.

All meals must meet the following specifications:

Calorie content must be a *minimum* of 700 calories per day.  
The fat content shall not exceed 30% of total calories per meal.  
The sodium content of the meal shall not exceed 1,300 milligrams per meal.

Each category of the "menu pattern" outlined below must be served to each participant.

(A) Meat/Meat Alternative Group

The total protein content of each meal must be no less than twenty-one (21) grams. Of this, fourteen (14) grams must be a "complete protein" in the form of at least 2 oz. edible meat, fish or poultry, exclusive of fat, bone, or gristle. One-half cup cooked drained dried beans, peas, or lentils may be used as a substitute for 1 oz. of meat. One cup of dried beans may be used as a substitute for 2 oz. meat; however, a "complementary" protein source must be served at the same meal with the 1 cup dried beans in order to serve a complete protein (i.e., rice, corn, or cornbread). Other protein sources such as 1 egg or 2 tablespoons peanut butter may also be substituted for 1 oz. meat. Processed meats, such as hot dogs or sausage, should be limited to once or twice a month because of the high fat and sodium content and limited nutrient value.

Ground meat may be used in entrees no more than twice in one week. Casseroles or other mixed dishes must have ingredients specified on the menu to facilitate nutrient analysis.

(B) Bread/Grains Group

The requirement for each meal to contain 2 servings of a whole grain or enriched grain product may be met in a variety of ways. The following examples are considered one serving from the Bread/Grains Group: ½ cup rice, potatoes or pasta; 6 saltine crackers; cornbread (2" cube); 1 roll, biscuit, or muffin; or 1 slice of bread. These may be served as separate items or incorporated into the main entrée in the amounts specified above. An alternate way of meeting the menu requirement for two servings of bread/grain product would be to provide one serving of bread product as listed above and a starchy vegetable such as ½ cup of sweet or white mashed potatoes (or 1 medium-sized potato), lima beans, green peas, or corn. If this alternative is chosen, the starchy vegetable may not be used to satisfy both the bread/grain requirement and the vegetable/fruit requirement. A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

(C) Vegetable/Fruit Group

Each meal must contain 2 servings of different fruits and/or vegetables. A serving consists of 1/2 cup canned fruit (drained) or 1/2 cup cooked vegetable (drained), 1 piece of fresh fruit, or 6oz. of 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% fruit juice fortified with vitamin C to meet one-third daily Recommended Dietary Allowances for vitamin C), 1/2 cup coleslaw, or 1 cup tossed mixed fresh vegetable salad. When salad is served it must be placed in a separate compartment of a compartmental tray to avoid mixing with other foods or served in separate salad bowl.

Providers should note that menu requirements in 10A NCAC 06K .0203 specify that juice may fulfill no more than half of the vegetable/fruit requirement for a meal.

Cranberry juice cocktail may not be used as one of the juices to satisfy the fruit/vegetable requirement. Six ounces of juice should satisfy the fruit/vegetable requirement no more than a maximum of two days per week.

It is recommended that one serving of Vitamin A rich food be served twice each week.

One serving of vitamin C-rich food must be served twice per week.

Fruit or vegetables used in gelatin or soups or main entrees may be counted as one serving if 1/2 cup of fruit or vegetables is used per serving. Vegetable or fruit sauces (e.g. tomato sauce for spaghetti) may not be identified as a meeting the fruit/vegetable requirement (i.e., tomato sauce for spaghetti), except that applesauce may be counted as a fruit.

#### (D) Fat Group

One teaspoon of butter or fortified margarine in an individual covered package chip or container may be used if it adds palatability to the menu. The menu must identify whether gravy, white sauces, salad dressing, mayonnaise, margarine or butter is used when served. Methods that limit the amount of fat during cooking or serving are recommended. However, it should be pointed out that sauces over thin slices of meat help to maintain required food temperatures. Each meal may contain fat, but total fat shall not exceed the 30% of the total calories per meal.

#### (E) Dairy Group

Each meal must contain a total of no less than 400 mg. calcium. This may be obtained by one serving of 8 ounces of whole, low fat, skim, buttermilk, chocolate (not chocolate drink), sweet acidophilus milk, or Ultra High Temperature (UHT) milk, fortified with vitamins A & D in an individually sealed carton, and other foods high in calcium. Calcium fortified foods, juices, and other beverages may be served to meet the calcium requirement.

#### (F) Desserts

Desserts may be provided as an option, including fruit, puddings, fruited or plain gelatin, ice cream or ice milk, frozen yogurt, sherbet, cake (frosted or with fruit sauce), cobblers, cookies, or pies (or pie squares), etc. Care should be taken not to exceed the 30% fat level of total calories for the meal.

If fruit is used as a dessert, it can be counted as one serving of the fruit/vegetable category. If any calcium-rich foods are used as dessert, they may be counted as part of the total content of the meal.

#### (G) Beverage Category

Coffee or tea may be served but cannot be counted as fulfilling any part of the one-third daily Recommended Dietary Allowances requirement.

## (H) Special Requirements

Recipes for all foods used in combination must be supplied to the person responsible for certifying the menu to facilitate nutritional analysis. When recipe ingredients are changed, the recipe must be re-submitted for approval by the licensed dietician/nutritionist.

All foods are identified on the menu in order to calculate nutrient value. All prepared or breaded meat items or meat in combination must be specified on the menu. Only approved brands may be used in the meat category.

Fresh and frozen vegetables should be used as much as possible. When canned vegetables are used, salt should not be added.

The form of vegetable or fruit used (fresh, frozen, dried, or canned) must be indicated on the menu for nutrient analysis.

Vegetable protein products are allowed by the Food and Nutrition Service (FNS), USDA, to be used in meat mixtures up to a maximum of thirty percent (30%). Seventy percent (70%) of the ingredients in the meat mixture must be meat.

Vegetable protein extended products may be used one (1) time per week and must be noted on the menu. A copy of the Certificate of Compliance shall be filed with the menus.

### **2.2 Food Procurement and Preparation:**

All food served must be prepared in a Grade A kitchen. All food used must meet standards of quality, sanitation, and safety applying to foods that are processed in a commercially licensed establishment.

Food from unlabeled, rusty, leaking, or broken containers or cans with side dents, rim dents, or swells shall not be used.

All meat and poultry, fresh or frozen, used in the meals must be inspected by USDA or State officials, from federally or state inspected plants, and must bear inspection stamps on the box or package.

All foods used in the meals must be from approved sources; be in compliance with applicable state and local laws, ordinances, and regulations; and be clean, wholesome, and free from spoilage, free from adulteration and mislabeling, and safe for human consumption.

Fresh raw fish must bear the PUFI (Packed Under Federal Inspection) shield.

Fresh fruits and vegetables of good quality may be donated and incorporated into the menu only when they can be used to serve all participants. Prior to use, all fruits and vegetables shall be washed to remove dirt or insecticide residues.

All food must be stored, prepared, held, and served in a manner to preserve optimum flavor and appearance, while retaining nutrient content.

Staff preparing and serving food must use good hygiene techniques and practices in all handling of the food.

All hot food must be maintained at 140°F. or above throughout all processes from cooking to serving. All cold food must be maintained at 41°F. or below during all processing through serving. All hot foods used in the Home Delivered Meals shall be no less than 180°F. at the time of packaging and will be packaged in divided containers with airtight seals.

Each caterer must abide by food safety and sanitation practices required in "Rules Governing The Sanitation of Restaurants and Other Food Handling Establishments" (15A NCAC 18A. 2600) and other applicable state and local ordinances and regulations. If the grade falls below "A" or 90%, the County must be notified and must receive a copy of the Environmental Health Inspection Report. When the Environmental Health Inspection Specialist re-inspects the facility, the County must receive a copy of the re-inspection report.

All material used in food delivery carriers must be guaranteed to be safe for food contact. All carriers must be sanitized daily by the food service caterer.

### **2.3 Food Preparations, Delivery and Transportation**

(A) State and local fire, health, sanitation and safety regulations must be adhered to in all stages of food service operations.

(B) The caterer shall ensure that all staff working in the preparation of food shall follow hygienic techniques and practices in food handling, preparation and service.

(C) Tested quality recipes must be used to achieve the consistent and desirable quality and quantity of meals.

(D) All foods must be prepared and served in a manner to present optimum flavor and appearance, while retaining nutrients and food value.

(E) All "panned foods" such as cornbread, cake and meatloaf shall be scored or indicated for proper serving size. NOTE: Special serving instructions for such foods shall be provided daily.

(F) The special needs of the elderly must be considered in all food selection and meal preparation.

(G) If necessary, the caterer will change the sources of food supply to upgrade food quality. These changes will be at the request of the local service agency's nutrition director.

(H) Meal production for the HCCBG nutrition program will be supervised by a dietitian or an individual who is certified in institutional/hotel management or food service production.

(I) Caterer is to maintain staff trained in food service management techniques. The Commissary Manager should have formal training and/or experience to oversee the direct preparation and packaging of meals for delivery.

(J) Upon request, the caterer will submit the meal production supervisor's credentials to the County and/or local service agency.

(K) The caterer shall be responsible for delivering and maintaining hot foods at 140°F. or above and cold foods at 41°F. or below until serving time at each nutrition site. All hot food used in the Home Delivered Meals shall be **at least 180° F.** at the time of packaging.

(L) Meals will be prepared and transported in such a manner as to avoid spillage and contamination by mixtures of food or foreign matter/objects.

(M) All food carriers must meet National Sanitation Foundation standards and sanitized daily by the caterer.

(N) Transportation of the food to the individual sites will be the responsibility of the caterer. The caterer shall follow an established delivery schedule for each of the nutrition sites to ensure the service of meals at the given time. (Caterer will complete a delivery schedule for each route in the Bid Proposal.) Trucks should be equipped with harnessing devices to prevent spillage and movement of containers and shall be maintained in a sanitary condition. Special care shall be taken to assure temperatures compliance during transit.

(O) All foods in transport shall be completely and securely covered and in proper containers.

(P) All serving utensils, pans and transport units shall be sanitized daily by caterer.

(Q) All food shall be packaged and transported in a manner to protect against potential contamination including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Packaging and transport equipment must maintain appropriate food temperatures. Records of all temperature checks shall be kept on file for audit.

## **2.4 Meals and Service Management**

(A) Frozen, canned, or dehydrated meals may be provided to participants for emergency situations. The adequacy of freezer and refrigeration equipment and the ability of the participant to prepare the meal should be taken into consideration when planning these meals. All frozen meals must be dated with the delivery dates. Meals provided for emergency situations shall be reported for reimbursement on the day(s) in which the meals were delivered.

(B) The local service agency shall not be obligated to pay for meals which are undelivered to a nutrition site or meals which are incomplete, do not meet one-third Recommended Dietary Allowance, or do not meet meal pattern (i.e., spoiled, damaged, insufficient, or late – a lapse of more than ½ hour from scheduled arrival time as stated in 3.2 Meal Delivery Route Schedule

If the local service agency can replace undelivered or incomplete meals from an alternate source, a claim for reimbursement (as limited by contract) shall be submitted and the caterer shall reimburse the provider accordingly.

If the local service agency is unable to purchase replacements, the caterer shall bear liability for the total unit cost of each undelivered or incomplete meal. (Unit cost is defined as total service unit cost as described in the local agency's Home and Community Care Block Grant Nutrition Service Budget.)

If food delivery is later than a 30-minute grace period the County may purchase food from an alternate source and charge the meal cost plus related expenses to the caterer. Alternately, the County may also elect to accept meal delivered more than 30 minutes late to a site, but the County shall only be obligated to pay for the number of meals that can be served to eligible program participants still in attendance or deliverable at that time.

In the unlikely event that a food product is judged to be unfit for human consumption, the caterer will be contacted to discuss the concerns. If a replacement product cannot be delivered prior to meal service time, the County will have the option to purchase a similar product for reimbursement or the charges for the entire meal must be credited to the County.

If shortages or omissions cannot be made up by the Caterer by serving time on the same day, and the County is not able to purchase the needed food items, then the shortage or omission of a specific food item will constitute a shortage of the entire meal(s) and the approved unit cost for these meals may be deducted from the Caterer's bill for that month.

(C) The caterer must follow standard dry-weight measures (pound, ounce) in determining quantities of raw food to give correct yield of prepared food as required.

(D) Caterer will provide each nutrition site with daily "meal ticket" forms. These forms will specify the number of meals delivered to the site and will have the time preparation of meals ended with the commissary manager's signature; will have space for nutrition site managers to record: a) time food was delivered to the site and food temperatures and b) time food was served and food temperatures and c) room for comments pertaining to food service, food quantity and food quality. (Meal ticket forms shall be in duplicate and the nutrition site manager will return one copy to caterer and one copy to local service agency.)

(E) The local service agency's nutrition program director will be responsible for notifying the caterer by 4:00 p.m. of the preceding day of any change in the number of meals to be delivered to the nutrition sites the next day.

(F) Meals will not be served during inclement weather (snow, ice, hurricane, tornado, etc.) using the local Board of Education's decision for school closing as a guide, unless otherwise agreed upon by all parties. If Board of Education has not made a decision by 6:00 a.m., service provider will render an independent decision as to the closing of Nutrition Sites. If caterer is notified by 6:00 a.m. not to prepare meals for any inclement weather days, no charges will be made to the local service agency for that day. Charges made for notification after 6:00 a.m. will be made at a

prorated cost for preparations that have been made. Caterer and local service agencies may agree to an earlier time. Nutrition sites will close for any day which poses a threat to the safety of the clients. Inclement weather days may reduce the total number of serving days during the twelve-month period.

(G) The caterer will be asked to furnish box lunches, special dinners, refreshments, etc., from time to time. The arrangements will be made between the local service agency and the caterer in advance of such an occasion.

(H) The County reserves the right to add additional meals and/or nutrition sites, as funds are made available. Further, the local service agency reserve the right, with approval from the Area Agency on Aging, to relocate or close existing nutrition sites when necessary. The County reserves the right to reduce the number of meals based on the receipt of funds from the N.C. Division of Aging.

(I) Caterer will bill the County on a monthly basis for the number of complete meals delivered. Any outstanding claims for replacement meals will be credited from charges if caterer has not reimbursed provider accordingly.

## **2.5 General Specifications**

The County's Senior Services director, or his/her designee, will conduct a formal on-site assessment of the caterer at least on an annual basis.

The County's Senior Services director or his/her designee will examine food from the first meal served at each nutrition site each day. This examination will include measurement of component weights, as well as visual examination for color and appearance. In addition, the County shall have the option of periodically drawing samples for more detailed analysis in a qualified laboratory.

The County representative, NWPCOG authorized representative, North Carolina Division of Aging (NCDOA), USDA Food Distribution Agency officials, United States Administration on Aging of the Department of Health and Human Services, the United States and North Carolina Departments of Agriculture, and the Comptroller General of the United States, have the right to inspect food production sites, receipts and purchase records and vehicles.

Caterer will furnish reports as required by the local service agency, County, AAA, NCDOA and United States Administration on Aging.

Caterer shall comply with Title IV, Title VI, and Title VII of the Civil Rights Act of 1964, in regard to employment practices and persons served. Additionally, Caterer shall comply with North Carolina's policies and procedures for Home and Community Care Block Grant Programs.

## 2.6 Equipment

The following two charts detail the equipment/disposables required for the Home delivered Meals Program and each Congregate Nutrition site.

### CHART 1

#### Home Delivered Meals Equipment/Disposables to be Provided by Caterer

Divided containers with airtight seals. (Container size may vary depending on the food delivery carriers used.)

Sealable "Sandwich" type bags for bread

Appropriate individual containers with tight-fitting lids for all cold foods, salads, soups, and desserts.

Hot and cold packs as necessary to maintain temperatures

#### CONDIMENTS

1. Appropriate for each meal, i.e., salt, pepper, sugar, mustard, ketchup, vinegar, tartar sauce, salad dressings, etc.
2. Ice, when needed

### CHART 2

#### Congregate Nutrition Equipment, Disposable and Condiments to be Provided by Caterer for 3 Sites

#### EQUIPMENT

1. Electrical hot holding units
2. Stainless steel hotel pans with appropriate lids
3. Ice Chest
4. Serving utensils:
  1. spatula, 2 slotted spoons, 2 solid spoons
  - 1 tong, 2 - #8 scoops, 2 ladles - (6 oz. and 1 oz.),
  - 1 pitcher (1/2 gallon size),
  - 1 paring knife

#### DISPOSABLES

1. Five compartment laminated plates
2. Laminated bowl for salad, soup and stew
3. All-purpose 4 oz. cup
4. Plastic ware kits (bulk)
5. Napkins (bulk)
6. Trash can liners (55 gallon size, heavy duty weight)
7. Disposable plastic gloves
8. Straws
9. Hairnets or caps

Note: Special plates and utensils to meet the needs of handicapped participants shall be provided by caterer, as requested.

#### CONDIMENTS

1. Appropriate for each meal, i.e., salt, pepper, sugar, mustard, ketchup, vinegar, tartar sauce, salad dressings, etc.
2. Ice, when needed

## **2.7 Standards for Disposable Dinnerware**

Knives - should cut without bending and should be of at least medium weight

Spoons - should not bend, melt or break and should be of at least medium weight

Fork tines - should not break off when used for eating and should be of at least medium weight

Plates - should be laminated and have non-absorbing quality so that gravy will not soak into plates, have strength to support weight of food, be deep enough to hold the serving without spillage, and should have five (5) compartments

Bowls - should be laminated and have non-absorbing quality so that stews/soups will not soak into plates, have strength to support weight of food and be deep enough to hold servings without spillage

Cups - should be easy to hold, retain temperatures and have flat bottoms.

### 3.1 MANAGEMENT SERVICES PROPOSAL

(Completed and returned with bid proposal.)

Respond completely to each of the following questions. Use as many additional pages as necessary. Please number responses according to question.

1. Name, address, and telephone number of the primary contact.

2. Name, address, and telephone number of the alternate contact.

3. List contractual experience during the past three (3) years in like or similar services.

<u>Name/address of Contracting Party</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

4. Attach is a Certificate of Insurance certifying that the bidder carries Workmen's Compensation, Comprehensive (including products), bodily injury and property damage liability insurance. The Caterer shall provide and maintain in force, at no cost to the program, all necessary insurance coverage, as required by law or to: a) protect the Caterer and/or employees of the Caterer, and b) protect the program and/or program's employees. Insurance coverage to be maintained shall include, but not be limited to: a) Products liability insurance policies with limits of \$500,000; b) Comprehensive General Liability - Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or completed operations and broad form property damage coverage, and a contractual liability endorsement; b) Workmen's Compensation and Occupational Disease Insurance - Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

5. Give the location of the facility where food will be prepared (i.e., name, street address, telephone).

6. Does the facility have a Grade A Sanitation Rating and what is the date of the most recent inspection?

Attached copy of the most recent inspection findings.

7. Describe the food carrier equipment and delivery vehicles, which will be utilized, including the number, type model, etc.

8. Describe how standard hot and cold temperatures will be maintained. Include a detailed description of the equipment to be used. (NOTE: All equipment must meet NSF standards.) (See Section II, "Equipment" for Program requirements.)

9. Describe the adequacy of your storage area for commodity foods; Include dry, refrigeration and freezer storage.

10. Do you have any other catering services that you would wish to provide to the program?

Would there be any additional cost involved?

11. Do you have any other non-catering services that you would wish to provide to the program (i.e. nutrition education, health screenings, client satisfaction evaluations, birthday cakes, etc.)?

Would there be any additional costs involved?

12. Do you have a dietician on staff to review menu requirements? Yes\_\_\_No\_\_\_\_\_

If not, what arrangements will be made? \_\_\_\_\_  
\_\_\_\_\_

13. Will you be able to provide shelf stable meals? Yes\_\_\_\_\_No.\_\_\_\_\_

If yes, will they be delivered in bulk or packaged as individual meals? \_\_\_\_\_

14. Will you be able to provide frozen meals on a weekly delivery basis? Yes\_\_\_ No\_\_\_ If yes, will the plates be microwavable? Yes\_\_\_\_\_No.\_\_\_\_\_

15. Describe the qualifications and training of your commissary manager to oversee the direct preparation and packing of meals for delivery.

16. What is your contingency plan in the event of a delivery vehicle breakdown? Do drivers have capability to be in contact with commissary while on routes?

17. Describe any other information you would like to provide.

18. Describe any of the aforementioned specifications, which your firm **cannot** meet. **If not listed here, bids will be evaluated with the understanding that the bidder will meet all specifications required in this RFP.**

19. The information in this Bid Proposal is accurate and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Agent Submitting Bid

\_\_\_\_\_  
Date

### 3.2 MEAL DELIVERY ROUTE SCHEDULE

(Complete and return with bid proposal)

Instruction: Complete one delivery schedule form for each proposed route. (Make additional copies of this form.)

The route to be utilized for the delivery of meals to the following locations is:

\_\_\_\_\_  
(Route Name and/or Route Number)

Meal Production Complete: \_\_\_\_\_  
Time

Meals Depart Commissary: \_\_\_\_\_  
Time

(1) Arrival Time: \_\_\_\_\_ Nutrition Site: Walnut Cove

(2) Arrival Time: \_\_\_\_\_ Community Services Bldg.: Danbury

(3) Arrival Time: \_\_\_\_\_ Nutrition Site: Francisco

(4) Arrival Time: \_\_\_\_\_ Nutrition Site: King

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**3.3 ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT  
OF HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(Complete and return with bid proposal)

\_\_\_\_\_ (Herein after referred to as "Applicant") (Name of Applicant Agency)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated \_\_\_\_\_ Applicant \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Applicant's Mailing Address) (President, Chairperson of Board, or  
Comparable authorized official)

### 3.4 BID PRICE FORM

(Complete and return with bid proposal)

Please submit the information below:

*An average of approximately 170 meals per day for approximately 245 serving days.*

a: Congregate \$\_\_\_\_\_ per meal x 40 meals x 245 serving days = \$\_\_\_\_\_

b: Home Delivered \$\_\_\_\_\_ per meal x 130 meals x 245 serving days = \$\_\_\_\_\_  
(This number includes weekly frozen count)

(Do not include sales tax.)

Total Price = \$\_\_\_\_\_

**Other, if different from above:** Shelf stable: \$\_\_\_\_\_ per meal

Frozen: \$\_\_\_\_\_ per meal

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_, 2019

Exhibit 1

NUTRITION SITE AND MEAL INFORMATION

(To be used in calculating Bid)

County	+ Local Service Agency and Nutrition Director	* Nutrition Site Location	Approximate Number * of Daily Meals	Serving Time
Stokes	Stokes County Senior Services P.O. Box 29 Danbury, NC 27016 (336) 593-8156	Francisco Community Building 7104 NC 89 Hwy Westfield, NC 27053 Site manager: Linda Williams (336) 351-3772	35* Congregate-6 Home Del.- 25  Wkly. Frozen- 2	11:00
		King Recreation Acres 107 White Road King, NC 27021 Site manager: Jean Graham (336) 983-9298	60* Congregate- 16 Home Del.- 42  Wkly.Frozen-6	11:30
		Walnut Cove Senior Center 308 Brook St. Walnut Cove, NC 27052 Site manager: Pearl Cleary (336) 591-5442	60* Congregate- 16 Home Del.- 29  Wkly. Frozen- 2	11:30
		Stokes Community Service Bldg. Program Director: Vicky East 700 N. Main St. (P.O. Box 29) Danbury, NC 27016 (336) 593-8156	10* Congregate- 0 Home Del.- 6 Wkly. Frozen-1	N/A

**D-R-A-F-T**

**CONTRACT FOR CATERING SERVICES**

This agreement, entered into as of this \_\_\_ day of \_\_\_\_, 20\_\_\_, by and between Stokes County (hereinafter referred to as “County”, and \_\_\_\_\_, (hereinafter referred to as “Caterer”);

WITNESSETH THAT:

WHEREAS, the County desires to purchase meals for consumption by eligible individuals under the provision of the Older Americans Act of 1965, as amended, including Federal and State regulations and policies relating thereto (hereinafter referred to as the “Older Americans Act, as amended”); and

WHEREAS, Caterer is a food service management business and has the technical knowledge required to supply such meals;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Caterer agrees to sell and the County agrees to buy meals for the Congregate and Home-Delivered Meals programs, which meals shall meet the nutritional requirements under the Older Americans Act. Caterer further agrees to prepare meals and deliver them to the sites designated in the “Congregate Meal Site Information” which is included in (Exhibit 1), and incorporated by reference as an integral part hereof. Additional sites may be added or eliminated from time to time during the term of this Agreement by mutual written agreement of County and the Caterer.

2. It is understood and agreed that \_\_\_\_\_ shall represent the Caterer in the performance of this Agreement.

Further, it is understood and agreed that \_\_\_\_\_ shall represent the County as Project Manager in the performance of this Agreement.

3. The County shall have the right and authority to:

Inspect all food to determine compliance with specifications and to reject any food not meeting such specifications, including foods not meeting the appropriate temperature requirements.

Have access to review or audit as necessary Caterer’s purchasing records relating to the food purchased for this contract.

Inspect at any time Caterer’s food preparation, packaging, and storage areas; food

containers and automotive vehicles used in transporting the prepared meals to the sites; and utensils used in serving meals to determine the adequacy of cleaning, sanitation, and maintenance practices.

Determine the adequacy of Caterer's storage and record-keeping practices so as to ensure the safekeeping of all food, including that food donated for use of the Agency by the U.S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control records of Caterer.

Inspect the meals served to determine compliance with U. S. Department of Health and Human Services meal-type requirements (Public Law 95-478), and North Carolina Division of Aging meal requirements. The Agency shall have the right and authority to withhold payment for meals not meeting prescribed requirements.

4. Caterer shall comply with all Federal, State and Local laws and regulations governing the preparation, handling and transporting of food; shall procure and keep in effect all necessary licenses, permits and food handlers' cards, as are required by law; and shall post such licenses, permits and cards in a prominent place within meal preparation areas, as required. Caterer shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment and equal employment opportunity. Caterer will comply with all State and Federal antitrust laws and civil rights laws. Caterer will maintain a Grade A Sanitary rating.

5. Caterer will deliver the food for home delivered meals so that the hot food will have a temperature of at least 140° F. and all cold food at 41° F. or below at the time that it is delivered to the County. Caterer will provide equipment necessary to maintain temperatures prior to serving congregate meals. Agency will check temperatures at least one (1) time per month on each route on a random basis, including the last meal delivered on the route to assure that food is served at a minimum of 140° F. for all hot foods and 41° F. or below for all cold foods. Caterer shall supply for each meal the equipment, disposables and condiments as listed in Section 2.6, Charts 1 and 2 of this contract agreement and incorporated by reference as an integral part hereof.

6. Caterer will invoice the County monthly at the rate of \$(bid price) plus sales tax per congregate meal and \$(bid price) plus sales tax per home-delivered meal, less any commodity foods used for only those meals, or parts thereof, (prorated) delivered. Billing by Caterer will be on or after the 10th of the month. Such bill shall indicate the amount and value of United States Department of Agriculture commodities received and used during the billing period; value of commodities received shall be subtracted from said bill. USDA cash resources received in payment for meals shall be used to purchase United States grown or produced foods and records must be maintained to verify such purchases. County will make payments within 30 days of the date of each bill, provided requisitioned funds for such have been received.

Caterer will maintain the necessary reports and records to document such utilization and origin of food products in accordance with State and Federal Regulations.

7. Upon delivery of food to each location an authorized on-site representative of the County will sign a receipt in duplicate evidencing receipt of such food; the County shall retain one copy and the

Caterer's driver shall retain one copy. Such receipt shall be evidence of delivery only and not quantity, quality, temperature or completeness of meals. The County will notify Caterer of shortages on the day they occur, when feasible.

8. Caterer shall make compensation to the Agency or the County against any loss, damage, spoilage or shortage of food (including attorney's fees and the cost of litigation) caused by negligent acts or omissions of Caterer's agents or employees in carrying out the terms of this Agreement. Caterer shall defend and indemnify the County against any claim or suit involving personal injury or property damage arising out of the Caterer's negligent acts or omissions or the negligent acts or omissions of its agents or employees in the transportation of meals to the various project site(s) and any claim alleging personal injury, sickness, and/or disease arising out of consumption of meals or other food caused by the negligent storage, preparation and delivery by Caterer, its agents, or employees of meals or utensils to the meal site(s).

9. Caterer shall supply the recipes for meals to be delivered so as to ensure compliance with the U. S. Department of Health and Human Services Public Law 95-478 and the North Carolina Division of Aging meal-type requirements. Menus will be developed by the caterer and registered dietitian with a quarterly review by Project Directors to incorporate any consumer requests. These menus will be submitted to Project Director no later than two weeks in advance of proposed use. Each page of menus must bear the signature of the registered dietitian, ensuring that the Federal regulation stipulating nutritional standards for older adults have been satisfied and nutrient analysis completed for each meal. Menu changes from the certified menu shall be approved by a registered dietitian procured by the caterer within 45 days of substitution, or in the case of the fourth quarter of the state fiscal year, not later than July 31 and copies submitted to the County to be filed with menus for the appropriate quarter. These forms shall be developed by the County and will be kept on file with the certified menu for audit.

10. The County shall promptly notify Caterer in writing of any claims against County or Caterer, and in the event a lawsuit is filed, shall promptly forward to Caterer all legal documents served in connection therewith. The County shall not incur any expense or make any settlement without Caterer's consent. However, if Caterer refuses or neglects to defend any such suit, the County may defend, adjust, or settle any such claim, and the costs of such defense, adjustment or settlement, including reasonable attorney's fees, shall be paid by Caterer.

11. Caterer shall keep full, complete and accurate records of all purchases and sales covered by this Agreement. All such records shall be kept on file for three (3) years (pursuant to Title 45 CFR, Part 74 HHS) after the end of the Federal fiscal year to which they pertain or any other period which the North Carolina Division of Aging may from time to time designate.

All records of Caterer relating to food purchases, storage, and preparation and transportation directly related to the meal or utensils delivered under this Agreement, including records of receipts, storage, and use of food donated by the U. S. Department of Agriculture, shall be made available to the County upon request. The County, the North Carolina Division of Aging, and the Administration on Aging of the Department of Health and Human Services, the United States and North Carolina Department of Agriculture, and the Comptroller General of the United States, upon

request, shall have access to all such records for audit or review at a reasonable time and place and shall have the right to conduct on-site reviews of the food service operation.

12. Caterer agrees to furnish the County with a certificate of insurance certifying that Caterer carries Workmen’s Compensation, comprehensive (including products), bodily injury and property damage liability insurance in such amounts as are acceptable to the County. County and Caterer hereby waive any and all rights of recovery from each other for loss to personal or real property, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage.

13. The fiscal arrangements of this Agreement are based upon the following number of meals for the period from July 1, 2019 through June 30, 2020 hereunder:

Approximately 9,800 Congregate Meals  
Approximately 31,850 Home Delivered Meals

This is approximately 40 congregate meals and 130 Home Delivered meals per day for 245 serving days.

14. Meals will not be served on the following days and the holiday schedule to be observed for the purpose of this Agreement is as follows, but may be altered by mutual agreement of the parties upon recommendation approval by Stokes County Project Director.

Independence Day	July 4, 2019
Labor Day	September 2, 2019
Veteran’s Day	November 11, 2019
Thanksgiving Holidays	November 28 & 29, 2019
Christmas & New Year’s Holidays	Dec. 23, 2019 – Jan. 1, 2020
Martin Luther King Day	January 20, 2020
Good Friday & Easter Monday	April 10 & 13, 2020
Memorial Day	May 25, 2020

15. Caterer shall be responsible for providing, maintaining and sanitizing all serving equipment and insulated food containers. Caterer will provide National Sanitation Foundation approved insulated food containers for transportation of meals to the designated site(s). The Caterer at the Caterer’s expense will replace containers needing to be replaced. Food should not be “panned” no sooner than one-half hour prior to shipping.

16. The County shall notify Caterer of its daily meal requirements by 4:00 p.m. prior to the date on which said meals are to be delivered. This notification may be modified on the day of serving in special circumstances, such as ice, snow, electrical failures, etc. The County should notify Caterer no later than 6:00 a.m. on the day of serving if the circumstances prevent delivery. Meals will be delivered no later than one half hour from scheduled delivery time as stated in paragraph 18.

17. Menu substitutions will not be allowed except under extreme circumstances. If such a circumstance arises, food substitutions shall be approved by the person responsible for menu review to ensure meals meet one-third of the daily Recommended Dietary Allowances. Substitutions must be approved within 45 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. Any deviation from the certified menu must be documented by a menu change form and the specific food substitution listed. The menu change form must be dated and signed by the person authorizing the change. Change forms shall be kept on file with the certified menu for audit. **The Agency's Project Dietician must be consulted and give approval to the substitution** at least one (1) day prior to the proposed change. The Caterer will be responsible for assuring that all menu substitutions meet one-third (1/3) of the daily Recommended Dietary Allowance for adults over age 51 and conform to the meal pattern as set forth by North Carolina Division of Aging. All changes in menus must be documented and recorded at the time they are incurred and all substitutions must include the same nutritional requirements as the original item.

18. Caterer will deliver meals in bulk to the nutrition sites as follows:

Daily:	Walnut Cove Senior Center	Time: 9:15 a.m.
Daily:	Community Services Building, Danbury	Time: 10:00 a.m.
Daily:	Francisco Community Building, Hwy. 89	Time: 10:30 a.m.
Daily:	King Recreation Acres	Time: 10:00 a.m.

Further, Caterer shall maintain adequate sanitary practices in handling the food in transit as determined by standards established by the North Carolina Division of Aging, North Carolina Department of Human Resources.

Each meal shall comply with the applicable regulations of the Department of Health and Human Services, Administration on Aging, and the North Carolina Division of Aging Service Standards Manual, Volume I, Congregate Nutrition/Home Delivered Meals, pursuant to the Older Americans Act, as amended.

19. Caterer will maintain records which prove that \$0.75, or the appropriate amount designated by the U. S. Department of Agriculture, of food purchased per meal was produced and grown in the United States of America.

20. Agency is currently reimbursed for each complete meal served. If the meals fail to meet minimum standards of quality temperature or nutritional composition, the project is not reimbursed. If minimum standards are not met through any failure of performance by Caterer and the Project is not reimbursed as a result thereof, then Caterer agrees to reimburse the Project\* at the unit rate of \$( 6.79) for each substandard congregate meal and \$(6.31) for each substandard home delivered meal, or any such other unit rate as may be established from time to time by County. Project Director shall notify Caterer within forty-eight (48) hours of any failure of performance by Caterer.

21. Caterer agrees to use United States Department of Agriculture (USDA) commodity foods to the extent budgeted by the United States Department of Agriculture.

22. It is mutually agreed between the parties (subject to the provision of paragraph 12) that neither party shall be held responsible to the others for any losses resulting from its delay or failure to perform to the extent that the said party is delayed or prevented by Federal, State, or municipal action; war, revolution, riot or other disorder; strike or other labor problem; fire, flood, act of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

23. In the event that Caterer fails to deliver any meal or part(s) thereof or delivers meals excessively late (one-half [1/2] hour or longer) past the designated hour of delivery as described in paragraph 18, the County may procure a meal or meals, or parts thereof elsewhere and charge to Caterer the cost of such replacement meals or parts thereof, in excess of the meal cost set forth in paragraph 6, plus any expense incurred by the County in procuring such replacement meals or parts thereof .

The County has the right to refuse foods that are below temperature standards, are not aesthetically pleasing and are not palatable, and Caterer shall not be paid for said meals. The County will immediately review with Caterer that status of the food if the meal or a portion is found unacceptable. Any unacceptable meal, meals or portion thereof will be returned by mutual agreement. The County may procure a meal, meals, or portions thereof and charge to Caterer the reasonable cost of such replacement meals or portions thereof, plus any expense incurred by the County in procuring such replacement meals or portions thereof.

24. Caterer shall not assign any interest in this Agreement, and shall not transfer any interest in same, without the prior written consent of the Agency and County thereto. No variation or modification of the Agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the County, Agency and Caterer. Notwithstanding the foregoing, Caterer may assign or transfer this Agreement to a parent company or affiliated company provided advance notice of such transfer is made to the County and the County, in its discretion, has a reasonable opportunity to discuss such transfer or assignment with Caterer and/or the transferee.

25. Caterer covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement. Caterer further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

26. County may, from time to time, require changes in the number of meals to be prepared by Caterer. Such changes which are mutually agreed upon by and between the County and Caterer shall be incorporated in written amendments to this Agreement.

27. It is mutually agreed that if any party shall fail to perform or observe any of the terms or conditions of this Agreement, the parties claiming such failure shall give the other parties a written notice of such breach. If within fifteen (15) calendar days from such notice the failure has not been

corrected, the injured parties may cancel the Agreement by giving an additional fifteen (15) calendar day's written notice.

If this Agreement is terminated due to Caterer's default, Caterer will be liable for the actual cost of meals, not to exceed \$(6.79) per congregate meal and \$(6.31) per home delivered meal, until a replacement can be secured or for a maximum of thirty (30) calendar days. Notice is to be sent by certified or registered mail, with receipt requested.

A notice to Caterer may be sent to the following address: \_\_\_\_\_

A notice to the Agency may be sent to the following address: PO Box 29 Danbury NC 27016

28. This Agreement shall remain in effect until terminated by Caterer, giving the County sixty (60) business day's prior written notice on intention to terminate as of the date specified, or by the County, giving sixty (60) business days prior written notice of intention to terminate as of the date specified. This Agreement shall remain in full force and effect until June 30, 2020, or until terminated as above provided.

29. In the event that funds are terminated or otherwise unavailable for the purposes set forth in this agreement, this Agreement is null and void, releasing the County and Caterer from further obligations contained herein.

30. In carrying out the contract work, Caterer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, handicap, color or national origin. Caterer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, handicap, color or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Caterer agrees to post in conspicuous places, available to all employees and applicants for employment, notice to be provided by the Government setting forth the provision of this non-discrimination clause. Caterer will, in all solicitations or advertisements for employees placed, or on behalf of Caterer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, creed, handicap, color or national origin.

31. Caterer shall immediately notify the County of any changes made in his/her license, Food Liability Insurance, and Grade A Sanitary Rating. This contract is in effect only as long as Caterer maintains a Grade A Rating and shall be terminated immediately upon change from a Grade A Rating and/or loss of Food Liability Insurance.

32. The County's Nutrition Project Director, or his/her designee will conduct a formal on-site assessment of Caterer at least on an annual basis. Other County-authorized representatives, and representatives from the North Carolina Division of Aging shall have the right to conduct on-site review of the food service operation.

33. Any Federally donated commodities requested and received by the County and made available to Caterer shall inure only to the benefit of the Agency's food service program and be utilized therein. Caterer shall maintain adequate storage practices, inventory and control of such foods to ensure that its use is in conformance with the requirements of the United States Department of Agriculture and the North Carolina Division of Aging. Caterer shall provide ready access to the food storage area and to the inventory and control records of the food purchases and the Government food donated by the U. S. Department of Agriculture for such inspection and review as, in the opinion of the United States Department of Agriculture and North Carolina Division of Aging, is necessary.

34. Caterer agrees to adhere to all clauses in the "Food Service Bid Packet for Home and Community Care Block Grant Nutrition Programs for Stokes County - Congregate and Home Delivered Meals".

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

\_\_\_\_\_  
Caterer

\_\_\_\_\_  
Date

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
Date

Provisions for the payment of the contract has been made by an appropriation duly authorized pursuant to the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**Special Note: Actual menus will be developed quarterly by local service agencies' Nutrition Directors, their agency's Registered Dieticians, or Caterers' Registered Dietician, Area Agency on Aging staff, or the North Carolina Division of Aging Nutritionist.**

Attachment 1

NUTRITION SITE AND MEAL INFORMATION

(To be used in calculating Bid)

County	+ Local Service Agency and Nutrition Director	* Nutrition Site Location	Approximate Number ** of Daily Meals	Serving Time

Stokes	Stokes County Senior Services P.O. Box 29 Danbury, NC 27016 (336) 593-8156	<p>Francisco Community Building 7104 NC 89 Hwy W Westfield, NC 27053 Site manager: Linda Williams (336) 351-3772</p> <p>King Recreation Acres 107 White Road King, NC 27021 Site manager: Jean Graham (336) 983-9298</p> <p>Walnut Cove Senior Center 308 Brook St. Walnut Cove, NC 27052 Site manager: Pearl Cleary (336) 591-5442</p> <p>Stokes Community Service Bldg. Program Director: Vicky East 700 N. Main St. (P.O. Box 29) Danbury, NC 27016 (336) 593-8156</p>	<p>35 Congregate-6 Home Del.- 25  Wkly. Frozen- 2</p> <p>60 Congregate- 16 Home Del.- 42  Wkly.Frozen-6</p> <p>60 Congregate- 16 Home Del.- 29  Wkly. Frozen- 2</p> <p>10 Congregate- 6 Home Del.- 1  Wkly. Frozen-1</p>	<p>11:00</p> <p>11:30</p> <p>11:30</p>
--------	---	---	--	--

## Attachment 2

### Equipment, Disposables and Condiments to be Provided by Caterer

#### Congregate Nutrition

##### EQUIPMENT

1. Food carriers both hot and cold
2. Electrical hot holding units
3. Stainless steel hotel pans with appropriate lids
4. Ice Chest
5. Serving utensils:
  1. spatula, 2 slotted spoons,  
2 solid spoons
  - 1 tong, 2 - #8 scoops, 2 ladles  
- (6 oz. And 1 oz.),
  - 1 pitcher (1/2 gallon size),
  - 1 paring knife

##### DISPOSABLES

1. Five compartment laminated plates
2. Laminated bowl for salad, soup and stew
3. All-purpose 4 oz. cup
4. Plastic ware kits (bulk)
5. Napkins (bulk)
6. Trash can liners  
(55 gallon size, heavy duty weight)
7. Disposable plastic gloves
8. Straws for milk containers
9. Hairnets or caps

Note: Special plates and utensils to meet the needs of handicapped participants shall be provided by caterer, as requested.

##### CONDIMENTS

1. Appropriate for each meal, i.e., salt, pepper, sugar, mustard, ketchup, vinegar, tartar sauce, salad dressings, etc.
2. Ice, when needed

#### Home Delivered Meals Equipment/Disposables to be Provided by Caterer

Divided containers with airtight seals. (Container size may vary depending on the food delivery carriers used.)

Sealable "Sandwich" type bags for bread

Appropriate individual containers with tight-fitting lids for all cold foods, salads, soups, and desserts.

Hot and cold packs as necessary to maintain temperatures

##### CONDIMENTS

1. Appropriate for each meal, i.e., salt, pepper, sugar, mustard, ketchup, vinegar, tartar sauce, salad dressings, etc.
2. Ice, when needed