NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
PREPOSITIONING MASS FEEDING SERVICES

COUNTY COMMISSIONERS
JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
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NEW HANOVER COUNTY
REQUEST FOR PROPOSALS
PREPOSITIONING MASS FEEDING SERVICES

Proposals addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Drive, Suite 165, Wilmington, NC 28401 and marked “RFP- Prepositioning Mass Feeding Services” Friday, May 31, 2019 at 5:00 PM.

New Hanover County (NHC) seeks proposals for fixed-price pre-event/pre-negotiated disaster feeding service contracts. The contracts would be used to provide meals for disaster shelter locations and public safety/continuity of government locations (i.e. Emergency Operations Center, Emergency Communications Center, Fire Station(s), Law Enforcement site(s)).

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at http://www.nhcgov.com/business-nhc/bids.

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

Released: Monday, May 13, 2019
Section 2 – General Information

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, May 13, 2019</td>
<td>RFP issued.</td>
</tr>
<tr>
<td>Monday, May 20, 2019 @ 5:00 PM EST</td>
<td>Deadline for questions</td>
</tr>
<tr>
<td>Thursday, May 23, 2019</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Friday, May 31, 2019, 5:00 PM.</td>
<td>Deadline for receipt proposals</td>
</tr>
</tbody>
</table>

2.2 – Introduction

New Hanover County (NHC) seeks to solicit sealed proposals for fixed-price pre-event/pre-negotiated disaster feeding service contracts. The contracts would be used to provide meals for disaster shelter locations and public safety/continuity of government locations (i.e. Emergency Operations Center, Emergency Communications Center, Fire Station(s), Law Enforcement site(s)).

Acceptance by the County of any submittal to this Request for Proposals (RFP) shall not constitute or warrant a contract. The County is not responsible for the cost associated with preparing a proposal and/or participating in any interview that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County.

No retainer shall be paid in order to keep the Contract in effect.

2.3 – Insurance Requirements

Proposer shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL.

Proposer shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability (CUL) insurance with a limit of not less than $1,000,000 each accident. Proposer shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.
The Employer’s Liability, and if necessary, CUL insurance shall not be less than $5,000,000 each accident for bodily injury by accident, $5,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

2.4 – Questions

Questions concerning this solicitation should be directed to Lena Butler, Purchasing Supervisor at lbutler@nhcgov.com. Questions will be received until Monday, May 20, 2019 at 5:00 PM EST. An addendum summarizing all questions and answers will be posted to the County’s website no later than Thursday, May 23, 2019.

Proposers who have notified the County of their intent to submit a proposal along with the email address will be sent the addendum upon posting.

2.5 – Communication

Other than the contact detailed in Section 2.4-Site, Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County, other than the person listed in this section which is Lena Butler, Purchasing Supervisor. If any Proposer attempts any unauthorized communication, their proposal may be rejected.

2.6 – Intent to Submit

All Proposers who intend to submit a proposal on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFP; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective Proposers in the preparation of the response to this RFP are the responsibility of the Proposer and will not be reimbursed by The County.

2.8 – Proposal Submittal Deadline

Proposers are instructed to submit one (1) original and one (1) electronic copy on CD or USB. Please do not submit a protected electronic copy which can’t be copied. The electronic copy allows the information to be copied and distributed among the evaluation team.

Proposers are instructed to submit their Proposals in a sealed envelope clearly marked “RFP- Prepositioning Mass Feeding Services” and mail to:

New Hanover County
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403
No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be accepted.

2.9 – Authorized Signature
Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.

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

2.11 – Ownership of Documents
All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened and as such will not be returned to the Proposer.

2.12 – Trade Secret Confidentiality
Upon receipt of your proposal by New Hanover County, your proposal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your proposal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 – Withdrawal of Proposals
No proposal may be modified, withdrawn, or canceled by the Proposer for a period of ninety (90) days following the receipt of bids. Negligence or error on the part of any Proposer in preparing his proposal confers no right of withdrawal or modification after the proposals have been opened.

2.14 – Equal Opportunity
The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.
Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

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

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

2.17 - Addendum
The RFP package constitutes the entire set of instructions to the Proposer. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Proposers who notified the Purchasing Supervisor of their intent to submit a proposal and posted on the County’s website.

You may visit our website at http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx to check for the issuance of any addenda before submitting your proposal.

2.18 - Compliance with Proposal Requirements
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.19 – Federal Uniform Guidance
If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). (See Section 3 for Complete Details)
2.20 – Award
Any contract awarded from this solicitation will be awarded based on the Evaluation Factors detailed in this RFP. The County may also consider other factors such as past performance, financial stability, and availability of equipment and services in the consideration of award. A Proposer does not need to provide all of the services and/or supplies noted in order to submit a bid. The County may award several contacts using multiple Proposers to secure the supplies and/or services solicited.

2.21 - Execution of Agreement
The successful Proposer will be required to enter into a formal agreement that is consistent with the proposal requirements outlined within. The successful Proposer to whom the Contract is awarded by the County shall within 15 days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.

2.22 - Right to Reject Bids
New Hanover County reserves the right to accept or reject any or all proposals in response to this RFP.
Section 3– Federal Uniform Guidance

1. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub-grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. Equal Opportunity.
   2.1 During the performance of this contract, Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
   2.2 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
   2.3 Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   2.4 Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
   2.5 Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
   2.6 In the event of Proposer's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
   2.7 Proposer will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that
such provisions will be binding upon each subcontractor or vendor. Proposer will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Proposer may request the United States to enter into such litigation to protect the interests of the United States.

3. Proposer shall comply with the following additional federal provisions:

3.1 Davis Bacon Act and Copeland Anti-Kickback Act.

Proposer and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Proposer shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Proposer must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Proposer must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Proposer and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess
of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 **Withholding for unpaid wages and liquidated damages:** County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Proposer or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 **Subcontracts:** Proposer or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. **Patent Rights:** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Proposer agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Proposer’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Proposer agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Proposer agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

6.1 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Proposer agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Proposer agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6.5 Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment.

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Proposer is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

10. Access to Records. The following access to records requirements apply to this contract:

   10.1 Proposer agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   10.2 Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   10.3 Proposer agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

   10.4 Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

   10.5 Proposer will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

   10.6 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

   10.7 Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Proposer's actions pertaining to this bid.
Section 4– Statement of Needs

• Proposer(s) will be capable of and able to respond to feeding requests by telephone within one hour of receiving notification of need, and will be able to provide meals as outlined below within 12 hours of request. Coordination will occur with the Logistics Section Chief in the NHC Emergency Operations Center.

• Services will be provided based on a response to a wide range of emergencies and disasters to include, but not be limited to, hurricanes, earthquakes, severe weather, floods, wildfires, hazardous materials incidents, terror attacks, incidents involving weapons of mass destruction, biological and viral threats, fires/explosions, civil unrest, and other man-made or natural disasters.

• The Proposer(s) shall provide all labor, supervision, equipment, and supplies needed to support operations to include loading, unloading, transportation to deliver, set up if needed, technical advice to the locality, and reporting on all matters related to the contract.

• The Proposer(s) must have availability of a wide range of resources to support contract execution in possibly austere conditions, to include (and not be limited to) generators, fuel for generator(s).

• The Proposer(s) shall provide equipment, material, staffing, and any associated services with due diligence and rapid responsiveness for the duration of the emergency or until released by NHC.

• All products offered for delivery meet or exceed the requirements of the North Carolina Department of Agriculture and Consumer Services, Federal Institutional Meat Purchase Specifications, Federal Food, Drug, and Cosmetic Act, USDA nutrient standards, and the Federal Wholesome Meat Act. All provides awarded and delivered against this process shall be subject to inspection at the receiving destination for specification compliance.

• The contractor(s) shall extend any special sale prices or discounts immediately during the term of the contract activation. Such notice shall also advise the duration of the specific sale or discount price. Extra charges are not allowed, and the proposal price shall include any freight or installation charges.

• If used for meal service, the contractor(s) shall submit a certification in writing that all materials used in fabricating draperies or curtains are inherently flame retardant or have been treated to meet NFPA Standard 701 (latest version), large or small scale test.
- Pricing to include, but not limited to, resources noted below:

<table>
<thead>
<tr>
<th>Infant Commodities/Supplies</th>
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<tbody>
<tr>
<td>Powder formula (per case)</td>
<td>Infamil (or similar) per case</td>
</tr>
<tr>
<td>Special dietary needs powdered formula (per case)</td>
<td>Infamil – special dietary needs (per case)</td>
</tr>
<tr>
<td>Pedialite (per case)</td>
<td>Baby food/variety/jar (per case)</td>
</tr>
<tr>
<td>Baby bottles with liners per 100</td>
<td>“Junior” meals (toddler meal appropriate; allergen free options (no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish,)</td>
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<tr>
<th>Meals</th>
<th></th>
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<tbody>
<tr>
<td>Pre-packaged meals (i.e. or AKA MRE)</td>
<td></td>
</tr>
<tr>
<td>Pre-packaged food for breakfast (similar to an MRE) (per case)</td>
<td>Pre-packaged food for lunch (similar to an MRE) (per case)</td>
</tr>
<tr>
<td>Pre-packaged food for breakfast - Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
<td>Pre-packaged food for lunch - Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
</tr>
<tr>
<td>Pre-packaged food for dinner (similar to an MRE) (per case)</td>
<td>Pre-packaged food for dinner - Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
</tr>
<tr>
<td>Special dietary considerations – pre-packaged food for breakfast (per case); includes kosher, vegetarian, vegan, gluten-free, diabetic, low-salt, halal, etc...)</td>
<td>Special dietary considerations – pre-packaged food for lunch (per case); includes kosher, vegetarian, vegan, gluten-free, diabetic, low-salt, halal, etc...)</td>
</tr>
<tr>
<td>Special dietary considerations – pre-packaged food for dinner (per case); includes kosher, vegetarian, vegan, gluten-free, diabetic, low-salt, halal, etc...)</td>
<td>Snacks (allergen free options must be provided – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish)</td>
</tr>
<tr>
<td>Mid-Ration Bars (meal bar) <strong>standard diet</strong> (per case)</td>
<td>Mid-Ration Bars (meal bar) <strong>special dietary needs</strong> and allergen free options as noted above (per case)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other meal considerations</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Provision of pureed, soft, or alternate meals for access and functional need populations (per meal)</td>
<td></td>
</tr>
<tr>
<td>Water/Ice</td>
<td></td>
</tr>
<tr>
<td>Bottled drinking water 1 gallon</td>
<td>Bottled drinking water 20oz (per case)</td>
</tr>
<tr>
<td>Bottled drinking water 16.9oz (per case)</td>
<td>Bulk water – potable – tanker priced per gallon</td>
</tr>
<tr>
<td>Ice – 10# bag priced per pallet</td>
<td>Dry ice priced per industry pricing standard</td>
</tr>
</tbody>
</table>
### Meals prepared on site (hot and cold)

<table>
<thead>
<tr>
<th>Provision for hot breakfast (regular diet) per meal; Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</th>
<th>Provision for hot lunch (regular diet) per meal; Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision for hot dinner (regular diet) per meal; Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
<td>Provision for cold breakfast (regular diet) per meal; Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
</tr>
<tr>
<td>Provision for cold lunch (regular diet) per meal; Allergen free options – no peanuts, tree nuts, milk, eggs, fish, wheat, soybean, shellfish</td>
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</tr>
<tr>
<td>Provision for hot breakfast (Special dietary considerations includes kosher, vegetarian, vegan, gluten-free, diabetic, low-salt, halal, etc...) per meal</td>
<td>Provision for hot lunch (Special dietary considerations includes kosher, vegetarian, vegan, gluten-free, diabetic, low-salt, halal, etc...) per meal</td>
</tr>
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</tr>
</tbody>
</table>

### On site (i.e. shelter, etc...) set up needs

<table>
<thead>
<tr>
<th>Queue line markers</th>
<th>Disposable plates, cutlery, cups</th>
</tr>
</thead>
<tbody>
<tr>
<td>FoodSafe or proper food handling technique certification staff to serve food in the shelter environment</td>
<td>Ability to pack food for distribution at POD locations, fire stations, or LEO locations</td>
</tr>
</tbody>
</table>
Section 5– NHC Support

Upon contract activation, NHC will:

- Support the Proposer(s) job site inspection and ensure the Proposer(s) is aware of the conditions under which work must be accomplished.
- Integrate food distribution, where appropriate and where food is not being prepared and served at the emergency support site directly, into Point of Distribution plan activities.
- Provide trash and custodial service to the external food service area (contractor(s) is responsible for cleanliness of kitchen area, service staff, and service processes to meet or exceed Health Department standards, but NHC will provide trash pick-up).
Section 6– Proposal and Submission Requirements

Proposer’s proposals must show that they and any participants have provided similar services to those specified and at a minimum include:

1. Vendor name, location of office(s), and hours of operation
2. Brief history of operation and range of service capabilities
3. Name and resume of Account Manager, to include any services provided by the Account Manager such as site visits, consultation, problem/dispute resolution, and close out for invoices, shipments, etc...
4. No less than three (3) references including contact information and a brief description of the project service(s) provided.
5. Proposed work plan that includes the anticipated timeline for each element of the project.
6. Proposed not to exceed price for providing the outlined services, including travel expenses.
7. A viable continuity of operations plans to ensure that food service will continue until the contractor(s) is released or until an orderly and efficient transition to a successor occurs
8. Ability to offer a charge card (P-card) payment program.
Section 7– Selection Criteria

Selection will be based on:

1. Specific plans or methodology to be used in providing meals and time of delivery.
2. Demonstrated experience in providing the services described.
3. Outline of Company’s structure.
4. Proposer’s ability to provide and complete the tasks within the allotted timeframe.
5. Evidence of adequate staff capacity and capability to perform the tasks desired.
6. Evidence of having performed similar tasks in the past.
7. Positive and constructive reference reports.
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

The undersigned __________________________ certifies, to the best of his or her knowledge and belief, that:

(Proposer)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Proposer, __________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

__________________________
Date

__________________________
Signature of Proposer’s Authorized Official

__________________________
Printed Name and Title of Contractors Authorized Official
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Proposer/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Proposer/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Proposer/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Proposer/Contractor), ________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

______________________________  ________________________________
Date                               Signature of Proposer’s Authorized Official

______________________________
Printed Name and Title of Contractors Authorized Official