

COUNTY OF MONTGOMERY

DRAFT* -- REQUEST FOR PROPOSALS -- *DRAFT

**SEEKING BID PROPOSALS FOR FOOD SUPPLIER
TO CONTRACT FOR THE 24-MONTH PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2021**

**FOOD SUPPLIER FOR THE MONTGOMERY COUNTY ELDERLY NUTRITION PROGRAM
(Title III Older Americans Act --- Home & Community Care Block Grant ---
--- Congregate Nutrition & Home Delivered Meals Nutrition Programs)**

SOLICITED BY MONTGOMERY COUNTY DEPARTMENT OF ADMINISTRATION

DUE DATE AND TIME: NO LATER THAN 3:30 P.M., WEDNESDAY, MAY 29, 2019

OPENING DATE AND TIME: WEDNESDAY, MAY 29, 2019 AT 3:30 P.M.

**LOCATION OF BID OPENING: MONTGOMERY COUNTY ADMINISTRATION BUILDING, 102 E. SPRING STREET, 3RD
FLOOR WORKROOM, LOCATED IN TROY NC (ZIP=27371)**

**QUESTIONS: CARRIE WATKINS, CLERK TO THE BOARD (& SUPERVISOR OF COUNTY'S ELDERLY NUTRITION
PROGRAM), LOCATION: 102 E. SPRING STREET, 3RD FLOOR, TROY NC; MAILING ADDRESS: PO BOX 425, TROY
NC 27371-0425; TELEPHONE: 910-576-4221, EMAIL: carrie.watkins@montgomerycountync.com**

**RESPONSES BY FAX OR-EMAIL ARE NOT ACCEPTED FOR THIS REQUEST FOR PROPOSALS
(EMAIL ADDRESS IS PROVIDED FOR YOUR CORRESPONDENCE ONLY)**

**MAIL OR DELIVER YOUR BID PROPOSAL IN A SEALED ENVELOPE INDICATING "SEALED BID -- FOOD SUPPLIER",
YOUR FIRM NAME AND ADDRESS, AND THE OPENING DATE ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE
TO DEPARTMENT OF ADMINISTRATION, COUNTY OF MONTGOMERY AT ONE OF THE FOLLOWING ADDRESSES:**

DELIVER TO:	102 E. SPRING STREET FL3 TROY NC 27371-4566	MAIL TO:	PO BOX 425 TROY NC 27371-0425
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Schedule for bidding Food Supplier Contract to the County's Elderly Nutrition Program:

Advertise to Solicit Bids	Wednesday, May 1, 2019
Deadline for Questions	Wednesday, May 15, 2019
County's Responses to be sent by this date	Monday, May 20, 2019
Deadline for Receipt of Proposals	Wednesday, May 29, 2019 --- by 3:30 p.m.
Award of Contract	Tuesday, June 18, 2019
Distribution of Contract	Wednesday, June 19, 2019
Effective date for beginning of new contract	Monday, July 1, 2019

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SECTION I. INTRODUCTION

The purpose of the Request For Proposals (RFP) is to give specifications for the County of Montgomery's elderly nutrition programs to include congregate meals, home delivered meals, and frozen meals.

The congregate meals are delivered to one location within the County in individual meal containers and served for seniors that are able to travel to the congregate nutrition site locations.

The home delivered meals are delivered to one or two locations within the County. One location is the same as congregate meals. From these locations, the County recruits volunteers to deliver to the homebound seniors every day. See Schedule A for more information on number of meals per location.

The frozen meals are delivered on Tuesdays and Thursdays to the same locations as home delivered meals. A week's worth of frozen meals will be delivered to the homebound seniors by volunteers. In the event that the office is closed on a Tuesday or Thursday, arrangements will be made in advance to adjust the meal delivery.

PURPOSE

The purpose of the Title III Nutrition Program is to provide one hot nutritious noontime meal i) for eligible and participating older adults each serving day, ii) with 1/3 of the current minimum Recommended Daily Allowances (a minimum of 700 calories), and iii) which follows the meal pattern and standards established by the North Carolina Division of Aging and Adult Services (NCDAAS).

BASE REQUIREMENTS OVERVIEW

The Supplier must agree to the following guidelines:

- a. Adhere to all terms and guidelines set forth in this Request for proposals.
- b. Adhere to all Food Service Specifications and Food Preparation and Safety Requirements and other guidelines written in the North Carolina Division of Aging and Adult Services Standards Manual, Volume I-
-Congregate and Home Delivered Meals, effective July 1, 2003, as revised.
- c. Meet or exceed the standards as set forth by the United States Department of Agriculture Food Buying Guide.
- d. Use USDA commodity foods, if available and cost effective.

EQUAL EMPLOYMENT OPPORTUNITY

The Supplier will agree to not discriminate against any participant, employee, or applicant for employment in any program operated under this contract because of race, religion, color, national origin, age, gender orientation, gender preference, marital status, or handicap. The Supplier will take action to ensure that applicants are afforded equal opportunities throughout the recruitment, examination, certification, selection, referral, retention, and promotion procedures; and that employees are treated during their employment without regard to their race, religion, color, national origin, age, gender orientation, gender preference, marital status, or handicap.

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BID PROPOSAL

To formulate a proper bid proposal, bidders should complete and submit the forms found at the end of this document:

- a. Bid Price Forms
- b. Management Information Questionnaire

Bid proposals should be addressed to Carrie Watkins, Clerk to the Board, Montgomery County Department of Administration, P. O. Box 425, Troy NC 27371-0425.

BID PROCESS

- a. Bid proposals must be received in the Montgomery County Department of Administration by 3:30 p.m. on Wednesday, May 29, 2019 and must be on the form attached to these specifications. Bid proposals not received timely or received on improper forms will NOT be considered for competition.
- b. The County reserves the right to reject any and all bid proposals.
- c. The County will solicit opinions of people and/or agencies with which the supplier has fulfilled similar contracts if the supplier has no experience with the County.
- d. All submitted bid proposals will become public information after the formal bid opening is concluded.

SCOPE OF WORK

Each day's menu must provide one-third (1/3) of the recommended daily dietary allowance, National Research Council, and the meal pattern requirement set forth below:

- a. The menu will be a 4-6 week cycle to be used approximately three to six months as scheduled. The menus presented must have a nutritional analysis bearing the signature of a registered dietitian along with a copy of the dietitian's current credentials. This will ensure that the Federal regulations stipulating nutritional standards for older adults have been satisfied. Final approval of said menus will come from contracting supplier consulting registered dietitian.
- b. Menus will be changed seasonally. Holiday menus selected by the County will be utilized for special events held during special times, such as during Older Americans Month in May, Independence Day in July, and Thanksgiving in November.
- c. Each meal on the certified signed menu must be served. Any deviation from the certified menu must be documented by a menu change form received on the date of delivery. The specific food substitution should be listed and approved by the registered dietitian.

CONTRACT PERIOD

The contract period will be for a twelve (12) month period July 1, 2019 – June 30, 2020, contingent upon funding from the N. C. Division of Aging. The service must be available for the entire twelve (12) month period. The County intends to enter into a second twelve (12) month agreement if all established criteria are met during the first twelve (12) month contract period.

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BILLING

- a. The supplier will bill on a monthly basis for meals delivered under this contract.
- b. Bills will cover the calendar month.
- c. Bills will be submitted by the supplier to the County no later than the 15th calendar day of the month immediately following the billing period.

NATURE OF PROPOSED CONTRACT

The bidder should develop a single per meal cost for a 12-month period for both hot meals and frozen meals. This Request for Proposals presumes that the average number of meals will remain constant for the entire 12-month contract period. A twelve (12) month contract will consist of approximately 248 serving days. Meals will be ordered for Monday through Friday with the known exception of twelve (12) holidays each year and anticipated exception of at least one other day due to unsafe driving conditions (usually due to poor weather).

The Supplier shall act as an independent contractor and not as an employee of the County in providing catered meal services. The Supplier shall be liable, and agrees to be liable, and shall indemnify, defend, and hold the County harmless for all claims, suits, judgments, or damages arising from the Supplier's operations in providing catered meal services for the County.

The Supplier submitting the approved bid will sign a two-party contract with the County. The contract may be terminated by either party giving the other party sixty (60) days prior written notice of intention to terminate as of the date specified.

MEAL PRICE

The meal price will include:

- a. All food requirements for Title III Nutrition Program at the congregate nutrition sites and for home delivered meals as indicated in the "Menu Pattern" below and in accordance with North Carolina Division of Aging Service Standards, Volume I, Congregate Nutrition and Home Delivered Meals.
- b. Condiments such as pepper, vinegar, mustard, catsup, salad dressings, mayonnaise, tartar sauce, and others appropriate to the meal served.
- c. Disposables: for both CONGREGATE MEALS and HOME-DELIVERED MEALS
 - Trays (Plastic or Aluminum) – sectioned, heavy-duty trays with 1 large 10 oz. compartment and at least 2 compartments of at least 4 oz. each; with tight lids/covers. The lid/covering should provide a tight seal to prevent leakage of the food.
 - Soup/salad/dessert dishes as needed
- d. Transportation of meals to the specified locations.

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SECTION II. BID SPECIFICATIONS AND REQUIREMENTS FOR FOOD SERVICES CONTRACT

The Montgomery County Department of Administration (“County”) hereby solicits sealed bids for furnishing food services for the Montgomery County Elderly Nutrition Program (the “Program”) during the period of July 1, 2019 to June 30, 2021, with options to extend, as hereafter explained, subject to the specifications and provisions set forth herein and attached. Sealed proposals will be accepted until 3:30 p.m. on Wednesday, May 29, 2019 by Carrie Watkins, Clerk to the Board, 102 East Spring Street, P.O. Box 425, Troy NC 27371-0425. All proposals shall be sealed indicating “Sealed Bid -- Food Supplier”, your firm name and address, and opening date prominently on the front of each sealed envelope or package. Electronically submitted (e-mail/fax) proposals will not be accepted. Bid proposals will be publically opened at 3:30 p.m. in the Anthony G. Copeland Conference Room on the 3rd floor of the Montgomery County Administration Building located at 102 East Spring Street, Troy NC 27371. Bids received after the stated time will not be considered.

The purpose of the Program is to meet the nutritional needs of individuals aged sixty and older by serving them nutritionally sound meals in strategically located community sites in the County, as listed herein. This bid will be for the period of July 1, 2019 through June 30, 2021, subject to appropriation by the Board of County Commissioners and receipt of additional government funding, with the County having the unilateral right to extend the agreement under the same terms and conditions for two additional terms of one year each, upon the provisions included in the Contract Specifications and conditions enclosed herein.

Each bidder must submit the Bid Price Forms and Management Information Questionnaire (the “Submittals”) on the forms provided herein. There are two separate bid price forms. One Bid Price Form is based on a minimum order of 100 meals per day, which would serve the entire County. The second Bid Price Form is based on a minimum order of 60 meals per day, which would serve the central part and either the eastern or western part of the County. A separate RFP is being issued and any resulting “Submittal” will be considered to serve either the western or eastern part of the County.

The bidder shall sign the Submittals, and Submittals may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind. Upon signing, the bidder is automatically agreeing to all conditions as listed. Bid proposals must be submitted on the forms enclosed and a response provided to all items as indicated. Bid proposals made otherwise will be subject to rejection. Bidders may provide additional information on extra pages, which bear the bidder’s name and reference to the item being expanded upon. All attachments requested and required herein must also be attached and submitted with the bid proposals.

A performance bond in the amount of 100 percent (100%) of the total bid may be required to secure the faithful performance of the terms of the contract. If required, the surety bond must be executed by a corporate surety licensed under the laws of the State of North Carolina to execute such bonds and must be deposited with the Board of County Commissioners prior to commencement of the services performed pursuant to the contract. All bidders shall show the cost of the performance bond separate such that the cost of the bond can be deducted if not required.

The County reserves the right to reject any or all bids or to select the bid which, in the County’s opinion, is in the best interest of the County. Bid proposals must meet all above requirements and those set forth in specifications. Summary information and/or copies of the entire bid proposal received will be submitted to the Board of County Commissioners for award or rejection of bids. Any contracts awarded will be directly with the County.

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All prices must be based on delivery at the designated locations in the County for Monday through Friday of each week (except holidays) during the period of this agreement for the Elderly Nutrition Program. Taxes are to be shown as a separate item within the bid proposal.

Acceptance of the bid and the contract for services is expressly contingent upon receipt of sufficient funds by the Program from the County, Piedmont Triad Regional Council (of Governments), and other funding sources.

Bid proposals will be evaluated on the following points:

- Bidder's qualifications (capability to provide service; financial and technical resources)
- Bidder's history of providing the service and past contract performance
- Completeness and accuracy of bid proposal
- Quality of product
- Service unit cost

The County reserves the right to: request additional information or references; accept or reject any or all bid proposals; waive technicalities; accept proposals in whole or in part; negotiate contractual terms with the successful bidder; and to award a contract which, in the opinion of the County, best serves the interest of the Program.

For further information regarding bidding procedures, please contact:

Carrie Watkins, Clerk to the Board
Montgomery County Elderly Nutrition Program
102 E. Spring Street
Troy, North Carolina 27371
Telephone: 910-576-4221 extension 1301

Enclosures:

Section III. Bidding Procedural Requirements
Section IV. Food Service Contract Specifications and Conditions
Schedule A—Scope of Services
Schedule B—Special Conditions
Schedule C—Holiday Schedule
Schedule D—Elderly Nutrition Program Meal Pattern Standards
Schedule E—Food Procurement and Preparation Standards
Schedule F—Elderly Nutrition Program's Standards
Schedule G—Meals Management: Preparation, Delivery, and Transportation
Submittal: Bid Price Forms
Submittal: Management Information Questionnaire
Contract Terms [blank copy]

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SECTION III. BIDDING PROCEDURAL REQUIREMENTS

1. Completion of bid proposals

The bidder must submit two (2) copies of the completed bid proposals to Carrie Watkins, Clerk to the Board, Montgomery County Department of Administration, by Wednesday, May 29th, 2019. The envelope should be clearly labeled as "SEALED BID -- FOOD SUPPLIER", state the company's name, and state the opening date. Responses received after the opening date and time listed will be considered non-timely.

2. Cognizance of Service Requirements

In responding to the bid request, the bidder recognizes that it is fully cognizant of requirements pursuant to:

- * Title III of the OAA of 1965, as amended in 1992, (P.L. 102-375), or specific state legislation authorizing the service being bid upon and the NC Division of Aging Service Standards
- * Title VI of the Civil Rights Act of 1964
- * Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act
- * Equal Opportunity Employment Act

3. Appeal Procedure

Bidders who are not selected and desire to appeal the award decision must adhere to the following appeal process:

- a. The appeal must be made directly to the Montgomery County Board of Commissioners by making a written request stating the exact nature of the complaint. The appeal must be received by the County within ten (10) calendar days from the date of the selection. The appeal should be addressed to the Board of County Commissioners, County of Montgomery, PO Box 425, Troy, NC 27371-0425. A County official will advise the person filing the complaint of the date and time that they are scheduled to present the case. Sufficient time will be allowed for presentation of the complaint and the person appealing may be requested to answer questions. The County will render a decision regarding the complaint within ten (10) days following the hearing via certified mail, unless more time is needed.
- b. The appellant bidder will have ten (10) calendar days from the date that an adverse decision has been rendered to make the next appeal. The next appeal must be made to the Piedmont Triad Regional Council Area Agency on Aging and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the County. The Area Agency on Aging (AAA) will inform the person filing the complaint of its appeal procedures and will inform the County that a complaint has been filed. Procedures thereafter will be determined by the appeals process of the Area Agency on Aging. Piedmont Triad Regional Council Area Agency on Aging address: Piedmont Triad Regional Council Area Agency on Aging, 1398 Carrollton Crossing Drive, Kernersville, NC 27284-3896.

4. Bid Negotiations

Prior to the award of the contract, the County reserves the right to negotiate specific terms in the bid awards. The County reserves the right to accept or reject any and all bid proposals, in whole or part, and waive irregularities that do not affect substantial rights of the contracting supplier. The bid proposals response time may be extended if responses are rejected and additional advertisements for bid proposals are made. The County reserves the right to request additional information from the supplier at any time during the bid process or prior to contract execution. Acceptance of the bid proposal, or portion thereof, is contingent upon receipt of funding from the NC Division of Aging and compliance with any statutory revisions affecting the funds.

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5. Indemnity and Insurance

The supplier responding to the bid request agrees to indemnify and hold harmless the County, its representatives and employees from and against any and all loss, cost, damage, expense, and liability caused by an accident or other occurrence causing bodily injury, including death, sickness, and disease to any person, or damage or destruction to property, real or personal, which may arise from operations, products or services rendered under this contract.

The supplier, at its own expense, shall purchase and maintain for the duration of this contract automobile insurance, comprehensive general liability and Worker's Compensation for the amounts required above.

NOTE: Upon award, the successful supplier must provide the County with a copy of the policy or certificate of insurance, which provides proof of the above coverage for the contracted service(s). Failure to provide this coverage prior to the inception date of the contract may result in the dissolution of the offer to contract.

6. Accounting Procedures

The supplier shall follow the general recognized accounting practices outlined in Federal Regulations Title 45 CFR part 92 for all funds including client contributions (cost sharing).

7. Policy Manual Requirements

The supplier shall comply with the requirements listed in the North Carolina Division of Aging Home and Community Care Block Grant Manual and the Policy and Procedures Manual of the North Carolina Division of Aging.

8. Assessment and Monitoring

The bidder agrees that, if its proposal is accepted, it will be evaluated and monitored by the County throughout the contract period and to assure that the contract is being implemented appropriately.

The result of the programmatic and fiscal assessment of the Home and Community Care Block Grant funded programs by the AAA will be the primary factor in determining if a twelve (12) month contract can be extended.

9. Subcontracting

There will not be subcontracting for services using federal or state funds administered through the County unless services cannot otherwise be provided.

10. Record Retention

Supplier must maintain books and records for accountability and audit purposes for a period of not less than three (3) years from date of the end of the contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular 3-year period, whichever is later.

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SECTION IV. FOOD SERVICE CONTRACT SPECIFICATIONS AND CONDITIONS

The purpose of the Nutrition Program for the Elderly (Title III-C of the Older Americans Act) (the Program”) is to meet the nutritional needs of individuals aged sixty and older, by serving them nutritionally sound meals at strategically located community sites in Montgomery County. The Food Supplier shall be called “Supplier” and the County will be considered to be the “Purchaser.”

This bid will be to provide services for the period from July 1, 2019 through June 30, 2021, subject to appropriation by the Board of County Commissioners. Should the funds for the contract not be appropriated by the Board of County Commissioners, the contract shall be terminated by Purchaser upon ten (10) days written notice to Supplier. Purchaser shall have the unilateral right to extend the agreement awarded to the successful bidder under the same terms and conditions for two additional terms of one year each upon provision of written notice to Supplier not later than thirty (30) days prior to the expiration of the then-current term. In the event the Purchaser extends this agreement for either or both of the additional terms, the unit price paid by the Purchaser to Supplier for such additional term may be adjusted by a maximum amount equal to the percentage change in the Consumer Price Index Table 1-Food Away From Home for all urban consumers, U.S. city average, on a calendar year basis, provided that the unit price shall not increase more than 2% in any given year.

The Program will order meals for Monday through Friday with the exception of approximately twelve (12) holidays as outlined in Schedule C attached hereto and hereby incorporated herein, or in the case of shelf stable meals for inclement weather.

A directory of the Program’s meal sites, the estimated total number of Program meals, and the estimated daily number of meals for each site are detailed in the attached Schedule A – Scope of Services. Schedule A is considered part of these specifications and conditions and will be a basis for all bids. Additional meals and/or additional sites may be added by the Purchaser, depending upon existing utilization and/or availability of funds, under this same bid. These changes will take effect upon negotiation with and notice to the Supplier by the Purchaser.

The Supplier will be flexible regarding the number of daily meals to be prepared and delivered. Supplier acknowledges that the number of meals indicated in Schedule A represents Purchaser’s best estimate of meals required. Purchaser reserves the right to increase or decrease the number of meals depending on demand and available funds. Supplier shall provide any additional meals at the unit price in Supplier’s bid.

The Purchaser will notify the Supplier by phone by 2:00 p.m. of each serving day of the number of meals required for the next serving day. The number of meals requested on a daily basis will constitute a purchase order, which will cover the maximum billing for that order. Only the Program Supervisor, Director of Social Services, Finance Director, or the Directors’ designees have the authority to make a change in the number of daily meals.

The Supplier’s employees will be expected to follow applicable policies and procedures pertaining to the operation of the Program.

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Billing for the program meals shall be conducted as follows:

Supplier will bill Purchaser on a monthly basis for meals provided. Supplier's monthly invoice will be provided to Purchaser by the fifteenth (15th) day of each month. After verification of proper billing, Purchaser will pay such invoice within thirty (30) days of the receipt of the invoice by Purchaser's Finance Office. Any such payment will be conditioned upon receipt of sufficient funds from Piedmont Triad Regional Council and other funding sources. Invoices presented to the Purchaser by the Supplier each month must include the following information:

- 1. daily accounting of the number of meals delivered to each site and the original signed delivery ticket organized by site and then consecutively by date;**
- 2. the amount of USDA credit applied in accordance with this agreement;**
- 3. the total number of meals delivered;**
- 4. the total cost for meals delivered excluding tax (a subtotal must be listed on the invoice);**
- 5. the amount of discount, if any;**
- 6. tax figured on the total cost for meals less any discount; and**
- 7. the amount of total billing**

A sample of the form that will be used for billing must be included with the bid.

To afford the best possible meals for the recipients, the time schedule for deliveries shall be as set forth in Schedule B attached hereto and hereby incorporated herein. In the event of late delivery of twenty (20) minutes or more from the times established in Schedule B due to failure by the Supplier or its employees, the cost of such meals so accepted by Purchaser will incur a penalty reduction of 10% per meal.

Meals ordered for the Program will be packaged in individual meal containers. Food shall be packaged so there is minimum spillage in the hot and cold food carriers (e.g. with plastic film secured over each meal container). If Supplier fails to deliver adequate amounts of food as ordered, the Purchaser may request that any omissions in delivery be provided by the Supplier. If there is insufficient time for Supplier to deliver the omissions on the same day before serving time, then the Purchaser will have the right, but not the duty, to purchase comparable food items from another source and to receive reimbursement from Supplier equal to the Purchaser's expense for obtaining these food items.

If the shortage or omissions cannot be made up by the Supplier by serving time on the same day and if the Purchaser is not able to purchase the needed food items, then the shortage or omission of the specific food item (meat, vegetables/fruits, carbohydrates, dessert, or calcium source) will constitute a shortage of entire meals and the unit cost of these meals will be excluded from the Supplier's bill accordingly.

Should the Supplier fail to deliver meals for a meal session or should any person eating meals prepared under this contract become ill as a result of food poisoning attributable to the negligence of the Supplier, as determined by Public Health Officials, then such action shall be deemed non-performance of the contract and shall be justification for immediate cancellation of the contract, if necessary, by the Purchaser.

Supplier must assure sufficient staffing for meal preparation at all times during the contract period.

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Upon delivery of meals to designated Elderly Nutrition sites, a receipt form, in duplicate, must be provided by the Supplier to be signed by the Purchaser's representative. This form (meal delivery ticket) must include:

- date and name of site
- number of meals delivered and ending time of production
- list of specific foods delivered and temperatures at ending time of production
- signature of food production manager
- blank for arrival time of meals, temperature, and signature of site manager
- blank for serving time of meals, temperature, and signature of site manager

A sample of the form that will be used as meal delivery ticket must be included with the bid.

If Supplier is notified by 7:00 a.m. not to prepare meals due to inclement weather, no charges will be on the account of Purchaser for that day. If Purchaser provides Supplier with notification after 7:00 a.m., all charges will be made at a pro-rated cost for preparations that have actually been performed by Supplier when notification is made to the Supplier.

Supplier must assure that a qualified person is in charge of meal preparation and delivery and can be contacted by telephone at any time during normal business hours. The name and title of that individual and the name and title of two alternate individuals to be contacted must be provided to the Purchaser.

Each meal provided by the Supplier must furnish one third (1/3) of the current Daily Recommended Dietary Allowances as established by the Food and Nutrition Board, National Academy of Sciences—National Research Council as detailed in Schedule D attached hereto and hereby incorporated, and must conform to the meal pattern described in the North Carolina Division of Aging Definitions and Service Standards attached hereto as Schedule F and hereby incorporated herein.

All foods shall be prepared on the day to be served and the Supplier will provide meals to the Purchaser as specified in the approved menus. Any deviation from the approved menus must be requested by 2 p.m. on the previous day and documented by written and printable correspondence with specific food substitutions listed. Food substitutions may be approved by the Purchaser after consulting with the Area Agency on Aging (AAA) to ensure meals meet one-third (1/3) of the Recommended Dietary Allowances. Once approved by the Purchaser and AAA, the written correspondence must be dated and signed by the person authorizing the change at least eighteen (18) hours prior to the serving time or the change is considered unapproved.

The Program Supervisor or a person designated by the Program Supervisor will examine one meal selected at random from meals supplied by the Supplier each day. This examination will include measurement of component weight, as well as visual examination for color and appearance and a taste testing for texture, and flavor/absence or flavor defects. In addition, the Program Supervisor shall have the option of periodically drawing samples for more detailed analysis in a qualified laboratory.

Supplier will be expected to provide a shelf staple product meal if requested by the Purchaser for use as an emergency meal for inclement weather days and/or the scheduled holidays at the Sites, as listed on Schedule C. A nutritional analysis approved by a certified dietitian will accompany all shelf meal menus.

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Each Supplier wishing to be listed among those eligible to submit a bid shall regularly submit the current food preparation facilities to inspection by their County's Environmental Health Specialists, on behalf of the Elderly Nutrition Program. The Supplier must maintain a Grade "A" sanitation rating from their County's Department of Environmental Health (DEH). If the ranking drops below Grade "A", the Purchaser must be notified by the Supplier of the rating change before 5:00 p.m. on the same day it occurs. Supplier must request a re-inspection from DEH within two (2) working days and that re-inspection must be completed within fifteen (15) working days (or longer, if deemed reasonable based on circumstances) after DEH receives the notification. Supplier must provide proof of the Grade "A" inspection to the Purchaser within three (3) working days after the re-inspection. Failure to meet this requirement may automatically terminate the contract. Supplier must agree that requirements for food handler permits and health examinations are met.

Meals will be prepared under properly controlled temperatures and will be assembled immediately upon completion for departure to the meal sites and for delivery to the program participants. It is required that all hot foods be maintained at 135 degrees Fahrenheit or above throughout all processes from cooking to serving, and all cold food must be maintained at 40 degrees Fahrenheit or below during all processing through serving. The Supplier will be responsible for providing and keeping in good condition all equipment to maintain these temperatures until serving time at each Elderly Nutrition site. This equipment must be of the correct size and style to be usable at each site.

The loading and unloading of the containers from the vehicle into and out of the Site shall be the responsibility of the Supplier. Supplier must provide all transportation for meal deliveries to the designated sites and must have back-up vehicles available for the delivery of meals in the event of a breakdown, etc.

Supplier is responsible for sanitizing food carriers (both hot and cold) and other equipment. Provider staff will not be liable for loss and/or breakage to food serving equipment or transportation containers left at serving sites.

Condiments will be supplied by Supplier appropriate for each meal. The following condiments must be individually packaged: salt, pepper, mayonnaise, mustard, ketchup, vinegar, salad dressing, tartar sauce, lemon juice, etc. No bulk products will be accepted at any site.

Each Elderly Nutrition congregate site will provide food thermometers and serving utensils (such as ladles, pitchers, scoops, spatulas, slotted and solid spoodles, slotted and solid spoons, and tongs), if needed. The site is also responsible for providing aprons, durable disposable plastic gloves, hairnets, individually wrapped plastic straws, and trash can liners, as needed.

Standards for disposable dinnerware:

- strong, three-compartment, heat-retentive containers that have each entrée section to hold not less than 10 oz. and each vegetable section to hold not less than 4 oz.;
- appropriate individual containers with tight-fitting lids to prevent spillage for cold foods and stews (e.g. six and eight ounce squat cups with lids);
- soup/salad bowls – ten (10) oz.;
- such containers should have the strength to support the weight of the food;
- such containers should have non-absorbing quality so that gravy will not soak in; and
- such containers should be deep enough to hold the serving of food without spillage

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Participants at the congregate nutrition site and recipients of home delivered meals will receive the same individual meal via these containers described above.

The use of NSIP cash resources at the level determined by the North Carolina Division of Aging must be assured by Supplier. Detailed records must be maintained on NSIP cash resources by the Supplier. These records must also provide documentation to the Purchaser that the cost per meal includes raw food purchases of U.S. grown or produced food equivalent to the current NSIP rate.

Officials of the County of Montgomery, the Piedmont Triad Regional Council (of Governments), the North Carolina Division of Aging, and the North Carolina Department of Agriculture have the right to inspect food production site, recipes, and purchase orders.

Supplier shall keep full and accurate sales records of purchases and billings made in connection with this Program. Supplier will prepare and furnish any and all reports or other documentation requested by the Purchaser. All such records, reports, and documentation shall be kept on file for five (5) years after the last date covered by the contract. Authorized representatives of the Purchaser, North Carolina Division of Aging, and the United States Department of Health and Human Services shall have access to all Supplier's records for audit and review at a reasonable time and place with advance notice to Supplier.

Supplier shall comply with all laws, rules, regulations, ordinances, codes, orders and actions of the United States of America and of any state or political subdivision thereof or of any other governmental unit or agency that may now or hereafter be applicable to the performance of the services by Supplier. By way of illustration, and not limitation, Supplier shall comply with Title IV and Title VI of the Civil Rights Act of 1964, in regard to employment practices and persons served.

Indemnity and Insurance

Supplier shall secure and maintain during the term of this agreement the following insurance issued by a company authorized to do business in North Carolina and satisfactory to the County.

- a. Commercial general liability insurance with limits of liability not less than two million dollars (\$2,000,000) per occurrence, three million dollars (\$3,000,000) aggregate, combined single limit for bodily injury and property damage, Purchaser, its officers, employees, and agents shall be named as an additional insured on this policy, and such status as additional insured shall be evidenced by a written endorsement to the policy provided to Purchaser.
- b. Automobile liability insurance for all owned, non-owned and hired vehicles with limits of liability not less than one million (\$1,000,000) combined single limit for bodily injury and property damage.
- c. Workers' compensation in the statutory amounts, (including waiver of subrogation endorsement in favor of Montgomery County) unless any claims or liabilities incurred result from Montgomery County's negligence and employer's liability insurance in an amount not less than one million dollars (\$1,000,000). The certificate of insurance shall include confirmation of the waiver of subrogation endorsement or a copy of the endorsement shall be attached thereto.

Prior to commencing work, Supplier shall provide certificates of insurance to the County for each such policy required in subparagraphs (a) through (c). Said certificates shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. However, a ten (10) day notice is sufficient for cancellation due to non-payment of premium.

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If Supplier assigns or subcontracts any of its rights or duties hereunder, pursuant to the provisions of the contract, Supplier shall ensure that the assignee or subcontractor satisfies all requirements of the contract, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and required endorsements in proper form prior to commencement of services. The Supplier shall not assign or subcontract any portion of the contract to another food service company without the express written consent of Montgomery County. If Supplier does assign or subcontract any of its rights or duties hereunder, Supplier shall remain liable for the fulfillment of all contractual obligations. Supplier will require the right to assign or subcontract the resulting agreement to an affiliated entity of supplier without prior consent of Montgomery County; provided, however, that in such instance supplier shall remain liable for the fulfillment of all contractual obligations.

Supplier agrees to protect, defend, indemnify and hold Montgomery County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding or causes of action that are due to the negligent acts or omissions of the Supplier, its officers, employees, subcontractors or agents. Supplier further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. Supplier will not be required to protect, defend, or indemnify Montgomery County for damages caused by the negligent acts or omissions of Montgomery County, its officers, agents, or employees.

The contract may be terminated by the Supplier giving the Purchaser not less than one hundred eighty (180) days prior written notice of intention to terminate as the date specified; or, by the Purchaser, giving the Supplier thirty (30) days prior written notice of intention to terminate as the date specified. This thirty (30) day notice shall in no way conflict with the cancellation provision stated earlier above for non-delivery or delivery of non-wholesome meals or food poisoning of Program participants.

The Supplier shall further have the capability, demonstrated through past experience, to implement the nutritional and logistical aspects necessary for the proper performance of the Program in accordance with the provisions of Title III of the Older Americans Act of 1965, as 16 amended. Copies of the act referred to in this proposal may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

Federally regulated standards for this Nutrition Program and related information may be found in Federal Register, Volume 45, Number 63, part IV published Monday, March 31, 1980, and which can be obtained from most public libraries.

OTHER SERVICE REQUIREMENTS

- a. If, due to negligence of the supplier, the meals do not meet the meal pattern requirements (either through shortages, damage, or inadequate temperatures), the County will not be obligated to pay for those incomplete meals.
- b. The supplier must follow standard weight measures (pound, ounce) in determining quantities of food to give correct yield of prepared food as required. Liquid (to prevent burning or drying) must be added after food is weighed.
- c. The County will be responsible for notifying the Supplier by 2:00 p.m. on each day of the number of meals to be delivered to the site on the following day.
- d. In case of closings due to inclement weather or other conditions, the Troy-Montgomery Senior Center will notify the supplier prior to 7:00 a.m. if meals will not be served that day.

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SCHEDULE A -- CURRENT SCOPE OF SERVICES

Approximate Meals per Day

Drop-Off Location	Congregate	Home-Delivered	Frozen	Total
1. Biscoe Scout Hut (behind First Presbyterian Church) US Highway 220A 108 West Main Street Biscoe NC 27209	-	44	5	49
2. Troy-Montgomery Senior Center 200 Park Road (off Page Street) Troy NC 27371	8	23	3	34
3. Town Hall 110 West Allenton Street Mount Gilead NC 27306	-	14	10	24
TOTAL	8	81	18	107

***Note:** Meal count will depend on cost of meal and available funding; numbers will increase and decrease each week based on number of eligible and participating recipients.

****Note:** As part of the Submittals, each Food Supplier will submit 2 separate Bid Price Forms. One Bid Price Form is based on a minimum order of 100 meals per day, which would serve the entire County. The second Bid Price Form is based on a minimum order of 60 meals per day, which would serve the central part and either the eastern or western part of the County. A separate RFP is being issued and any resulting "Submittal" will be considered for a minimum of 25 orders per day to serve either the western or eastern part of the County.

*****Note:** Under the current program, the daily meals taken to the Town Hall in the Town of Mount Gilead are being picked up in Troy and delivered by a County employee. It's the County intention to continue this operation as we believe it reduces the cost per meal charged to the Elderly Nutrition Program. Under negotiation with a Food Supplier (see RFP for Secondary Food Supplier), the County may consider altering this operation.

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SCHEDULE B -- SPECIAL CONDITIONS

Estimate Time Schedule for Deliveries

Deliveries to each site are now in strict accordance with the following schedule:

Biscoe Scout Hut, Biscoe:	10:30a
Troy-Montgomery Senior Center, Troy:	10:45a
Town Hall, Mount Gilead:	11:15a

However, depending on location of Supplier, the route may be changed based on negotiations to better meet expectations of the homebound seniors being served under this program.

In the event the meals are twenty (20) minutes late due to fault of Supplier as agreed by Program Supervisor and Supplier representative, and Purchaser elects to accept that number of meals that can be served to the Program participants still in attendance at the time of meal delivery, the cost of such meals so accepted by Purchaser will incur a penalty reduction of 10% per meal.

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SCHEDULE C -- HOLIDAY SCHEDULE

The following dates shown are the dates in which the County recognizes holidays for office staff. No deliveries of meals will take place on these office holidays.

Holiday	2019-2020 Dates Recognized	2020-2021 Dates Recognized
Independence Day	THU, JUL 04	FRI, JUL 03
Labor Day	MON, SEP 02	MON, SEP 01
Veterans' Day	MON, NOV 11	WED, NOV 11
Thanksgiving	THU, NOV 28 FRI, NOV 29	THU, NOV 26 FRI, NOV 27
Christmas	TUE, DEC 24 WED, DEC 25 THU, DEC 26	WED, DEC 23 THU, DEC 24 FRI, DEC 25
New Year's Day	WED, JAN 01	FRI, JAN 01
Martin Luther King Jr. Day	MON, JAN 20	MON, JAN 18
Good Friday	FRI, APR 10	FRI, APR 02
Memorial Day	MON, MAY 25	MON, MAY 31

NOTES:

- 1) Either site may close for additional days during the Christmas/New Year break.**
- 2) In addition to the dates above, both the site and supplier reserves the right to close sites due to inclement weather and other urgent matters. Closing a site for weather conditions would normally imply that roads are unsafe.**
- 3) When either site is closed on days not listed above, yet the County feels roads may not be unsafe for travel by the volunteers delivering meals, the County may, at its discretion, request delivery to the County Administration Building in Troy in lieu of delivery to the site.**

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SCHEDULE D -- MEAL PATTERN FOR ELDERLY NUTRITION MEALS

Based on North Carolina Division of Aging, Service Standards and Definitions

A. The total protein content of each meal must be no less than twenty-one grams. Of this, fourteen grams must be a complete protein, in the form of two ounces of 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 one ounce of meat. One cup of dried beans may be used twice in one 20-day cycle as a substitute for two ounces of meat; however, a "complementary" protein source must be served at the same meal with the one cup dried beans in order to serve a complete protein (e.g. rice, corn, grits, or cornbread). Other protein sources such as one egg or two tablespoons peanut butter may also be substituted for one-ounce meat. Ground meat may be used in entrees no more than twice in one week.

B. Each meal must contain two servings of a whole grain or enriched grain product such as: one-half cup rice, grits, or pasta; six saltine crackers; cornbread; roll, biscuit, or muffin (at least one ounce); or one slice of bread. As an alternative, one serving of bread product listed above and one-half cup serving of starchy vegetable may be provided in place of two servings of grain or bread product. Examples of starchy vegetables are: one-half cup sweet or white mashed potatoes, lima beans, green peas, or corn.

C. Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement.

D. Each meal must contain two servings of different fruits and/or vegetables, such as: ½ cup canned drained fruit; ½ cup cooked drained vegetables; 1 piece of fresh fruit; 6 ounces of 100% fruit juice (Vitamin C fortified); ½ cup coleslaw; one cup tossed, mixed, fresh vegetable salad.

E. One serving of Vitamin C-rich foods must be served at least twice per week.

F. Fruit or vegetables used in gelatin, soups, or main entrees may be counted as one serving if ½ cup of fruit or vegetable is used per serving.

G. Vegetable or fruit sauces may not be identified as fruit/vegetable requirement (however, applesauce may be counted as a fruit).

H. One teaspoon of fortified margarine in an individual covered chip or container may be used if it adds palatability to the menu.

I. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability, but total fat content of the meal may not exceed 30% of the total calories. Reduced fat salad dressings are indicated on the official menus, which are part of this bid package.

J. 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, buttermilk, chocolate, or sweet acidophilus milk fortified with vitamins A and D in an individually sealed carton; or, other foods high in calcium.

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K. Dessert may be provided as an option, and one serving may include fruit, puddings, fruited or plain gelatin, cake, cobblers, cookies, or pies/pie squares; but total fat content of the meal may not exceed 30% of the total calories for that meal.

L. All foods used in meals must be from approved sources; food prepared, frozen, or canned in the home shall not be served at the Sites.

M. Each meal on the certified, signed menu must be served.

N. All meals must meet the following specifications: Calorie content must be a minimum of 700 calories per day. The fat content must be no more than 30% of total calories. The sodium content of the meal cannot exceed 1,200 mg per meal.

Menu Planning Requirements

Each meal served must contain at least one-third of the current daily-recommended dietary allowances established by the Food and Nutrition Board, National Academy of Science - National Research Council (Tenth Edition). Portions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the daily-recommended dietary allowances. Agencies providing congregate nutrition and home delivered meals services must use and follow the "Menu Pattern" below:

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

All meals must meet the following specifications: Calorie content must be a minimum of 700 calories per day. The fat content should be no more than 30% of total calories. The sodium content shall not exceed 1,300 mg per meal.

- **Each category of the "Menu Pattern" outlined below must be served to each participant.**

MENU PATTERN

1. Protein Category

The total protein content of each meal must be no less than twenty-one grams. Of this, fourteen grams must be a "complete protein" in the form of 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 twice in one 20-day cycle as a substitute for 2 oz. meat; however, a "complimentary" 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. 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.

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2. Complex Carbohydrate Category

Each meal must contain 2 servings of a whole grain or enriched grain product, such as one-half cup rice, grits, or pasta; 6 saltine crackers; cornbread (2 1/2" square x 1 1/2" high); 1 roll, biscuit, or muffin; or 1 slice of bread. Breads, rolls or muffins must weigh at least 1 ounce. These may be served as separate items or incorporated into the main entree as a mixed dish in the amount specified below. Alternate: 1 serving of bread product listed above and 1/2 cup serving of starchy vegetable may be provided in place of 2 servings of grain or bread product. Examples of starchy vegetable are: one-half cup sweet or white mashed potato (or 1 medium potato), lima beans, green peas, or one-third cup corn. (Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement listed below.)

3. Vegetable/Fruit Category

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 4 oz. 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, or vitamin C fortified cranberry juice cocktail), 1/2 cup coleslaw, or 1 cup tossed mixed flesh vegetable salad. When salad is served it must be placed in a separate compartmental tray to avoid mixing with other foods or be served in a separate salad bowl. A serving of juice may fulfill no more than 1/2 of the fruit/vegetable requirement for any one meal. One serving of vitamin C-rich cold 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 may not be identified as a fruit/vegetable requirement (i.e., tomato sauce for spaghetti, however, applesauce may be counted as fruit).

4. Fat Category

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 (i.e., as on roll, bread, baked potato, or other vegetable). The menu must identify whether margarine or butter is used when served. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability, but care should be taken not to exceed the 30% fat level of total calories per meal.

5. Calcium-Rich Food Category

Each meal must contain a total of no less than 400-mg. calcium. This may be obtained by 9 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, or other foods high in calcium.

6. Dessert Category

Dessert may be provided as an option. Desserts may 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. 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 calcium content of the meal.

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SCHEDULE E -- FOOD PROCUREMENT AND PREPARATION STANDARDS

All food served must be prepared in a Grade A kitchen. Food prepared, frozen, or canned in the home shall not be served at the site. All food used must meet standards of quality, sanitation, & safety applying to foods that are processed in a commercially licensed establishment. All foods used in the meals must be from approved sources; in compliance with applicable state and local laws, ordinances, and regulations; and clean, wholesome, free from spoilage, free from adulteration and mislabeling, & safe for human consumption.

MEAT

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 meat products in gravy: excess grease and/or fat must be drained/removed before packaging for transport.
- Beef, lamb, veal: Grade USDA Choice
- Beef, bulk, ground: USDA Choice, 80% lean, 20% fat. No textured vegetable protein or meat products containing soy mixture are to be used to replace animal protein.
- Beef patties: USDA Choice, 80% lean, 20% fat, 4-oz. raw weight
- Beef stew: USDA Choice, fresh 1" cubes. Meatballs are not acceptable for beef and vegetable stew.
- Chicken breast, USDA Grade A. Only unbreaded chicken breast fillet, to yield 3 oz. cooked edible meat, no skin, no bone. Ground shaped chicken may be used.
- Fish: Fresh raw fish must bear the PUF (Packed under Federal Inspection) shield. Turbot is not acceptable.
- Fish, breaded portions: yields are based on raw fish portions and the amount of fish in the product. "Precooked" seafood is not cooked; only the breading or batter is cooked. The fish is raw.
- Meatballs used for Swedish, Italian, and Barbecue: must be ½ oz. meatballs. Any gravy or sauce is to be drained of excess grease before packaging for transport to sites.
- Molded meat items must yield three ounces cooked weight excluding fat. No breaded or flaked meat products may be used.
- Meatloaf: must be sliced before delivery and an adequate number of uniform slices must be included so that each serving yields 3 oz. of meat (not including binding agents and vegetables which might be included).
- Poultry: USDA Grade A
- Pork: Grade U.S. No. 1
- Pork chop, center, ¼ fat trim, 5 ounces raw weight

VEGETABLES AND FRUIT

Fresh and frozen vegetables should be #1 quality and should be used as much as possible. When canned vegetables are used, salt should not be added.

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 fresh fruit (such as apples, bananas, broccoli, cantaloupes, grapes, melons, oranges, nectarines, peaches, pears, and plums) will be washed by Supplier (to remove dirt and residues) before delivery.

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

100% pure fruit juice, individually pre-packaged (orange, grapefruit, orange-grapefruit, or other 100% fruit juice fortified with Vitamin C to meet one-third RDA for Vitamin C, or Vitamin C fortified cranberry juice cocktail). Juices in waxed cartons are preferred and should be used whenever possible.

- Vegetables, canned, USDA Grade A Fancy, as follows:
 - Peas, green: Early June, 3 sieve
 - Beans, green, cut or cuts: Blue Lake, North West, 4 sieve
- Frozen pack greens, USDA Grade A, such as chopped turnip greens, chopped spinach, chopped collards, chopped kale, and mixed greens; mixed vegetables; carrots; and sweet potato patties.
- Broccoli, frozen spears, 4 ½" to 5 ½", USDA Grade A.
- Broccoli, frozen cuts, 1-1 ½", 25% head, 15% leaf, USDA Grade A.
- Broccoli, frozen, chopped, 1/2" x ¼", USDA Grade A.
- Fresh Fruit: (must be used at least 8 times per 20 serving days)
 - Apple, US #1, one medium, 1 each
 - Banana, US #1, 1 petite or 1 large, 1 each
 - Cantaloupe*, US #1, ½ carton, 18 count, ¼ melon each
 - Grapefruit, white, US #1, 36 or 32 count, ½ of grapefruit each
 - Nectarine, US #1, 4 lb pkg, 1 each
 - Orange, fresh, (Florida) US #1, 100 count, 1 each
 - Orange, fresh, (California) US #1, 113 count, 1 each
 - Watermelon*, US #1

* Cantaloupe or watermelon must be planned 2 times per 20 days from July to September

DAIRY PRODUCTS

- Fortified margarine in an individual covered package chip or container.
- Milk may contain no Bovine Growth Hormone. Supplier must obtain documentation from processor/distributor to assure this condition.
- Milk, fluid, whole, ½ pint, Grade A pasteurized, Vitamins A and D added. Not less than 8.25 % milk solids and not less than 3.25% milk fat.
- Milk, fluid, skim, fortified with Vitamins A and D, ½ pint, 0.5% milk fat, pasteurized.
- Milk, low fat buttermilk: ½ pint, Grade A, pasteurized cultured. Milk solids not less than 8%.
- Cheese, no imitation.
- Cakes. All cakes will include/use an appropriate fruit topping. Servings will be whole, no crumbs.

COMPLEX CARBOHYDRATES

- Whole or enriched grain products, such as rice, grits or pasta.
- Crackers, saltine, quantity 6.
- Cornbread, 2 1/2" square x 1 1/2" high. All pieces must be uniform in size.
- Rolls, biscuits, or muffins must weigh at least one ounce.

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ADDITIONAL REQUIREMENTS

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 135 degrees Fahrenheit or above throughout all processes from cooking to serving, and all cold food must be maintained at 41 degrees Fahrenheit or below during all processes through serving. The use of heat stones for heat retention in hot foods should be provided as necessary. Each congregate nutrition supplier 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. All materials used in food delivery carriers must be guaranteed to be safe for food contact. All carriers must be sanitized daily by the supplier.

Each meal must contain United States produced commodities or other foods at least equal in value to the USDA per meal cash entitlement. Donated foods should be used to the maximum extent feasible and comply with all USDA regulations related to donated food and cash reimbursement.

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SCHEDULE F -- ELDERLY NUTRITION PROGRAM'S STANDARDS

I. Statement of Philosophy and Purpose

Nutrition services are intended to:

- 1) Promote, maintain, and improve the health and well-being of older adults through the provision of a nutritionally balanced meal five or more days per week served in a strategically located congregate setting or delivered to the home.
- 2) Reduce the isolation experienced by many older adults through opportunities for social interaction by participation in the nutrition program.
- 3) Provide nutrition education and supportive service activities in order to enhance the older adult's ability to remain independent.
- 4) Enable impaired older adults to remain at home as long as possible and facilitate the discharge of older adults from hospitals and care providing facilities.

II. Legal Base

Older Americans Act of 1965 as amended

(As codified in Title 42 of the United States Code, Chapter 35, sec. 3001 et seq.)

[Official compilation not available as of 7-1-03 – see AoA website for unofficial compilation:

<http://www.aoa.gov/>]

Title 45, Code of Federal Regulations, Part 1321 (Grants to State and Community Programs on Aging)

<http://www.access.gpo.gov/nara/cfr/>

N.C. General Statutes, Chapter 143B

§143B-181.1 Division of Aging – creation, powers and duties.

(a) There is hereby created within the office of the Secretary of the Department of Health and Human Services a Division of Aging, which shall have the following functions and duties:

(11): To administer a Home and Community Care Block Grant for Older Adults, effective July 1, 1992

(c) The Secretary of Health and Human Services shall adopt rules to implement this Part and Title 42, Chapter 35, of the United State Code, entitled Programs for Older Americans.

<http://www.ncga.state.nc.us/gascripts/Statutes/StatutesTOC.pl>

N.C. Administrative Code, Title 10A, Chapter 6 – Aging Program Operations, Subchapter K – Nutrition Services

http://ncrules.state.nc.us/ncadministrativ_/title10ahealtha_/chapter06agingp_/default.htm

III. Definition of Nutrition Services

Summary of federal and state requirements:

Congregate nutrition programs must provide at least one hot or other appropriate meal per day, and may provide additional meals, in a congregate setting in which a range of social and supporting services are available.

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Home-delivered nutrition services must deliver at least one hot, cold, frozen, dried, canned, or supplemental foods meal per day and may provide additional meals to an eligible individual who is homebound by reason of illness or incapacitating disability or is otherwise isolated.

The meals must: i) comply with the Dietary Guidelines for Americans, ii) provide 1/3 RDA for one meal, 2/3 RDA for 2 meals, and 100% RDA for 3 meals per day, and iii) be adjusted to meet the special dietary needs of participants to the maximum extent feasible.

In addition to meal service, nutrition activities must include outreach, screening, nutrition education, activity programming for congregate nutrition sites, and volunteer management.

Practice Guidelines:

Suppliers are encouraged to note how broad the definition of nutrition services is under federal and state rules. Hot and other appropriate meals are allowed under the Older Americans Act, as well as additional meals. An appropriate meal may be hot, cold, frozen, dried, canned or liquid, as long as it provides 1/3 of the daily recommended dietary allowances, follows the Dietary Guidelines for Americans, and accommodates the needs and capacity of the individual recipient to open, consume, store, refrigerate, freeze, and/or reheat the meal safely. An additional meal is any meal that exceeds one meal per day, 5 days per week.

Options for Responding to Local Needs – Having the flexibility to develop slightly different nutrition programs in each community means that planners can develop programs that are responsive to local needs, such as the risk of malnutrition, health promotion/disease prevention issues, or the diversity of the population. Responses could range from modified and therapeutic diets to salad bars and culturally appropriate meals. They could take the form of frozen or liquid meals. Service delivery for both congregate and home-delivered meal programs can evolve with the needs of the NC communities in which they are located.

More than a Meal – The federal and state units on aging are proud to market nutrition services as more than a meal, because suppliers typically offer so much more to their participants. In addition to meals, all agencies offer nutrition screening and nutrition education and may offer nutrition assessment and counseling. Communities routinely describe their nutrition services not only in terms of providing nutritionally sound meals or decreasing malnutrition, but also in terms of reducing social isolation, promoting health, and preventing physical and mental decline. In most communities, nutrition providers also play a critical role in linking older people to other services. Nutrition providers are encouraged to do a self-assessment and see how well their services go beyond meals to offer social interaction, mental stimulation, informal support systems, and volunteer opportunities. Are participants connected, as needed and appropriate, with other health and supportive services, such as dental care, transportation, and energy assistance? Are they referred for other food assistance programs, such as Food Stamps?

Local planners are requested to think broadly about defining nutrition services in terms of effective outreach to target populations, screening, assessment, counseling, education, programming, service coordination, and referrals as well as meal provision.

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SCHEDULE G -- MEALS MANAGEMENT: PREPARATION, DELIVERY, AND TRANSPORTATION

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.

Transportation of the food to the designated sites will be the responsibility of the supplier. Supplier must assure correct temperatures on all meals. All transporters for frozen home delivered meals will ensure that frozen meals do not thaw and remain at a temperature below freezing.

The supplier shall follow an established delivery schedule for the site to ensure the service of meals at the given time. The time for meals to be delivered at the first location on the route is 10:30 a.m. This will allow the volunteers flexibility to pick up the home delivered meals as well as have the congregate meals ready to serve at 12:00 noon. In case of an emergency, the supplier must immediately notify the site of the delay.

The loading and unloading of the containers from the vehicle into and out of the site shall be the responsibility of the supplier.

Stainless steel serving utensils, (i.e., solid spoons, slotted spoons, tongs, spatulas and scoops) shall be provided by the site.

The supplier will be responsible for purchasing, maintaining, and replacing the hot/cold, insulated units used for transporting bulk and home delivered food.

All food transport equipment shall be sanitized daily by the supplier.

A food delivery ticket will be provided at each site by the supplier, which will include:

- date and name of site
- number of meals delivered and ending time of production
- list of specific foods delivered and temperatures at ending time of production
- signature of food production manager
- blank for arrival time of meals, temperature, and signature of site manager
- blank for serving time of meals, temperature, and signature of site manager

Supplier must have access to a registered dietitian for menu planning. The supplier will supply the County with the dietitian's credentials. As menus are planned by supplier, recommendations will be submitted by supplier based on senior input gathered from nutrition surveys to be included on menus.

A supplier's representative will make at least four (4) visits per year to the meal site to monitor food quality.

All records relevant to the contract must be maintained for three (3) years and three (3) months or until after a federal audit.

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In addition to the contract form, the supplier will need to furnish a completed Payee Information Profile (PIP) form and Payee Payment Preference Indicator (PPPI) form to the County.

The supplier will defend any suit against the program (including cost of litigation and attorney fees) alleging injury or property damage during the transporting of food or as a result of consumption of meals. The supplier shall maintain Workers Compensation Liability Insurance within North Carolina Statutory Limits and Employers Liability Limits of \$100,000.00 and Comprehensive General (Public) Liability coverage of \$500,000.00 a combined single limit for bodily injury and property damage. Copies of these policies shall be provided by the supplier prior to executing the signed contract and County of Montgomery shall be listed as the Certificate Holder.

The County requires copies of the supplier's past year sanitation reports from its county sanitation inspector and a letter from that inspector that states the food supplier has the capacity of handling 100 or more meals per day.

If both parties (Supplier and the County) agree, the contract can be extended for one year pending written agreement from the two parties and with no increase in per meal price.

The County will monitor the supplier's food preparation and transportation.

Suggestions by the County to replace equipment or make other changes will be seriously considered by the Supplier.

Thirty (30) days prior notice will be given to the supplier for the opening of a new site and/or the closing of current site. When such changes necessitate price fluctuations or when otherwise considered appropriate, the change may be made effective July 1 in accordance with a new contract year.

The County reserves the right to make unannounced inspections of food preparation sites, and all related equipment to examine food preparation methods and transporters for compliance with meal standards.

The County may terminate the contract if any of the conditions described herein are not met.

Any contract under this bid is null and void if funds are reduced or become unavailable.

Any contract under this bid may be canceled by the supplier with sixty (60) days written notice to the County.

ELDERLY NUTRITION PROGRAM, COUNTY OF MONTGOMERY
BID PRICE FORM -- MINIMUM OF 100 ORDERS EACH DAY

In compliance with the request for proposals, and subject to all of the specifications, conditions, and attachments thereto, the undersigned offers and agrees, if this bid proposal is accepted within forty-five days from the date of bid opening, to furnish the items quoted herein below at the unit price set forth and to make delivery as specified during the contract period.

**ESTIMATED TOTAL TWO YEAR PROJECT COST -- MINIMUM OF 100 ORDERS EACH DAY
(TO SERVE ENTIRE COUNTY)**

Program Congregate Food Cost

_____ meals X _____ (unit price) \$ _____
_____ meals X _____ (tax) \$ _____
TOTAL \$ _____

Program Home Delivered Food Cost

_____ Meals X _____ (unit price) \$ _____
_____ Meals X _____ (tax) \$ _____
TOTAL \$ _____

Performance Bond (100%) \$ _____

Name of Bidder _____

Address _____

Signature of Authorized Representative _____

Title _____ **Date** _____

ELDERLY NUTRITION PROGRAM, COUNTY OF MONTGOMERY
BID PRICE FORM -- MINIMUM OF 60 ORDERS EACH DAY

In compliance with the request for proposals, and subject to all of the specifications, conditions, and attachments thereto, the undersigned offers and agrees, if this bid proposal is accepted within forty-five days from the date of bid opening, to furnish the items quoted herein below at the unit price set forth and to make delivery as specified during the contract period.

**ESTIMATED TOTAL TWO YEAR PROJECT COST -- MINIMUM OF 60 ORDERS EACH DAY
(TO SERVE CENTRAL PART OF COUNTY PLUS EITHER EASTERN OR WESTERN PART)**

Program Congregate Food Cost

_____ meals X _____ (unit price) \$ _____
_____ meals X _____ (tax) \$ _____
TOTAL \$ _____

Program Home Delivered Food Cost

_____ Meals X _____ (unit price) \$ _____
_____ Meals X _____ (tax) \$ _____
TOTAL \$ _____

Performance Bond (100%) \$ _____

Name of Bidder _____

Address _____

Signature of Authorized Representative _____

Title _____ **Date** _____

ELDERLY NUTRITION PROGRAM, COUNTY OF MONTGOMERY
MANAGEMENT INFORMATION QUESTIONNAIRE

Bidder (Identify by Name): _____

1. Information on individuals who will be responsible for the daily management of the contract with the Program:

PRIMARY CONTACT:

Name _____

Title _____

Telephone _____

ALTERNATE CONTACT 1:

Name _____

Title _____

Telephone _____

ALTERNATE CONTACT 2:

Name _____

Title _____

Telephone _____

2. List qualifications of the business to perform the services requested for the Elderly Nutrition Program. Include at least three references we may contact for further information. Furthermore, indicate contact name and phone number for bank holding company's primary checking account.

3. At what facilities and for what programs are you currently providing food services? (Include name, address, and telephone number)

ELDERLY NUTRITION PROGRAM, COUNTY OF MONTGOMERY

Bidder (Identify by Name): _____

4. Describe the food carrier equipment and delivery vehicle(s) to be utilized in providing meals to each nutrition site. Include a description of bulk container capacity to maintain food at proper temperatures and under sanitary conditions.

5. Describe the type of hot cabinets/warming ovens to be provided at each congregate nutrition site to maintain temperatures of hot foods after delivery.

6. Describe the route to be utilized in making food deliveries to each nutrition site from your facility's kitchen. These deliveries should follow the time frame outlined in Schedule B.

7. Describe any other catering services that you would wish to provide to the Program. Would there be additional costs involved?

ELDERLY NUTRITION PROGRAM, COUNTY OF MONTGOMERY

Bidder (Identify by Name): _____

8. Please provide any other information that you feel is pertinent to this bid proposal.

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

10. Do you agree to keep detailed records of USDA commodity food purchases, if any, and utilize all USDA commodities which are allocated to the Program? (circle your response)

YES

NO

11. Please submit and attach the following items to this questionnaire:

- a. current certificate of insurance**
- b. proof of current sanitation grade rating**
- c. a 4 to 6 week menu with a nutritional analysis bearing the signature of a registered dietitian along with a copy of the dietitian's current credentials.**

12. If applicable, list any of the aforementioned specifications that the bidder cannot meet. Include explanation. Without a response, bid proposals will be evaluated with the understanding that the bidder will meet all specifications required in this packet.

The information included in this bid proposal is accurate and complete to the best of my knowledge.

Signature _____

Date _____

IMPORTANT: REMEMBER TO PROVIDE ALL ATTACHMENTS REQUESTED.