

**Request for Proposal #5221
For
FOOD SERVICE**

**ORANGE COUNTY
HOME AND COMMUNITY CARE BLOCK GRANT (HCCBG) /
OLDER AMERICANS ACT**

Senior Lunch Program

CONTACT:

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**POTENTIAL BIDDERS EMAIL QUESTIONS TO: dcannell@orangecountync.gov
(preferred method)**

PROPOSALS ARE DUE: by 5:00 p.m. May 24, 2016

Orange County reserves the right to request additional information or references to accept or reject any or all competitive Proposals, to waive technicalities, to accept Proposals in whole or in part, and to award contract(s) which, in the opinion of the grantor, best serves the interest of the County.

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SECTION I:
GENERAL REQUIREMENTS /
OVERVIEW OF PROGRAM

SECTION I: GENERAL REQUIREMENTS/OVERVIEW OF PROGRAM

A. Submission Instructions

The Proposal must be received by Orange County Financial Services, Hillsborough, North Carolina, 27278 by **5:00 p.m., May 24, 2016**, at which time proposals will be opened. Proposals postmarked on the above date but not received in the Orange County Purchasing/Central Services office until after that date and specified time will **NOT** be considered for competition.

Proposals must be in the form specified in the RFP Package and all required information must be included and signed by the chief executive officer of the bidding organization or a duly authorized agent. Envelopes containing the Proposal must be clearly labeled "**Sealed Proposal #**".5221

Key dates in the bidding and contracting process are:

May 3, 2016	RFP for Senior Food Service packet is available. Electronic copy is available @ http://www.orangecountync.gov/PURCHASING/bids.asp or by request
May 17, 2014	Deadline for submittal of questions dcannell@orangecountync.gov (preferred method)
May 24, 2016	Sealed proposals due to Orange County Financial Services, Purchasing Division Office by 5:00 p.m..
Early June 2016	Caterer proposals presented to Orange County Board of Commissioners with recommended caterer and contract for approval.
July 1, 2016	Caterer begins senior food service.

B. Purpose of Senior Lunch Program

The purpose of the federally funded Senior Lunch (Congregate Nutrition) Program is to provide participating older adults with one nutritious meal per weekday 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 approved by the North Carolina Division of Aging and Adult Services (NCDAAS).

C. Overview of Requirements

Caterers of the Senior Lunch Program must agree to the following guidelines:

1. Adhere to all Food Service Specifications and Food Preparation and Safety Requirements as outlined in Sections II and III, as written in the North Carolina Division of Aging Service Standards Manual, Volume I -- Congregate and Home Delivered Meals, effective July 1, 2003.

2. Adhere to the Meal Delivery Route Timetable

D. RFP Evaluation Process

Qualified proposals for the Program will be reviewed and evaluated by the Director of Orange County Dept. on Aging and the Orange County Advisory Board on Aging. The contract will be awarded by the Orange County Board of Commissioners. Evaluations will be based on the following criteria:

1. Qualifications, inclusive of, but not limited to:
 - Experience and track record in the catering business
 - Capacity to deliver food according to the program specifications
 - Sanitation and health standards
 - Training provided to service delivery staff
 - Audits
2. Completeness and Accuracy of Proposal:
 - All sections complete
 - Appropriate assurances signed
3. Reasonable unit cost rate for quality of meal.
4. Ability to deliver meals at a time that provides the shortest holding time possible between delivery of food and serving times.

E. Proposal Negotiations

Orange County reserves the right to request additional information from the bidding agency or to negotiate specific terms contained within each Proposal. And reserves the right to conduct site visits and/or food samples during the evaluation process. Orange County Board of Commissioners reserves the right to accept or reject any or all proposals, in whole or in part, and to waive irregularities not affecting substantial rights of the bidding agency at any time during the bid proposal process or prior to contract execution.

F. E-Verify

HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

G. Living Wage. Orange County is committed to providing its employees with a living wage and encourages agencies it funds to pursue the same goal. A copy of Orange County’s Living Wage Contractor Policy is included with this addendum

H. Please complete the attached Iran Divestment Act Certification Requirements And Include With Your Submittal

I. Public Information

All Bids submitted to Orange County Board of Commissioners will become public information after the RFP is awarded by the Orange County Board.

J. Term of Agreement

1.It is anticipated a twelve month Agreement will be awarded with the option to renew for a second twelve month period (July 1, 2014 – June 30, 2016) if caterer’s performance has been satisfactory during the contract year.

2. The RFP for Food Services and the response to RFP submitted by the successful bidder will be attached to the contract and incorporated by reference as an integral part thereof.

K. Nature of Proposed Contract

The caterer submitting the successful RFP will sign a two-party contract with Orange

County.

1. The contract may be terminated by the Caterer, giving Orange County sixty (60) day prior written notice of intention to terminate as of the date specified, or by Orange County, giving the Caterer sixty (60) days prior written notice.
2. The Caterer shall act as an independent contractor, and not as an employee of Orange County in providing catered meal services. The Caterer shall be liable, and agrees to be liable, and shall indemnify, defend and hold Orange County harmless for all claims, suits, judgments or damages arising from Caterer's operations in providing catered meal services for Orange County.
3. **ORANGE COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO MAKE THE FINAL DECISION IN THE AWARDING OF CONTRACTS WHICH BEST SERVE THE OLDER ADULTS OF ORANGE COUNTY.**
4. **Acceptance of any Proposal is contingent upon receipt of sufficient funds 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.
5. The twelve-month period will consist of approximately 250 serving days. Meals will be ordered for Monday through Friday with the exception of designated county holidays. The caterer will be notified in writing of holidays prior to the start of each annual contract.
 - This RFP presumes that the average number of meals per day for the following 12 month period will be approximately 140 meals per day
 - The bidder should develop a single per meal cost for a 12-month period based upon preparation and deliver of the sample week/month menu attached.
 - Orange County will consider an annual price increase/decrease for the next year's contract based on the volume of meals served and the Consumer Price Index as of December 31 of each year.
8. **The result of the semi-annual caterer assessments by the Orange County will be the primary factor in determining if a 12 month contract can be extended.** If Orange 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 the contract, Orange County will notify the caterer of such decision via certified mail prior to the date as specified in Section I., sub-section I.
9. With proper notification, as specified in Section I., sub-section I, the caterer reserves the right to withdraw the 12 month extension offer for any reason without penalty. However, failure of the caterer to notify Orange County of

their renewal decision in keeping with specified time frames would result in forfeiture of the option to renew. If the caterer elects to withdraw the offer, Orange County may re-bid for a 12 or 24 month period.

L. Need for Service

The estimated need for services is as follows:

- An average of 70 meals to Chapel Hill-Seymour Center site, which are prepared in bulk each day
- An average of 70 meals to Passmore Center site which are prepared in bulk each day

M. Supplemental Information

The following questions were received on previous solicitations. Answers (updated) are included to assist respondents.

1. What is the current meal reimbursement rate for a meal like this, ballpark? *The current meal reimbursement rate is \$5.75*
2. Can we ship once a week? *Both locations have minimal storage to accommodate once a week shipping*
3. How many seniors is this approximately for, and do they eat typically 5 days a week? *The current budget allows for 140 persons served per day and meals are served each weekday, except County holidays*
4. In your current cold storage, how many meals at one time can that storage accommodate? *The Senior Centers' cold storage is shared space and, therefore, not secured. In one location there is a walk-in cooler while the other uses refrigerators*
5. Delivery of these meals is to one location only, correct? *Delivery must be made to both Senior Center locations*
6. Can the meals arrive cold and fresh instead of hot. (These meals I am referring to from Mom's Meals can stay refrigerator). *Although an occasional cold meal can be included in the menu, the program is designed to provide hot meals*
7. How long has the incumbent provider had the contract? Does that provider currently provide services for other contracts for you; if so, which contracts? *The current caterer has had the Senior Lunch Program contract for over four years. No other contracts currently are in effect.*

SECTION II:
FOOD SERVICE SPECIFICATIONS

Section II – Food Service Specifications:

A. Menu Planning Requirements

1. The menu must be approved by a licensed dietician/nutritionist as defined in NC General Statutes 90-352 prior to submission to the Orange County Department on Aging. This person, retained by the caterer, may be a paid employee or a volunteer. Menu approvals shall be indicated by an original signature **on each page** of the menu. The registered dietician shall review and certify all menus prior to use to assure the following:
 - a. Menus document that at least one hot or other appropriate meal is provided daily at least 5 days per week, except for holidays
 - b. Menus follow the Dietary Guidelines for Americans
 - c. Menus provide the Recommended Dietary Allowance as established by the Food and Nutrition Board, National Academy of Science--National Research Council (Tenth Edition). The nutrient analysis and menu change forms must be on file with the certified menus. Menus are adjusted to meet the special dietary needs of participants to the maximum extent feasible.
 - d. Each meal provides at least 700 calories.
 - e. Sodium content does not exceed 1,300 mg per meal.
 - f. All foods are identified on the menu in order to calculate nutrient value. All prepared or breaded meat items or meat in combination are specified. The form of vegetable or fruit (fresh, frozen, dried, or canned) on a menu is specified.
 - g. Recipes are provided to facilitate nutrient analysis. When recipe ingredients change, the recipe is resubmitted for approval by the dietitian/nutritionist.
 - h. Menus are written for a period of at least one month and submitted to the dietitian/nutritionist for nutrient analysis and approval at least 4 weeks in advance of the meals being served.
 - i. Menus follow the menu pattern requirements
 1. Meat/meat alternative -no less than 21 grams
 2. Bread/grains -2 servings of whole grain or enriched grain products
 3. Vegetables/fruits -2 servings -juice may fulfill no more than half of this requirement for anyone meal -vitamin C-rich foods must be served at least twice per week.
 4. Fats- not more than 30% of the total calories per meal- gravies, salad dressings, mayonnaise, margarine, or butter must be specified
 5. Dairy -no less than 400 mg of calcium from combined menu items.
2. Menus can be changed every quarter

3. Approved menus must be followed, subject to seasonal availability of food and the availability of USDA donated food.
4. Menu substitutions must adhere to the following guidelines:
 - a. The caterer manager must document substitutions for dietitian/nutritionist approval.
 - b. Caterers must send written notification of meals that have an emergency menu substitution on the date delivered.
 - c. Any deviation from the approved menu must be documented on a menu change form that provides the date of delivery, specific food substitution, and signature of the production manager and/or dietitian authorizing the change. These forms must be kept on file with the certified menu.
 - d. Menu substitutions must be approved by the dietitian/nutritionist within 90 days or no later than July 31st for meals served in the 4th quarter of the state fiscal year.
 - e. Menus must be kept on file with menu change forms for at least one year.
 - f. Menu substitutions should not exceed one per month
5. Food items within the meat/meat alternative, vegetable/fruit, and bread/grain groups should be varied within the week and the menu cycle.
6. Food items should not be repeated two days in a row or served on the same days of consecutive weeks.
7. Menus should include a variety of food items and preparation methods, including a mixture of colors, food combinations, textures, sizes, shapes, tastes, and appearances.
8. Menu conferences between the licensed dietitian/nutritionist and Orange County Department on Aging should be conducted quarterly to discuss any problems, suggestions, additions, deletions, client comments, upcoming special events, or other topics pertaining to the nutrition program menus.
9. Main dish salads may be served on the menu.

B. Menu Patterns

1. Meat/Meat Alternative Group
 - a. Each meal is to contain at least 2 oz. of cooked edible portion of meat, fish, poultry, or eggs.
 - b. Meat alternatives may be used occasionally for variety and can include bean, pea, or lentil soup or entrees, as well as peanut butter.
 - c. 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.

- d. Vegetable protein products are allowed by the Food and Nutrition Service- USDA to be used in meat mixtures up to a maximum of 30%. This means all meat mixtures must contain at least 70% of meat in the mixture.

2. Breads/Grains Group

- a. Each meal is to contain 2 servings of a whole grain or enriched grain product and may be met in a variety of ways.
- b. The following examples are considered one serving from the Bread/Grains Group:
 - 1. 1/2 cup rice, potatoes or pasta
 - 2. 6 saltine crackers
 - 3. corn bread (2" cube)
 - 4. 1 roll, biscuit, or muffin
 - 5. 1 slice of bread.
- c. These may be served as separate items or incorporated into the main entree in the amounts specified above.
- d. 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 1/2 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.
- e. A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

3. Vegetable/Fruit Group

- a. To meet the requirement for two servings of different fruits and/or vegetables per meal, a nutrition provider may consider the following examples of one serving
 - 1. 1/2 cup canned fruit (drained)
 - 2. 1/2 cup cooked vegetable (drained)
 - 3. 1 piece of fresh fruit
 - 4. 6 ounces of 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% fruit juice fortified with Vitamin C to meet 1/3 RDA for Vitamin C)
 - 5. 1/2 cup coleslaw
 - 6. 1 cup tossed mixed fresh vegetable salad.
- b. Juice may fulfill no more than half of the vegetable/fruit requirement for a meal
- c. One serving of Vitamin C rich food must be served twice each week.
- d. It is recommended that one serving of Vitamin A rich food also be served twice each week.
- e. Fruits or vegetables used in gelatin, soups, or main entrees may be counted as one serving if at least 1/2 cup of fruit or vegetable is

provided per serving. Vegetable or fruit sauces (e.g., tomato sauce for spaghetti) may not be identified as meeting the fruit/vegetable requirement, except that applesauce may be counted as a fruit.

- f. Six ounces of juice should satisfy the fruit/vegetable requirement no more than a maximum of two days per week.
- g. Fresh and frozen vegetables should be used as much as possible. When canned vegetables are used, salt should not be added.

4. Fats Group

- a. Salad dressings, mayonnaise, gravies, white sauces, margarine, or butter must be identified on the menu.
- b. Each meal may contain fat, but care should be taken not to exceed the 30% fat level of total calories per meal.
- c. 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.

5. Dairy Group

- a. There must be 400 mg. of calcium served per meal. This may be obtained by a serving of milk or other foods high in calcium. Calcium-fortified foods, juices, and other beverages may be served to meet the calcium requirement.

6. Desserts

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

SECTION III:

FOOD PREPARATION AND SAFETY REQUIREMENTS

SECTION III: FOOD PREPARATION AND SAFETY REQUIREMENTS

A. Federal, State, and Local Requirements

1. Federal rules require that meal programs comply with all state and local requirements for the safe and sanitary handling of food, equipment, and supplies. Services must meet state and local licensing, health, and safety requirements.
2. Permit -North Carolina meal providers must maintain a permit from the Division of Environmental Health, N.C. Department of Environment and Natural Resources, and must comply with the food safety and sanitation practices issued in the "Rules Governing the ~Sanitation of Restaurants and Other Food handling Establishments" "" (15A NCAC 18A .2600)
3. Grade A Sanitation Rating -Nutrition providers and food preparation sub-contractors must follow the sanitation rules in 15A NCAC 18A .2600 to maintain a Grade A (or at least 90%) sanitation rating. If the grade falls below "A" or 90%, Orange County must be notified and must receive a copy of the Environmental Health inspection report. Corrective action must be undertaken and a request for re-inspection for purposes of raising the grade must be made within 7 days of the lower grade. When the local Environmental Health Specialist re-inspects the facility, Orange County must receive a copy of the re-inspection report. The facility where meals are prepared or served may continue to provide meals for the nutrition program with a sanitation rating of less than "A" or 90% at the discretion of Orange County.

B. Food Safety

1. All staff working in the preparation of food must be under the supervision of a person who shall insure the application of hygienic techniques and practices in food handling, preparation, and service. This supervisory person shall consult with the caterer's dietitian for advice and consultation as necessary.
2. All food must be packaged and transported in a manner to protect against potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling.
3. Packaging and transport equipment must maintain temperatures. All documentation of food temperatures must be kept on file for audit. The area where meals are handled or served must be kept clean and in good repair.
4. Food temperatures must meet the requirements of "Rules Governing the Sanitation of Restaurants and Other Foodhandling Establishments' (15A NCAC18A .2600). All potentially hazardous food must arrive at the site to ensure that it reaches the client at 140°F or above for hot foods and 45°F or below for cold foods.
6. Food preparation caterers must document each food item delivered and record the end of food preparation time on meal delivery tickets (signed by the food production manager).
7. Food must be received at the drop-off location by a Senior Lunch program

employee or trained volunteer. That person must document meal arrival time on the caterer's delivery ticket (signed by the person receiving the food). If warming equipment or refrigeration equipment is used to hold food prior to serving, then temperatures also must be taken and recorded at the time of food delivery. Food temperatures must be recorded by the name of each specific food item, except bread products, cake, fresh fruit, and fruit cobblers.

C. Food Preparation

1. Food prepared, frozen or canned in the home cannot be served at the site
2. Food from unlabeled, rusty, leaking, or broken containers or cans with side dents, rim dents, or swells cannot be used.
3. All meat and poultry, fresh or frozen, must bear inspection stamps on the box or package indicating inspection by USDA, the N.C. Dept. of Agriculture and Consumer Services, or other agencies having regulatory authority.
4. All foods used in the meals must be from sources approved by federal or state agencies (USDA, FDA, the NC Dept. of Agriculture and Consumer Services, or other agencies having regulatory authority). All foods used in meals must be in compliance with applicable state and local laws, ordinances, and regulations. They must be clean, wholesome, free from spoilage, free from adulteration and mislabeling, and safe for human consumption.
5. Fresh raw fish must bear the PUFIs (Packed Under Federal Inspection) Shield.
6. Prior to use, all fruits and vegetables must be washed to remove dirt or insecticide residues.
7. Recipes need to provide a consistent quality and quantity of meals.
8. Food preparation needs to present optimum flavor and appearance, while retaining nutrients and food value.
9. Home-delivered meals must be individually packaged, packed in insulated food carriers, and transported immediately.
10. All food delivery carriers must meet National Sanitation Foundation standards and must be sanitized daily by the caterer
11. Divided containers with air-tight seals must be used for hot food.
12. Bread must not be placed on top of other food.
13. Cold and hot food must be packaged and packed separately.
14. Individual containers with tight-fitting coverings must be used for all cold food. Sealable "sandwich" type bags may be used for bread.

D. Food Preparation, Delivery and Transportation

1. State and local fire, health, sanitation and safety regulations must be adhered to in all stages of food service operations.
2. 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.
3. Tested quality recipes must be used to achieve the consistent and desirable quality and quantity of meals. The recipes should be adjusted to yield the

- number of servings needed.
4. All foods must be prepared and served in a manner to present optimum flavor and appearance, while retaining nutrients and food value.
 5. All "panned foods" such as cornbread, cake and meatloaf shall be scored or indicated for proper serving size.
 6. n/a
 7. If necessary, the caterer will change the sources of food supply to upgrade food quality. These changes will be at the request of the Food Services Coordinator
 8. Meal production for the Senior Lunch program will be supervised by a dietitian or an individual who is certified in institutional/hotel management or food service production.
 9. 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.
 10. Upon request, the caterer will submit the meal production supervisor's credentials to the County and/or local service agencies.
 11. The caterer shall be responsible for delivering and maintaining hot foods at 140 degrees F. or above and cold foods at 45 degrees F. or below until serving time at each nutrition site.
 12. Meals will be prepared and transported in such a manner as to avoid spillage and contamination by mixtures of food or foreign matter/objects.
 13. All food carriers must be National Sanitation Foundation-approved or equal and sanitized daily by the caterer.
 14. Transportation of the food to the individual sites will be the responsibility of the caterer. The caterer shall follow the established delivery schedule for the nutrition site(s) to ensure the service of meals at the given time. **(Caterer will complete a delivery schedule for each route, if applicable, in the response to the RFP.)** Trucks should be equipped with harnessing devices to prevent spillage and movement of containers and shall be maintained in a sanitary condition.
 15. All foods in transport shall be completely and securely covered and in proper containers.
 16. All serving utensils, pans and **transport units** shall be sanitized daily by caterer.
 17. 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.

E. **Meals and Service Management**

1. Orange County shall not be obligated to pay for meals which are undelivered to a lunch 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 - less than one-half hour prior to serving time) (See Exhibit 2 for serving times.)

- a. If the Caterer cannot replace the undelivered or incomplete meals by serving time on the same day, Orange County Department on Aging shall have the right to purchase the comparable food item(s) from another source. In this instance the Caterer will credit that month's invoice to Orange County Department on Aging an amount equal to the Purchaser's expense for obtaining these food items.
 - b. If Orange County 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.)
2. 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.
 3. Caterer will provide each lunch 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 site manager will return one copy to caterer and one copy to local service agency.)
 4. The Department on Aging's Food Services Coordinator will be responsible for notifying the caterer by 3:00 p.m. of the preceding day of any change in the number of meals to be delivered to the nutrition sites the next day. Caterer and local service agencies may agree to an earlier time.
 5. Meals will not be served during inclement weather (snow, ice, etc.) decided by Orange County Manager and Director of the Department on Aging, unless otherwise agreed upon by all parties. 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.
 6. The caterer may 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.

7. The Department on Aging reserves the right to add additional meals and/or nutrition sites as funds are made available. Further, the Department on Aging reserves the right, with approval from the Area Agency on Aging, to relocate or close existing nutrition sites when necessary.
8. Caterer will bill the Department on Aging on a bi-weekly basis for the number of meals ordered.

F. General Specifications

1. The Department on Aging's Food Services Coordinator, or his/her designee, will conduct a formal on-site assessment of the caterer at least on an annual basis.
2. The Department on Aging's Food Services Coordinator 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 local service agency shall have the option of periodically drawing samples for more detailed analysis in a qualified laboratory.
3. Orange County and authorized representative, Triangle J Council of Governments and 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.
4. Caterer will furnish reports as required by the Department on Aging, Triangle J Council of Governments, NCDOA and United States Administration on Aging.
5. Caterer shall indemnify Orange County Department on Aging and Orange County against loss of damage, including cost of litigation.
6. 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.
7. Caterer will furnish Orange County Department on Aging with the Certificate of Insurance certifying that the Caterer carries Workmen's Compensation, Comprehensive (including products), bodily injury and property damage

liability insurance. Caterer shall be responsible for all fees, taxes, and licenses required to operate under this contract.

8. Caterer shall not subcontract any portion of the contract to another food service company without the advance written consent of Orange County Department on Aging. If Orange County Department on Aging approves a subcontract or assignment, the caterer remains liable for performance of its obligations under the agreement.

G. Equipment

The following two charts detail the equipment/disposables required for the Congregate Nutrition sites.

CHART 1

Senior Lunch Program Equipment, Disposables and Condiments to be Provided by Caterer

EQUIPMENT

1. Food carriers, both hot and cold
2. Stainless steel hotel pans
with appropriate lids
3. Ice Chest (if needed)

CONDIMENTS

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

SECTION IV:

**SENIOR FOOD SERVICE
BID PROPOSAL**

- A. MANAGEMENT SERVICE PROPOSAL**
- B. MEAL DELIVERY ROUTE SCHEDULE**
- C. ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT**
- D. BID PRICE FORM**

Instruction to Proposer:
Complete and return only this section
(Keep other sections for future reference)

A. MANAGEMENT SERVICES PROPOSAL

(To be completed and returned by bidder.)

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

1. Give the name, address, and telephone number of the primary contact person for this Bid Proposal.

2. Give the name, address, and telephone number of an alternate contact person for this Bid Proposal

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

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

4. A. Indicate name, address, and phone number of bank handling company checking account.

- B. If bidder is private-for-profit, list major creditors and firms providing a line of credit.

<u>Creditor</u>	<u>Phone Number</u>
_____	(<u> </u>) _____
_____	(<u> </u>) _____
_____	(<u> </u>) _____

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

6. Attach a copy of the latest Health Department Sanitation Rating

7. Describe the food carrier equipment and delivery vehicle(s) that will be utilized in providing meals to the Project. Include 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 should meet NSF standards.)** (See Section II, "Equipment" for Program requirements.)

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

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

10. Orange County encourages the utilization of locally grown or produced food and supports the "10% Local" campaign (<http://www.cefs.ncsu.edu/whatwedo/foodsystems/10percent.html>). Please confirm if you are able to source at least 10% of your products from within North Carolina. Also, discuss what portion of that would come from within Orange County and any plans you may have to increase that percentage. And provide a listing of the products

12. 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 Packet.**

13. VENDOR shall furnish certificates of insurance as follows:

Worker's Compensation Insurance as required by law.

Comprehensive General (public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. VENDOR may satisfy these requirements through a combination of primary and excess coverage.

The COUNTY and VENDOR waive any and all rights of recovery from each other for property damage or loss or 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. This waiver shall not apply to claims for personal injury or death.

14. The information in this Request for Proposal is accurate and complete to the best of my knowledge.

Company Name

Signature of Authorized Agent Submitting Bid

Date

B. MEAL DELIVERY ROUTE SCHEDULE

Meals will be delivered to:

Robert & Pearl Seymour Center
2551 Homestead Road
Chapel Hill, NC 27516
Food Service Coordinator

Passmore Center
103 Meadowland Drive
Hillsborough, NC 27278
Food Service Coordinator

Serving Time: 12:00 Noon at each Center

Meal Production Complete: _____
Time

Meals Depart Commissary: _____
Time

Meal Arrival Time: Seymour Center _____ Passmore Center _____

Will this route include other stops for other meal programs? _____ Yes _____ No

If so, please describe other stops and meal arrival times:

Signature

Title

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

_____ (hereinafter 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 _____

Applicant's Mailing Address: _____

By: _____
(President, Chairperson of Board, or Comparable authorized official)

D. BID PRICE FORM

Please submit the information below:

An average of approximately:

70 meals at Seymour Center-Chapel Hill site per day for approximately 250 serving days. 17,500 meals per year

70 meals at Passmore Center-Hillsborough site per day for approximately 250 serving days. 17,500 meals per year

at: \$_____ per meal x 35,000 meals = \$_____ Total Price
(Do not include sales tax.)

b: Submit the following information pertaining to your per meal cost:

Personnel: _____ %
Raw Food: _____ %
Other: _____ %
Specify:

Company Name: _____

Address: _____

Signature and title of authorized agent submitting bid:

Signature Title

Date: _____, 20__

SECTION V:

Attachment A: Checklist for RFP Submission:

- _____ Completed Management Service Proposal
- _____ Meal Delivery Route Schedule
- _____ Assurance of Compliance with Title VI of the Civil Rights Act
- _____ Bid Price Form
- _____ Copy of Most Recent Health Inspection Findings for facility(ies) where food will be prepared
- _____ Copy of appropriate Certificate of Insurance
- _____ E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project 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 comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 201_.

Signature of Affiant
Print or Type Name: _____

State of North Carolina Orange County

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

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is \$12.76 per hour. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office