READVERTISEMENT

REQUEST FOR PROPOSALS

NUTRITION SERVICES

NEW HANOVER COUNTY SENIOR RESOURCE CENTER

RFP # 19-0391

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
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ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
REQUEST FOR PROPOSALS

NUTRITION SERVICES

NEW HANOVER COUNTY SENIOR RESOURCE CENTER

RFP # 19-0391

Sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “NUTRITION SERVICES-RFP # 19-0391” will be accepted until 2:00 P.M. EST, Wednesday, June 12, 2019.

New Hanover County (NHC) is accepting proposals for the Home Delivered and Congregate Nutrition Program. The program is currently in operation with meals being prepared in the Senior Center kitchen.

Proposers may request a pre-proposal tour of the Senior Resource Facility by sending an email to Ellen Connor, econnor@nhcgov.com. This tour is strictly optional which means it is not required in order to submit a proposal. Tours must be scheduled no later than Wednesday, May 29, 2019.

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 most advantageous to the County.

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

Reposted: Tuesday, May 21, 2019
Section 2  Information to Proposers

2.1 – Schedule

<table>
<thead>
<tr>
<th>ACTION</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>Tuesday, May 21, 2019</td>
</tr>
<tr>
<td>Request for Facility Tour</td>
<td>Must be scheduled No Later Than Wednesday, May 29, 2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Friday, May 31, 2019 @ 5:00 PM EST</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>No Later Than Wednesday, June 5, 2019</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>Wednesday, June 12, 2019 @ 2:00 PM EST</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>August 1, 2019</td>
</tr>
</tbody>
</table>

2.2 – Preparation of Proposal

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. All prices and notations shall be written in ink or typed. Changes or corrections made in the proposal must be initialed by the individual signing the proposal. **PROPOSALS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

2.3 – Submission of Proposal

The proposer should submit a list of at least three customers who are currently using the product that is being proposed to New Hanover County. The list should include contact information for each of the references. Submit the proposal with any attachments in a sealed envelope properly marked “**RFP # 19-0391-NUTRITION SERVICES**” and addressed to:

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

2.3.1 Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Lena Butler, Purchasing Supervisor by emailing lbutler@nhcgov.com. All questions concerning this proposal shall reference the section number and paragraph. Questions and responses affecting the scope of the services will be provided to Proposers by issuance of an Addendum. All questions shall be received no later than **5:00 P.M., EST, Friday, May 31, 2019.**

2.3.2 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. If any Proposer attempts any unauthorized communication, the proposal will be rejected.
2.3.3  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 the WebEx information as well as any addenda issued for this RFP; if applicable.

2.4 – Pre-Proposal Tour

Proposers may request a pre-proposal tour of the Senior Resource Facility by sending an email to Ellen Connor, econnor@nhcgov.com. This tour is strictly optional which means it is not required in order to submit a proposal. Tours must be scheduled no later than Wednesday, May 29, 2019.

2.5 - Cost of Preparation of Response

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

2.6 - Execution of Agreement

The successful Proposer will be required to enter into a formal agreement that is consistent with the RFP 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 forms from the County, sign and deliver to the County all required copies of said Agreement.

2.7 - 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.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so will result in your Proposal being disqualified.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the
selection process, and to any outside consultant or other third parties who assist the County in
the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the
County and each of its officers, employees, and agents from all costs, damages, and expenses
incurred in connection with refusing to disclose any material, which the Proposer has
designated as a trade secret.

2.8 - Withdrawal of Proposals

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

2.9 - Late Proposals

Late proposals will not be accepted. It is the responsibility of the Proposer to have their proposal
in the office specified in the Advertisement for Bids by the time and date of the opening.

2.10 - 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 contractors, minority contractors,
physically handicapped contractors, and women contractors to submit proposals in response to
this RFP.

2.11 - 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 Provider hereunder, resulting from the negligence
of or the willful act or omission of the Contractor, his agents, employees and subcontractors.
2.12 – 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.

2.13 - Insurance
Before commencing any work, the Contractor shall procure insurance in the Contractor’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance

2.13.1 Commercial General Liability (CGL)

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

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

2.13.1.3 The County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20-10 and CG 20-37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the contractor, premises owned, leased or used by the contractor, and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to The County, its officers, officials, agents, and employees.

2.13.1.4 The Contractors CGL insurance shall be primary as respects The County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor’s insurance.
2.13.2 **Workers Compensation and Employers Liability Insurance**

2.13.2.1 Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

2.13.2.2 Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 for each accident for bodily injury by accident, $500,000 for each employee for bodily injury by disease, and $500,000 policy limit.

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

2.13.3 **Business Auto Liability**

2.13.3.1 Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

2.13.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

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

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

2.14 - **Addendum**

The proposal package constitutes the entire set of instructions to the Provider. 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 are listed with the Finance Office and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), call Lena Butler at (910) 798-7190, or email lbutler@nhcgov.com or call Tamara Matthews at (910) 798-7402 or email tmatthews@nhcgov.com to check for the issuance of any addenda before submitting your bid proposal.

2.15 - **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/proposal.
2.16 - Successful Proposer

The Successful Proposer who is not currently set up as a vendor in the County’s Financial System will be required to visit the County’s website at https://mss.nhcgov.com/VSS/Vendors/default.aspx to register as a vendor. Vendors are not required to be registered in order to submit a proposal.

2.17 – 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).

2.18 - Right To Reject Proposals

New Hanover County reserves the right to accept or reject any or all proposals and to make the award which will be most advantageous to the County.
REQUEST FOR PROPOSALS

NUTRITION SERVICES

NEW HANOVER COUNTY SENIOR RESOURCE CENTER

RFP # 19-0391

NUTRITION SERVICES UNDER HOME AND COMMUNITY CARE BLOCK GRANT

3.0 General

3.1 New Hanover County (NHC) is accepting proposals for the Home Delivered and Congregate Nutrition Program. The program is currently in operation with meals being prepared in the Senior Center kitchen by NEE Inc. The current price per meal including sales tax is $3.34. Do Not Include sales tax in your bid price. The County is not exempt from NC Sales and Use Tax and will pay when invoiced by the vendor.

3.2 The program is aimed at providing fresh nutritious meals to older adults whose health ranges from good to frail. Meals are to be of quality in taste, appearance, variety and meet 1/3 of the Recommend Dietary Allowance. Meals are served in nutrition sites and in the homes of eligible homebound seniors. Meals are served five (5) days per week. In order to meet the goal of providing nutritious meals, the County requests on-site preparation and fresh food rather than processed foods.

3.3 Food will be prepared in accordance with all NHC Health Department requirements .2609 (h) (1), (2), (3), (4) to meet the Time as a Public Health Control (TPHC) standards.

3.4 The program currently serves approximately 440 meals a day.

3.5 Dates of the contract are August 1, 2019 to July 31, 2020 with service to commence July 1, 2019. The Contract is contingent upon receipt of grant funding; any reduction or withdrawal of funding shall constitute grounds for County to reduce or cancel the contract.
3.6 This contract may be renewed for four (4) additional one year periods. Any rate adjustments established for the second, third, fourth, or fifth year will be effective July 1 of the renewal period.
Section 4  Technical Specifications

4.1 SCOPE OF WORK

A. Proposers will purchase, prepare and deliver fresh food in bulk to designated Senior Resource Center (SRC). County will provide volunteers to package home delivered meals and congregate meals. Proposers will prepare and package meals at the SRC for transport to offsite locations.

It is anticipated that approximately 440 meals per day will be prepared Monday through Friday, except for the holidays listed below when the Center is closed due to federal, state or local government directives, weather conditions, or any other cause not within the exercise of reasonable diligence:

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

Proposers shall base their bid on the average of 440 meals per day @ 250 days. County will notify successful proposer at the beginning of each fiscal year of the specific dates holidays will be observed.

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

C. The established time for serving meals is 9:00 AM - 12:30 PM. Provider shall furnish adequate staff to ensure that these times are adhered to.
D. Provider shall provide Shelf Stable Meals for emergency/disaster events when the Senior Resource Center will be closed and in collaboration with the weekend Meals on Wheels program when the Senior Resource Center is closed due to scheduled weekday holidays.

Provider shall maintain a two-day supply of stable meals on location for such emergencies and shall have access to additional shelf stable supplies if needed by the SRC or weekend meals on wheels for extended emergencies. In the event meals are not needed for an emergency, meals can be used in regular rotation to prevent outdated shelf stable meals.

Provider shall provide frozen meals in collaboration with the weekend meals on wheels’ program when the SRC is closed for holidays.

4.2 PREPARATION, QUALITY AND MENU PLANNING

A. Provider shall collaborate with Nutritionist/Program Manager and follow meal patterns with portion sizes for food items as required by the North Carolina Division of Aging Nutrition Standards, and shall prepare foods in accordance with the U.S. Department of Agriculture's (www.usda.gov) specifications for food quality. In addition to the Older Americans Act nutrition standards, the SRC is requiring 80% of the monthly menu be 1000 mg of sodium or less. Proposers are encouraged to incorporate a variety of appealing menu items and heart health and diabetic friendly menus in the rotation. Provider shall secure required nutritional approvals by a Registered Dietician (RD). Menus will be approved by SRC nutritionist prior to delivering to RD for approval.

Provider shall develop menus that follow the Dietary Guidelines for Americans which promote a healthy eating pattern that limits saturated fats and trans fats, added sugars and sodium. However, should incorporate healthy favoring for taste. The menus shall provide the recommended one-third dietary allowances (RDA) for the one meal. Each meal shall provide at least:

- 700 calories
- Meat/meat alternative with no less than 21 grams protein
• Breads and grains – two servings whole grain/enriched grains, with at least one serving being whole grain
• Vegetables – at least one serving per day, no juice allowed
• Fruits – at least one serving per day, no juice allowed
• Vitamin C rich foods must be served at least twice a week
• Fresh fruit at least once a week
• Fats – no more than 30% total calories per meal
• Dairy – no less than 400 mg of calcium from combined menu items
• Sodium – at least 80% of meals shall contain no more than 1000 mg sodium; the remainder 20% of meals shall have no more than 1300 mg sodium.

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B. All menus must be approved by and prepared in accordance with NHC Environmental Health and Time as a Public Health Control (TPHC) standard.

C. Provider must serve each meal on the certified signed menu. Any deviation from the certified menu, including last minute changes, are considered food substitutions and must be documented by a menu change form and the specific food substitution listed shall be nutritionally analyzed and approved by the person responsible for menu review (registered dietician) to ensure meals meet one third of the daily Recommended Dietary Allowances (http://fnic.nal.usda.gov/dietary-guidance/dietary-reference-intakes/dri-tables). The menu change form must be dated and signed by the person authorizing the change, Nutritionist.

D. The Menu Change Form must be completed for all substitutions and on file with the approved menu within ninety (90) days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Meals with substitutions not approved in this manner are not eligible for reimbursement and shall not be paid for by the County. It is recommended by County that Contractor anticipate possible changes and have a list of approved items on file that can be used. Change forms shall be kept on file with the certified menu for audit.
E. Any meal that does not meet one-third of the daily Recommended Dietary Allowances, or meals over 1000 mg of sodium that exceed 80% of the menu, or does not match the menu and no approved Menu Change Order form is on file or is determined not to meet requirements for a reportable unit of service as specified by the North Carolina Division of Aging Nutrition Standards [www.ncdhhs.gov/aging/svcstd/nutrition.pdf](http://www.ncdhhs.gov/aging/svcstd/nutrition.pdf), or reimbursement or USDA entitlement, shall not be paid for by New Hanover County and the contractor shall bare responsibility for the total non-reimbursable unit cost per meal; this amount will be deducted from the monthly invoice of the contractor. The total reimbursable unit cost is the amount reimbursed by the state to the County per each meal served. Total reimbursable costs include meal costs, administrative costs, and operation costs. During monitoring visits made by the State or Area Agency on Aging, any meals determined by the State to be non-reportable units that have previously been paid, the County will credit the amount against the next payment due to the Provider and pay the net amount.

F. **PROPOSER SHALL SUBMIT** detailed menus with bid proposal. Detailed menus shall include information related to food preparation per TPHC standards (i.e. recipes, preparation approach frozen, fresh, food item analysis, number of personnel involved, and the setup of the kitchen) as well as schedule and number of deliveries per week as well as storage plans. *(Exception: Only one set of recipes to be submitted with the original proposal, in a sealed envelope marked “CONFIDENTIAL.” This shall be in the form of a detailed narrative.)* If the proposer foresees any problem with the set-up of the kitchen, these problems should be addressed as well as the proposer’s solutions to correct these problems.

G. All menus must be approved by the SRC Nutritionist/Program Manager at the beginning of each quarter cycle prior to a Registered Dietician approval. All menus must meet the Health Department’s TPHC standards.

H. **Proposer shall prepare proposal based on a quarter rotation menu provided.** Menus are a representation of the serving and portion...
Shall Comply Can’t Comply

sizes, as well as variety. In addition, each meal should have (3) hot items as the norm even if the sample menus do not represent three (3) hot items and/or (3) cold items. Proposer shall take these clarifications into consideration when figuring their meal costs.

I. Provider shall develop and prepare quarterly menus in conjunction with the County staff. Provider shall secure required nutritional approvals by a Registered Dietician (RD).

The RD who approves the menus must also complete the menu review form. The County shall receive approved menus from the Provider two weeks prior to the next quarter implementation.

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

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

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

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

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

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

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

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<td>O.</td>
<td>Provider will provide a serving guide (quarterly) and menus to the nutrition site. The serving guide should itemize each day's menus and the utensils to be used in the serving of meals.</td>
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<td>P.</td>
<td>Provider will upon request assist the County in the case of a disaster declared by the President of the United States and/or State of Emergency.</td>
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<td>Q.</td>
<td>Provider will train Nutrition Site staff and volunteers in correct usage of utensils, measuring of foods, and serving procedures. This training is to be held at the beginning of each contract year and periodically as needed. Provider will make a sample tray on each day to provide a visual for appropriate portions and presentation of meal.</td>
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<td>R.</td>
<td>Provider shall prepare quarterly menus in collaboration with Nutritionist. Provider shall also consider client feedback based on comments and surveys. It is the Provider’s responsibility to secure menu approval by an individual who meets license requirements as specified in NC General Statutes - Chapter 90 Article 25. <a href="">ftp://www.ncleg.net/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_90/Article_25.PDF</a>.</td>
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<td>S.</td>
<td>Provider shall prepare a nutritional analysis sheet for each day’s menu. This same individual must complete the menu review form. Menu approvals shall be indicated by an original signature on each page of the menu and on the Menu Review form. The Menu Review form is attached as part of the bid proposal (Attachment B). County shall receive approved menus from Provider two weeks prior to implementation.</td>
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<td>T.</td>
<td>Provider shall also provide meals to be used for the Frozen Meals Program (FMP). The FMP provides a supply of meals for eligible clients who are on the home delivered meals program. The SRC provides a commercial blast freezer to process and package extra meals that are prepared as part of the regular menu and delivered by home delivered meals volunteer drivers. Provider must label frozen meals per Environmental Health standards.</td>
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4.3 SANITATION, HEALTH AND HOUSEKEEPING

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

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

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

D. The Provider shall examine all food handlers visibly, at least daily, to ensure that they are following established hygiene practices in the handling of food:

D.1 Bathing daily.
D.2 Keeping fingernails short and clean with not extensive decor on nails (such as polish, glitter, etc.)
D.3 Removing all jewelry, wristwatches and rings, except plain wedding bands, during the preparation and service of food.
D.4 Washing hands with warm water and soap upon reporting for duty, after each visit to the rest room, and after handling raw meat, fish or fowl. Gloves shall be used for hands-on preparation and serving of food.

E. It will be the Provider’s responsibility to comply with all rules in General Statute 130A in the operation of the kitchen at the Senior Resource Center. Provider shall maintain adequate staff with Food Safety and Sanitation certification to ensure a certified person is onsite during all hours of meal preparation and service.

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

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

H. Trash pickup from the dumpster will be provided and paid for by County, but Provider is responsible for keeping refuse area clean, in order, washed with a disinfectant solution as needed.

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

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

L. Dry sweeping is prohibited during food preparation.

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

N. Contractor will descale Cleveland Gemini steamer monthly following recommended procedures of Cleveland manufacturer.

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

4.4 RESPONSIBILITIES

A. The Provider will maintain an adequate staff of its employees on duty at the County's kitchen and provide such expertise as needed (e.g., administrative, dietetic, purchasing and equipment consultation, personnel advice and supervision).

B. The Provider will assign for duty at the County only employees acceptable to the County. Assignment of kitchen manager must be approved by the County and no change in kitchen manager will be made without the prior consultation and consent of the County. The County will also be consulted and advised prior to changing personnel at lower levels.

C. Employees of the Provider shall be suitable by reason of training, appearance, and habits for working on County's premises. Employees shall be subject to dismissal for conduct considered by the County to
be undesirable. Provider and its employees working on site shall adhere to NHC’s shared values (Professional, Integrity, Stewardship, Innovation, and Accountability).

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<tr>
<th>Shall Comply</th>
<th>Can’t Comply</th>
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D. County prefers that Provider’s personnel serving in capacities below the position of Kitchen Manager wear uniforms.

E. The County reserves the right to require the replacement of any management personnel or staff because of operating difficulties determined to be the result of inferior on-site management.

F. Provider must provide sufficient personnel to ensure prompt successful completion of contract requirements and must have adequately trained relief personnel to substitute for absent regular employees. Everything behind the wall is the contractor’s area. Volunteers are not part of cooking and meal preparations. Volunteers do serve the congregate meals. The home-delivered meals are packed and delivered from the Senior Center.

G. The Provider must schedule and conduct an on-going employee training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitation. The Provider shall include the volunteers and nutrition staff in the employee training program. The Provider shall maintain staff with Food Safety and Sanitation certification.

H. The Provider shall provide serving and packaging of food training to volunteer and paid staff located at the County's Senior Center at the beginning of the fiscal year and provide a follow-up training session during the course of the year.

I. Providers are cautioned that a rigid, centralized, management concept which defers its decisions to a regional or national office will not be tolerated.

J. The Provider will have and utilize standard recipes. Cooks and bakers will be required to follow standardized recipes for all production items.
K. Provider must conduct an evaluation, approved by County, for determining the satisfaction of congregate and home delivered meal participants at least twice a year. The Provider shall take affirmative action on all reasonable requests referred to him/her by the County.

L. The Provider will provide an adequate inventory level of expendable equipment items such as pots, pan and kitchenware; expendable equipment shall meet NSF Standards. The following kitchen equipment belongs to the current contractor and is not the property of the County and will need to be replaced if the existing contractor is not awarded the bid:

- Chopper
- Can Opener
- Grinder
- Coffee Brewers
- Pots & pans
- Utility Cart
- Slicer
- Equipment to seal meal trays
- Utensils
- Mops & Brooms

M. The County handles spraying for pest control. The kitchen is sprayed monthly. Provider should notify County if a problem is observed that needs additional attention.

N. The County shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment owned by the County.

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

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

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

<table>
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<tr>
<th>Shall Comply</th>
<th>Can’t Comply</th>
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</table>

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

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

Equipment presently installed:
- Large Work Tables
- Shelving
- Oven (Double) Convection (2)
- Stove and Standard Oven (10 burner)
- Sinks
- Walk in Cooler /Freezer
- (2) door warmer
- Free Standing Freezer
- Free Standing Refrigerator
- Ice Machine
- Steam Table
- Steamer (Double)
- Blast Freezer
- Ice dispenser

R.2 Facilities defined as:
- R.2.1 Senior Center Kitchen area
- R.2.2 Sanitary toilet facilities for the Contractor's employees

R.3 The County provides the small insulated home delivery transport bags/carriers that the individual meals for home delivered meals are packed in.

S. The County will provide trash and garbage removal from dumpster, and recyclable service containers provided.
T. All utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the County. The County shall not guarantee, however an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The County shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

U. Provider shall provide evidence of “all risk” coverage for food & supplies stored at the New Hanover County Senior Center.

4.5 DELIVERY OF FOOD TO SERVING LINE

A. Provider shall have food ready to serve between 9:00 a.m. and 12:30 p.m. at the Senior Center. Prepared foods shall maintain temperatures of at least 160 degrees, or higher, for hot foods and not more than 38 degrees for cold foods. Batch cooking of vegetables is required for quality and nutrition.

B. Provider will notify the Senior Resource Center Nutritionist when Provider knows ahead of time that all or some portion of the meals cannot be delivered at the designated time.

The County shall not be obligated to pay for spoiled, deleted or damaged food or for food that is not delivered between the hours of 9:00 a.m. and 12:30 and the site manager may refuse to accept food items unfit for the above reasons.

C. Provider will provide disposable service ware for congregate meals and home delivered meals as specified below. Provider will replace at its sole expense all broken, lost or otherwise damaged utensils, service ware, or containers.
D. Providers shall submit samples of their proposed packaging:
Minimum packing quality shall include

D.1 Congregate Meals

D.1.1 Heavy-duty plastic knives, forks, spoons, napkins, straws;
D.1.2 High quality 5-section Styrofoam plates;
D.1.3 Eight (8) ounce Styrofoam juice cups;
D.1.4 Eight (8) ounce Styrofoam bowl (when dictated by menu);
E.1.5 Salt, pepper (in bulk), sugar, sugar substitutes (packaged) and other condiments (packaged) as appropriate to the meal;
D.1.6 Serving scoops (two #8 size), ladle, serving spoons, knife, spatula;
D.1.7 Thermometer, disposable aprons and gloves, hairnets, beard guards, heavy-duty garbage can liners;
D.1.8 Food warmers, steam tables, at each nutrition site, if necessary, to keep all hot items at proper temperature.
D.1.9 Approved trivet to protect counter from hot foods.

D.2 Home Delivered Meals

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

<p>| | |</p>
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<tbody>
<tr>
<td>Length</td>
<td>8.635”</td>
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<tr>
<td>Width</td>
<td>6.5”</td>
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<tr>
<td>Vertical Height</td>
<td>1.5”</td>
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</table>

Trays must fit into food transporter provided by the project.

D.2.2 Six (6) ounce squat Styrofoam cups with lids;
D.2.3 Condiments (packaged) as appropriate to the meal;
D.2.4 Sterno racks and sterno to keep foods to temperature while packing mobile meals (if needed)

Shall Comply

Can’t Comply

4.6. PAYMENT AND RECORD KEEPING

_____ _____ A. Provider shall submit monthly bills to SRC Nutritionist. Provider shall maintain books and records for accountability and audit purposes for a period of not less than three (3) years from the date of the expiration of this contract. Contractor agrees to allow the SRC Nutritionist or a representative of the Cape Fear Council of Governments, or their respective designees, to review Contractor’s food purchasing records at any time during normal business hours. Invoices must be received by the 5th day of the following month.

_____ _____ B. The project is currently reimbursed under the Older Americans Nutrition Project administered by the USDA at the rate of .75 cents. If meals fail to meet minimum standards, the project will not be reimbursed. To the extent the minimum standard is not met through any actions or inactions of Contractor, and the project is not reimbursed, Contractor agrees to reimburse the project at the rate of .75 cents per meal or such other rate as may be established by the USDA.

_____ _____ C. County shall not be obligated to pay for any meal if proper notice of cancellation has been given by notifying Provider by 4:00PM prior to the date of delivery.

_____ _____ D. Provider shall maintain daily temperature logs.
## Section 5  NHC Nutrition Site Information

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Average # MEALS</th>
<th>Average # MEALS</th>
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</thead>
<tbody>
<tr>
<td>SENIOR CENTER NUTRITION SITE</td>
<td>80</td>
<td>360</td>
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<tr>
<td>2222 South College Road</td>
<td></td>
<td></td>
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<tr>
<td>Wilmington, North Carolina</td>
<td></td>
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<tr>
<td>Site Manager:</td>
<td></td>
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<tr>
<td>Phone: 798-6400</td>
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</tbody>
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**TOTAL EACH**

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<tr>
<th></th>
<th>Average # MEALS</th>
<th>Average # MEALS</th>
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<tbody>
<tr>
<td></td>
<td>80</td>
<td>360</td>
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</table>

**COMBINED DAILY TOTAL**

|                  |                 | 440             |
Section 6  Food Quality Standards

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**FOOD QUALITY STANDARDS AS PER:**


2) NC Division of Health and Human Services: [www.ncdhhs.gov/aging/svcstd/nutrition.pdf](http://www.ncdhhs.gov/aging/svcstd/nutrition.pdf)

*Fresh foods are preferred. Processed foods high in sodium are not to be used. Processed foods in general are discouraged.*

**Food Quality Standards**

**Meat:**

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

*Meat selections must be such that sodium intake for meal is no more than 1300 milligrams and the SRC is requiring 80% of the monthly menu be 1000 mg of sodium or less.*

Beef, Lamb, Veal – Grade USDA Choice
Poultry – USDA Grade A
Pork – Grade US No. 1
Beef – Ground USDA Choice – no less than 80% lean, 20% fat, no textured vegetable protein
Eggs – USDA Grade A
Franks – All beef, 4 oz each, no color casing; served no more than one time per month
Fish – Packed under continuous USDA Grade A

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

**Vegetables:**

Canned and Frozen: US Grade A, # 1
Fresh: US # 1

**Fruits:**

Canned and Frozen: US Grad A, # 1
Fresh Fruits: US Fancy
No fruit or vegetable juice with the exception as part of shelf stable meal.

**Dairy:**

**In meal preparation**
Milk, fluid, pasteurized, Grade A, Vitamin A and D added, whole, 2%, skim
Margarine/Butter
Cheese – no imitation

**Single Serve**
Grade A pasteurized, Grade A, Vitamin A and Vitamin D added, 2% milk fat, plain and/or chocolate
Margarine or Butter, single serve individual covered chip.
Section 7  Menu Items & Sample Menu

Menu Items

Recipes that will be required in the production of the meals as well as detailed menus must be included with bid.

Examples of menu options are listed below.

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

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<tr>
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<tr>
<td>Meatloaf</td>
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<td>Hamburger Steak</td>
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<tr>
<td>Meatballs with Marinara Sauce</td>
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<tr>
<td>Shepherd’s Pie</td>
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<tr>
<td>Chicken Piccata</td>
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<tr>
<td>Chicken Cordon Bleu</td>
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<tr>
<td>Rosemary Baked Chicken</td>
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<tr>
<td>Chicken and Dumplings</td>
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<tr>
<td>Chicken and Rice Bake</td>
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<tr>
<td>Pulled Pork BBQ</td>
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<tr>
<td>Pork Marsala</td>
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<tr>
<td>Pork with Mushroom Sauce</td>
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<tr>
<td>Baked Lemon Pepper Fish</td>
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<tr>
<td>Tuna Casserole</td>
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<tr>
<td>Fish Filet</td>
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<tr>
<td>Vegetable Lasagna</td>
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Sodium content in all recipes will be such that the total amount of sodium per meal is no more than 1000 milligram for 80% of the monthly menu and the remaining 20% of the menu shall not exceed 1300 milligrams of sodium.

**Processed foods high in sodium are not to be used.**

Shelf Stable meals requirements: Shelf stable meals should be a good source of protein and not exceed 1300 mg of sodium. Examples are: canned (chicken or tuna), crackers, mayo/relish packet, low sodium tomato juice, shelf stable milk, fruit cup and graham cracker or similar components to meet grant meal guidelines.
Sample Monthly Menu: Providers are encouraged to be innovative in healthy menu options

| 4 | Chicken Teriyaki  
| 5 | Smoked Sausage  
| 6 | Pork Marsala  
| 7 | Stuffed Cordon  
| 8 | Swedish Meatballs  
| 9 |  
| 10 |  
| 11 | Chicken Rice Bake  
| 12 | Vegetable Beef  
| 13 | Chicken Salad  
| 14 | Baked Lemon Pepper Fish  
| 15 | Beef Chili w/ Beans  
| 16 |  
| 17 |  
| 18 | Pork Cutlet w/ Gravy  
| 19 | Baked Chicken w/ Mushroom Gravy  
| 20 | Shepard’s Pie  
| 21 | Vegetable Lasagna  
| 22 | Chicken Pot Pie  
| 23 |  
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Chicken Asian Veggies  
Brown Rice  
Vanilla Pudding  
Mandarin Oranges  
Roll  
Milk 2%  

Smoked Sausage Peppers and Onions White Rice Hot Dog Bun  
Milk 2%  

Pork Marsala Seasoned Carrots Orzo w/Tomatoes, Spin-ach, Parm Cheese Wheat Roll Baked Apples  
Milk 2%  

Stuffed Cordon Bleu Chicken Breast Rice Pilaf Mixed Veggies Roll Fruit Salad  
Margarine Milk 2%  

Swedish Meatballs Buttered Egg Noodles Peas & Carrots Hot Spiced Fruit Wheat Roll  
Margarine Milk 2%  

Chicken Rice Bake Seasoned Green Beans Glazed Carrots Wheat Roll Baked Apples  
Margarine Milk 2%  

Vegetable Beef Soup Green Salad Grilled Swiss Cheese Saltines Dressing Jello  
Milk 2%  

Chicken Salad Lettuce & Tomato Potato Salad Whole Wheat Bread Chips Mandarin Oranges  
Milk 2%  

Baked Lemon Pepper Fish Mixed Veggies Banana Fruit Cobbler Roll Margarine  
Milk 2%  

Baked Chicken w/ Mushroom Gravy Broccoli Au Gratin Mashed Potatoes Chilled Pears Wheat Roll  
Margarine Milk 2%  

Shepard’s Pie Lima Beans Berry Cobbler Wheat Roll  
Chocolate Pudding Breadstick  
Margarine Milk 2%  

Lima Beans Green Salad Pears Biscuit Blueberry Crisp  
Margarine Milk 2%  

White Rice Applesauce Roll Margarine Milk 2%  

Page 30 of 73
<table>
<thead>
<tr>
<th>25</th>
<th>26</th>
<th>27</th>
<th>28</th>
<th>29</th>
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</thead>
<tbody>
<tr>
<td>Chicken Alfredo w/ Fettuccini</td>
<td>Baked Pork Chop Potato Au Gratin</td>
<td>Mexican Fiesta Casserole Fiesta Corn Tropical Fruit Cornbread Cinnamon Roll Milk 2%</td>
<td>Rosemary Baked Chicken Mashed Red Skinned Potatoes Green Peas &amp; Onions Brownie Roll Margarine Milk 2%</td>
<td>Meatballs w/Marinara Sauce Whole Wheat Pasta Green Salad Breadstick Dressing Milk 2%</td>
</tr>
<tr>
<td>Steamed Broccoli</td>
<td>Steamed Cabbage Applesauce</td>
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<tr>
<td>Caesar Salad</td>
<td>Wheat Roll</td>
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<tr>
<td>Chocolate Brownie Breadstick</td>
<td>Margarine</td>
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<tr>
<td>100% Fruit Juice</td>
<td>Milk 2%</td>
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</table>
Section 8 Forms

1. Letter of Transmittal
2. Exception Form, if any exceptions are taken to the RFP
3. Code of Conduct
4. Management Questionnaire
5. E-Verify
6. Financial Integrity Form
7. Nutrition Program Provider’s Food Policies
8. No Overdue Taxes Form
9. Certification Regarding Lobbying
10. Certification Regarding Debarment, Suspension
LETTER OF TRANSMITTAL

Agency: _________________________________________________________________
Legal Name
_____________________________________________
Street Address
__________________________________________________________________
City State Zip Code
__________________________________________________________________
Phone
_____________________________________
Name of Executive Director
Indicate primary persons and their titles that will be associated with the proposal:
______________________________________
______________________________________
Grants Manager:
________________________________________________________________
I hereby Certify that I have read and understood and will abide by all the terms of the Home &
Community Care Block Grant proposal process:
___________________________________
Signature
___________________________________
Date
EXCEPTION FORM

Any exception to the bid shall be listed on this page. Attach additional pages if necessary. Include any “Cannot Comply” responses.
CODE OF CONDUCT

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

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

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

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

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

____________________________________
Name of Authorized Officer

____________________________________
Signature

____________________________________
Title

____________________________________
Date
Management Questionnaire

Bidding Agency:
Legal Name: ____________________________________________________

Address: ________________________________________________________

City: __________________________ State: ___________ Zip Code: __________

Phone: __________________________ FAX: ____________________________

Email: __________________________________________________________

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

_____ State  _____ City  _____ School
_____ Private, non-profit  _____ Profit  _____ Other (Specify)
_____ Minority owned and operated  _____ County

The following items have been approved and adopted by the agency’s governing body:

<table>
<thead>
<tr>
<th>Written Personnel Policies</th>
<th>YES</th>
<th>NO</th>
<th>Date Adopted and/or Last Date Reviewed</th>
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</thead>
<tbody>
<tr>
<td>Staff Job Descriptions (relevant to this service only)</td>
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<tr>
<td>Affirmative Action Plan</td>
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<tr>
<td>EEO Policy</td>
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Agency has existed for ________ years providing food services.

Have you ever received lower than “A” rating on Health Inspection _____ No _____ Yes (when and why)

Provide background Checks on all Company Principals.

Please type the names of the positions listed below:

General Manager: ____________________________________________________

Food Manager: ____________________________________________________

Accounting Dept. Contact Person: ______________________________________

Dietician/Nutrition: ___________________________ Registration # ________

Phone: __________________________ Email ____________________________

__________________________ __________________________ _____________
Signature Position/Title Date
STATE OF __________________________

AFFIDAVIT

COUNTY OF ________________________

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

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

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

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

This ___ day of _____________, 2019.

Signature of Affiant

Print or Type Name: __________________________

State of ________________________________

County of _____________________________

Signed and sworn to (or affirmed) before me, this the _____ day of _________________, 2019.

My Commission Expires:

Notary Public ___________________________

(Affix Official/Notarial)
Financial Integrity Form

Name of Company: ____________________________________________________________

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

Bank References
(List Bank References including account number)

Other Information
Attest Verification: (provide documentation)

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

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

______ no  _______yes  If “yes”, please attach details.

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

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

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

Dun & Bradstreet Number ________________

Signed: ________________________________ Date: __________________

Name and Title of Person Signing: ____________________________________
SHORTAGE(S) OF FOODSTUFFS

MINIMUM TEMPERATURE FOR FOODSTUFFS

SPOILAGE

1. Burned/Overcooked foodstuffs

2. Foreign Matter in foodstuffs

3. Sanitation Procedures

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

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

2. Description of delivery equipment.

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

USDA FOOD QUALITY STANDARDS

Signature: ________________________________

Title: ________________________________

Date: ________________________________
NO OVERDUE TAXES

(To be submitted with the proposal)

Instructions: Use company letterhead. All documents requiring the signature of the authorized representative for the Service Provider must be an original signature and the same representative must sign each copy of the Overdue Tax Letter, Conflict of Interest and Contract.

To: New Hanover County

Certification:

We certify that __________________________ does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

I, ___________________________ being duly sworn, say that I am the Authorized Official ___________________________ of ___________________________; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

__________________________
Authorized Official

(Signature must be the same as the person signing the contract) G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."
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:

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 Bidder, __________________, 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 Bidder’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 (Bidder/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 Bidder/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 (Bidder/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 (Bidder/Contractor), __________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

__________________________
Date

__________________________
Signature of Bidder’s Authorized Official

__________________________
Printed Name and Title of Contractors Authorized Official

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ATTACHMENT A

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, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder 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. Bidder 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 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.3 Bidder 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 Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.4 Bidder 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 Bidder 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 Bidder'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 Bidder 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 Bidder 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. Bidder 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 Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

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

3.1 Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder 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 Bidder 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, Bidder 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, Bidder 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, Bidder 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 Bidder 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 forth in this Agreement.

4.5 Subcontracts: Bidder 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 Bidder 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 Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder 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. Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9. **Procurement of Recovered Materials.**

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, Bidder 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 web site, 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 Bidder 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 Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
10.2 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.
ATTACHMENT B: MENU REVIEW

SAMPLE

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

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

Agency Name: _______________________________________________
Date of Review: _____________________________________________
Name of Reviewer: __________________________________________

I CERTIFY THAT:

1. The menus are written in a clear format. Yes ___ No ___

2. The menus were submitted to me at least two weeks in advance of the serving date. Yes ___ No ___

3. The menus are changed at least four times per year. Yes ___ No ___

4. The menus meet all menu pattern requirements and 1/3 of RDA as supported by a Nutrient Analysis which I have done to assure that the meal content meets a minimum of 700+ calories. Yes ___ No ___

5. The form of vegetable or fruit is indicated on the menu. Yes ___ No ___

6. The menus are formatted in at least 20 day periods and I have signed each page. Yes ___ No ___

7. The method of food preparation is specified for meat items. Yes ___ No ___

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

Dietitian: ___________________________ Date: ______________

COMMENTS: __________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

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# SAMPLE

## REGION 0 NUTRITION PROGRAM MENU CHANGE FORM

**County/Meal Site:** ______________________________________________________________

**Date Submitted:** ___________________________  
**Date Received:** _______________________

<table>
<thead>
<tr>
<th>FROM:</th>
<th>TO:</th>
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<tbody>
<tr>
<td>Date:</td>
<td>Date:</td>
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<tr>
<td>Menu:</td>
<td>Menu:</td>
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</table>

**Reason for Change:** _____________________________________________________________

---

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

I have reviewed and approved the menu change. The menu change meets all menu pattern requirements and 1/3 of RDA as supported by a Nutrient Analysis which I have done to assure that the meal content meets a minimum of 700+ calories.

[ ] YES  [ ] NO

Certified by: _______________  
RD# _______________  
Date: _______________

(Dietician Nutritionist)

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

---

**Acknowledgment by Vendor:**

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

**Food Vendor:** _______________  
Date: _______________

(Signature)

---

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

**Signature**  
**Date**
MEMORANDUM

PROCEDURES FOR USING TIME AS A PUBLIC HEALTH CONTROL
MEMORANDUM

To: Environmental Health Directors, Supervisors, Coordinators, and Specialists
Food Industry Representatives

From: Cheryl Slachta, REHS, Environmental Health Regional Specialist
Food Protection Program

Through: Larry Michael, REHS, MPH, Program Head
Food Protection Program

Subject: Time as a Public Health Control Clarification

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

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

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

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

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

Please contact your Environmental Health Regional Specialist if you have additional questions.
3-501.19 Time as a Public Health Control.

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

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

      1. (a) Methods of compliance with Subparagraphs (B)(1) - (3) or C)(1) - (5) of this section; Pf and

      2. (b) Methods of compliance with § 3-501.14 for FOOD that is prepared, cooked, and refrigerated before time is used as a public health control. Pf

2. Time – maximum up to 4 hours

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

   1. (1) The FOOD shall have an initial temperature of 5°C (41°F) or less when removed from cold holding temperature control, or 57°C (135°F) or greater when removed from hot holding temperature control; P

   2. (2) The FOOD shall be marked or otherwise identified to indicate the time that is 4 hours past the point in time when the FOOD is removed from temperature control; Pf

   3. (3) The FOOD shall be cooked and served, served at any temperature if READY-TO-EAT, or discarded, within 4 hours from the point in time when the FOOD is removed from temperature control; P and

   4. (4) The FOOD in unmarked containers or PACKAGES, or marked to exceed a 4-hour limit shall be discarded. P

3. Time – maximum up to 6 hours

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

   1. (1) The FOOD shall have an initial temperature of 5°C (41°F) or less when removed from temperature control and the FOOD temperature may not exceed 21°C (70°F) within a maximum time period of 6 hours; P
2. (2) The FOOD shall be monitored to ensure the warmest portion of the FOOD does not exceed 21°C (70°F) during the 6-hour period, unless an ambient air temperature is maintained that ensures the FOOD does not exceed 21°C (70°F) during the 6-hour holding period; Pr

3. (3) The FOOD shall be marked or otherwise identified to indicate:

1. (a) The time when the FOOD is removed from 5°C (41°F) or less cold holding temperature control, Pr and

2. (b) The time that is 6 hours past the point in time when the FOOD is removed from cold holding temperature control; Pr

4. (4) The FOOD shall be:

1. (a) Discarded if the temperature of the FOOD exceeds 21°C (70°F), P or

2. (b) Cooked and served, served at any temperature if READY-TO-EAT, or discarded within a maximum of 6 hours from the point in time when the FOOD is removed from 5°C (41°F) or less cold holding temperature control; P and

5. (5) The FOOD in unmarked containers or PACKAGES, or marked with a time that exceeds the 6-hour limit shall be discarded. P

4. (D) A FOOD ESTABLISHMENT that serves a HIGHLY SUSCEPTIBLE POPULATION may not use time as specified under ¶¶ (A), (B) or (C) of this section as the public health control for raw EGGS.
I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Provider.

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

$________________ per meal cost (congregate and home delivered meals - based on a total of 440 meals/day)

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

The price per meal quoted at the estimated quantity of 440 meals per day is comprised of the following costs:

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<tr>
<th>Cost per meal</th>
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<tbody>
<tr>
<td>Raw Food</td>
</tr>
<tr>
<td>Transportation</td>
</tr>
<tr>
<td>Supplies</td>
</tr>
<tr>
<td>Equipment</td>
</tr>
<tr>
<td>Personnel</td>
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<tr>
<td>Indirect Expenses (Specify below):</td>
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</tbody>
</table>

| Total Price Per Meal (Do Not Include Sales Tax) | $ |

<table>
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<tr>
<th>Price Quoted per meal</th>
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<tbody>
<tr>
<td>Shelf Stable Meals including packaging</td>
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</table>

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

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

- Letter of Transmittal
- Exception Form, if any exceptions to the bid
- Code of Conduct
- Section 4 - Service Requirement Compliance Outline (including all required information such as detailed narrative for menus and meal preparation, name and registration number, dieticians and/or nutritionists, delivery schedules, and samples of proposed packaging)
- Management Questionnaire
- Financial Integrity Form
- Nutrition Programs Provider’s Policies
- No Overdue Tax Certification
- Notarized Statement “No Revocation License” (On Provider’s Letterhead)
- Background checks on Company Principals
- One set of sample menus (Separate Sealed Envelope)
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Sample certificates of all insurance required shall be submitted by the Provider to the County with the bid proposal form.

**Addendum**

Receipt of the following Addendum is acknowledged:

- Addendum No. _____________________ Date___________________, 2019
- Addendum No. _____________________ Date___________________, 2019
- Addendum No. _____________________ Date___________________, 2019
- Addendum No. _____________________ Date___________________, 2019
- Addendum No. _____________________ Date___________________, 2019
Provider’s Information

Please check as appropriate and complete the items below.

The Provider is:

____ An Individual

____ A Partnership between: ________________________________

                                          ________________________________

____ A Joint Venture consisting of: __________________________

                                          ________________________________

____ A Corporation organized under the laws of the State
of ________________________________
(List name of state appearing on the corporate seal and
affix seal below where indicated.)

Firm’s Name: ________________________________

Street Address: ________________________________

City: ________________________________ State: ________________________________ Zip: ________________

Authorized Signature: ________________________________

Printed Name: ________________________________

Office Phone: ________________________________ Cell Phone: ________________________________

Email: ________________________________
### FORMS RECEIVED (YES/NO=incomplete proposal)

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<th>PROVIDER #3</th>
<th>PROVIDER #4</th>
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<td>Nutrition Programs Provider’s Policies</td>
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<tr>
<td>Notarized Statement “No IRS Delinquencies”</td>
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<tr>
<td>Notarized Statement “No Revocation License”</td>
<td></td>
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<tr>
<td>Background checks on Company Principals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set of Sample Menus (Separate Sealed Envelope)</td>
<td></td>
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</tr>
</tbody>
</table>

### INSURANCE REQUIREMENT (yes/no-deficits)

<table>
<thead>
<tr>
<th>INSURANCE REQUIREMENT</th>
<th>PROVIDER #1</th>
<th>PROVIDER #2</th>
<th>PROVIDER #3</th>
<th>PROVIDER #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Insurance (COI) from Provider’s Insurance Agent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR Letter from Provider’s Insurance Agent summarizing the County’s Insurance Requirements and stating that the Provider will be approved for the coverage if awarded the contract.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ADDENDUM ACKNOWLEDGED:**

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>PROVIDER #1</th>
<th>PROVIDER #2</th>
<th>PROVIDER #3</th>
<th>PROVIDER #4</th>
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<tbody>
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</table>

**PROVIDER INFORMATION: Evaluation Criteria and Point Values**

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>PROVIDER #1</th>
<th>PROVIDER #2</th>
<th>PROVIDER #3</th>
<th>PROVIDER #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Background check on principals (10)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Number support staff (5)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Home Delivered /Congregate Meals Bid (20)</td>
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<td></td>
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<tr>
<td>4. Shelf Stable Meals Bid (10)</td>
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<tr>
<td>5. Copy of the very last HD Sanitation Grade from any Location (10)</td>
<td></td>
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<tr>
<td>6. Reference #1 (5)</td>
<td></td>
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<td></td>
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<tr>
<td>7. Reference #2 (5)</td>
<td></td>
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<tr>
<td>8. Reference #3 (5)</td>
<td></td>
<td></td>
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<tr>
<td>9. Sample Menu Quality (20)</td>
<td></td>
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<tr>
<td></td>
<td>Variety, quality, exceeds requirements to include heart healthy and diabetic friendly, and meets nutrition requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Place setting/trays (5)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Access to local commercial kitchen to be used as a back up (5)</td>
<td></td>
<td></td>
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<tr>
<td>PROS</td>
<td></td>
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<tr>
<td>CONS</td>
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</tr>
</tbody>
</table>

REVIEWER:

Print Name __________________ Signature __________________ Date ___________
SAMPLE CONTRACT

NORTH CAROLINA

NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this _____ day of ________________ 2019 by and between NEW HANOVER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ____________________________, a ________________, hereinafter referred to as "Contractor."

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide fresh, nutritious meal services for the New Hanover County Senior Resource Center located at 2222 South College Road, Wilmington, NC, as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

2. **Time of Performance.** The term of this Agreement shall begin from receipt of Notice to Proceed and all work shall be completed by July 31, 2020.

3. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of ________________ ($________) Dollars. Payment is contingent upon a final County acceptance of work or services.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission
of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations are performed by Contractor or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance**
   
   7.1. **Commercial General Liability**

   7.1.1. Contractor 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 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

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

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

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

7.2. **Workers’ Compensation and Employer’s Liability**

7.2.1. Contractor shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

7.2.2. Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 for each accident for bodily injury by accident, $500,000 for each employee for bodily injury by disease, and $500,000 policy limit.

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

7.3. **Business Auto Liability**

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

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

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

7.4. **Deductibles and Self-Insured Retentions**

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

7.4.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.


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

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

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

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

7.7. Evidence of Insurance

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

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

7.7.3. With respect to insurance maintained after final payment
in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9. **Conditions**

7.9.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

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

7.9.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

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

7.9.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor’s liability under the indemnities granted to County in this Contract.

7.9.7. If Contractor fails to maintain the insurance as set forth
herein, County shall have the right to purchase said insurance at Contractor’s expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

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

7.9.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

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

10. Termination for Convenience. County may terminate this Contract for
convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the Board of County Commissioners for the services provided under the Contract. County may terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days’ prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Non-waiver of Rights.** The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontracts.** The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
18. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. **E-Verify Compliance.** Pursuant to S.L. 2015-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. **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).

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

   **To County:**
   New Hanover County Senior Resource Center
   Attn: Amber Smith
   2222 South College Road
   Wilmington, NC 28403

   **To Contractor:**

23. **Assignability.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

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

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

NEW HANOVER COUNTY

[SEAL]

County Manager

ATTEST:

___________________________
Clerk to the Board

[SEAL]

CONTRACTOR.

___________________________
President

ATTEST:

___________________________
Secretary

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

Approved as to form:

___________________________
County Finance Officer

___________________________
County Attorney
STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ______________________________ ______________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its __________ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of __________________, 2019.

________________________  
Notary Public

My commission expires: ________________

STATE OF _________________  
____________________________ COUNTY

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

WITNESS my hand and official seal, this ____ day of ______________, 2019.

________________________  
Notary Public

My commission expires: ________________