



Request for Proposal No. 2024-020

Senior Nutrition Hot Meals

Due Date: September 20, 2023
Time: 10:00 AM Local Time
Submittal Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Proposal Conference

Date: September 7, 2023
Time: 11:00 AM Local Time
Location: Virtual – Link Provided Section 2.3

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2024-020 Senior Nutrition Hot Meals

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM Local Time on September 20, 2023.**

Union County, North Carolina, through Human Services – Community Support and Outreach, is seeking proposals from qualified firms to provide preparation, transportation, and delivery to meal sites of hot meals for the County's Senior Nutrition Program.

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Union County is the recipient of a Home and Community Care Block Grant. The Service Provider must be able to adhere to all regulations established within.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

Non-Mandatory, Pre-Proposal Conference will be held on **September 7, 2023, at 11:00 AM Local Time.** Representatives from the Union County Senior Nutrition Program will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement Representative listed on the cover page (vicky.watts@unioncountync.gov) no later than **September 11, 2023, at 10:00 AM Local Time.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest. Union County also reserves the right to award to multiple vendors. Service Providers are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

2 SUBMITTAL DETAILS

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposals are to be received electronically by the Union County Procurement Department no later than **September 20, 2023, at 10:00 AM Local Time**, per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Select the solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal as one (1) complete document, and select submit. The maximum size accepted is 20 MB. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent as your confirmation of receipt.

Paper submissions and/or email submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

2.3 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory, Pre-Proposal Conference will be held on **September 7, 2023, at 11:00 AM Local Time**. Representatives from the Union County Senior Nutrition Program will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

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2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **September 11, 2023, at 10:00 AM Local Time**. The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. The email should identify the proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.

2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, North Carolina, through Human Services – Community Support and Outreach, is seeking proposals from qualified firms to provide preparation, transportation, and delivery to selected meal sites of hot meals for the County's Senior Nutrition Program.

3.3 NOTICE OF FEDERAL FUNDING

This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Union County is the recipient of a Home and Community Care Block Grant. The Service Provider must be able to adhere to all regulations established within.

4 SCOPE OF WORK

The purpose of this program is to meet the nutritional needs of individuals aged sixty and older, by serving them nutritionally sound meals in strategically located community sites.

The County intends to award a contract to the Service Provider that proposes the best solution to meet its' needs, as defined in this RFP. The Service Provider's ability to prepare and meet the established dietary intake requirements and provide a clear project plan and approach towards successful implementation are critical factors in the determining a responsive proposal.

The Senior Nutrition Program (SNP) serves one (1) meal per day, Monday through Friday, through four (4) congregate and home-delivery sites located throughout Union County, for an estimated 70,000 meals annually. Holiday meals are also expected to be served typically the day before the holiday.

The County requires the Service Provider to submit a proposed menu, for a minimum of 1 week, and proof that it meets all the nutritional requirements, including nutrition breakdown, as outlined in this solicitation.

4.1 SERVICE PROVIDER

1. Service Provider assures it is approved and licensed as a food service facility by the food service regulatory authority in the jurisdiction in which the facility is located and has a proven successful and sustained record of providing quality food services. Service Provider will provide copy of license.
2. The Service Provider is expected to be established and experienced in this industry. The County expects that each Service Provider proposing considers food service as their primary business, to have been in business for at least three years and to be knowledgeable of the requirements of food service.
3. The Service Provider's standing with the County shall be as an independent Service Provider and not as an agent, employee or servant of the County. The Service Provider shall exercise control and supervision of work and shall be solely responsible for wages (including withholding of income taxes and social security), workers compensation, compliance with OSHA and all employment related regulations related to its employees and shall be responsible for its own acts and those of its subordinates, employees and agents during the term of any ensuing contract. The County shall not be considered a joint employer, joint venture or partner with the Service Provider.
4. The assignment of any ensuing contract in whole or part shall not be allowed without the express written approval of the County.
5. After the start of the Contract, regular weekly review meetings will be held with Director of the Union County SNP and any others that may be designated by the County until all startup problems are successfully resolved. Other meetings may be called as may be required.

6. The Service Provider shall secure and pay for all Governmental Fees, licenses, and inspections necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

5 SPECIFICATIONS

These requirements apply to all Service Providers submitting proposals for Senior Nutrition Hot Meals.

1. The Service Provider shall be required to furnish a kitchen and all equipment needed for the preparation and serving of hot meals. Union
2. Inspections of kitchen facilities by the County and State Health Agencies must achieve and maintain satisfactory ratings. The Service Provider must always maintain a North Carolina sanitation grade of "A". At any time, if this grade falls below "A" for any reason, the Service Provider will be charged fifty dollars (\$50.00) per day until the grade returns to an "A". This charge will be deducted from the monthly payment to the Service Provider. Service Provider must request a re-inspection from the Health Department within two working days and the re-inspection must be completed within fifteen (15) days after the Health Department receives notification. Service Provider shall provide proof of the grade "A" inspection to Senior Nutrition staff within three days after notification.
3. Should the Service Provider fail to deliver meals for a meal session or should any person eating meals prepared under this contract becomes ill as a result of food poisoning attributable to the negligence of the Service Provider, as determined by Public Health Officials, then such action shall be deemed non-performance of the contract and shall be justification for immediate cancellation of the contract.
4. If the Service Provider ever has a bona fide need for substitution on any meal, they must first obtain approval in writing from the Senior Nutrition Program Coordinator or Manager.
5. The Service Provider will maintain standard recipe cards for each item to be prepared on the menu cycle. These cards will be utilized by cooks in preparing each meal, and shall designate for each item prepared the cooking procedure, ingredients, and quantities required. Recipe Cards will be made available at any time for use by any authorized audit or inspection staff.
6. The Service Provider will be responsible for the complete food service operation including but not limited to, recruitment, in-service training, purchasing, preparation, client relations, sanitation, transition plan, facility planning, meal service, contingency plans, relief labor, and any equipment required.
7. Service Provider must conduct random, unannounced inspections of ALL food service locations to quality of service and food.

8. The Service Provider shall submit a staffing chart for the overall kitchen operations indicating the actual number of positions required for this solicitation. The staffing chart shall include the number of individuals working each shift, the hours of each shift and a job description for each position.
9. The Service Provider must keep full and accurate records of all critical elements of the food service operation. At a minimum, the Service Provider should keep necessary inventory records, sales records, and meal count records. All such records must be available for auditing by the County or its representatives at any time during regular working hours.
10. The Service Provider will be responsible from the time of signing the contract, or from the time of the beginning of the first work day, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of Union County.
11. Service Provider shall invoice on a monthly basis and the County shall pay on a monthly basis. The Service Provider must submit during the first week of every month, for the preceding month an invoice for meals served. The invoice shall be subject to County audit and approval. The price per meal charged shall be in accordance with pricing as contained in the proposal or as it may be amended.
12. During the evaluation process, Union County reserves the right to inspect Service Provider(s) proposed kitchen site(s).

6 PROGRAM REQUIREMENTS

1. The Service Provider shall prepare SNP meals in a Service Provider-supplied facility that allows deliveries of prepared food to distribution sites so that the holding time between the completion of cooking at the kitchen and the delivery of food to the nutrition sites shall not exceed three hours.
2. Service Provider must follow the sanitation rules in all applicable sections of Title 15A, Chapter 18A of the North Carolina Administrative Code to maintain a Grade A (or at least 90%) sanitation rating. If the grade falls below "A" or 90%, the SNP Coordinator must be notified and must receive a copy of the Environmental Health inspection report. Corrective action must be undertaken and a request for re-inspection for purposes of raising the grade must be made within two days of the lower grade. When the local Environmental Health Specialist re-inspects the facility, the SNP Director must receive a copy of the re-inspection report. The facility where meals are prepared or served may continue to provide meals for the nutrition program with a sanitation rating of less than "A" or 90% at the discretion of the SNP and the AREA AGENCY ON AGING.
3. Meals ordered can be provided in either of the following methods, A or B. Please indicate selected method in your proposal. Method B is preferred by the SNP.

- A. Food will be packaged and delivered to sites in bulk containers. Food shall be packaged so there is minimum spillage in the hot and cold food carriers (e.g. with plastic film secured over lip of pan before lid is placed on).
 - B. Food will be packaged and delivered to sites in individually sealed, pre-portioned meal containers.
4. Equipment for each site (total of 4 sites) provided by Service Provider includes, but is not limited to (Reference photos included in Appendix G.):
- a. Electric heated food storage cabinets.
 - b. Tea Dispensers (30-36 cup capacity).
 - c. Food carriers both hot and cold.
 - d. 2 Ice Chests.
 - e. ONLY if bulk delivery method "A" is selected:
 - i. Serving utensils: 1 spatula, 3 slotted spoodles, 3 solid spoodles, 2 slotted spoons, 2 solid spoons, 1 pair tongs, 2 #8 scoops, one 8 oz. Ladle, one 1 oz. Ladle, one plastic gallon pitcher, 1 paring knife, 1 pair kitchen shears.
 - ii. Steam table sized to accommodate site requirements (current: Duke 4 Well Steam Table, 240 volts);

If bulk delivery method is selected, the Service Provider will pick up soiled serving utensils and food delivery containers for sanitation the next day after delivery, rather than making a second trip to pick up dirty utensils on delivery day. The Service Provider will be expected to maintain enough equipment to have one sanitized set delivered to each congregate serving location with the prepared food while picking up the second set awaiting sanitation from the previous day's deliveries. The sizes and amounts of these items are to be based upon each individual site requirements.

5. Supplies provided by Service Provider shall include, but may not be limited to:
- a. Eight-ounce Styrofoam cups for congregate diners.
 - b. Plastic-ware kits (sealed) Heavy weight plastic knives, spoons, forks; napkins (size may vary; minimum 10" x 13") salt and pepper packets for congregate diners.
 - c. Trash can liners: Low Density, Star Seal 55-gallon heavy weight minimum of 18 micron, impervious to liquids and odors.
 - d. Disposable plastic gloves (size as requested by site manager)
 - e. Individually wrapped plastic straws
 - f. Sandwich bags with Ziploc[®]-style closures for breads and cookies
 - g. Condiments to be supplied by Service Provider appropriate for each meal: salt, pepper, ice for beverages, etc. The following condiments must be individually packaged: mayonnaise, mustard, ketchup, vinegar, salad dressing, sugar, artificial sweetener, non-dairy creamer, tartar sauce, lemon juice. No Bulk products will be accepted at any site. These supplies are not to be rationed and should be delivered in full cases. If, at any time, the Service Provider feels that

supply usage is extraordinarily high, they should contact the Nutrition Coordinator or Manager to investigate or monitor usage.

- h. If individual pack option is selected, Service Provider will provide the meal packaging components (trays, sealing material, etc.)
- i. If bulk pack option is selected, Service Provider will provide:
 - I. Takeout trays with board lids, Top outside dimensions of 6-3/8" x 8-1/2", 3-compartment with lid comparable to these manufacturer's products: Wilkinson D59, Tenneco 7139TP, HFA 2045-35-250W, and Reynolds RCL750 or other as approved by the SNP Coordinator, for Home Deliveries.
 - II. Appropriate individual containers with tight-fitting lids for cold foods, and stews (e.g. six and eight ounce squat cups with lids) for Home delivered meals. The appropriate brand name lid (no generics) must be furnished for use with the six and eight ounce squat cups. The Program Coordinator must approve both cups and lids.
 - III. 9" x 12" five (5) compartment trays: comparable to Genpak 10500 compartment trays, as approved by program coordinator for congregate servings.

6. Standards for disposable dinnerware:

- a. Heavy-weight knives should cut without bending or breaking.
- b. Heavy-weight spoons should not bend, melt, or break.
- c. Heavy-weight fork tines should not bend melt, or break.
- d. Trays should have the strength to support the weight of the food.
- e. Trays should have non-absorbing quality so that gravy will not soak into the plates.
- f. Trays should be deep enough to hold the serving of food without spillage.
- g. Cups should be easy to hold, should retain temperatures and have flat bottoms.

7. Per meal proposals should include coffee and tea. However, the County reserves the option of negotiating with the successful Service Provider to exclude the cost of the coffee and/or tea (and any accompanying supplies) from the meal price.

8. SNP will notify the Service Provider via email or by phone by 3:00 p.m. each serving day for the number of meals required for the next serving day. The number of meals requested on a daily basis will constitute a purchase order which will cover the maximum billing for that order. Only the Coordinator, Grantee Agency Director, or the Coordinator's designee has the authority to make a change in the number of daily meals ordered. The SNP has until 7:00 a.m. on each serving day to cancel without charge meals for that same serving day due to emergency situations, such as inclement weather.

9. Food Safety – All staff working in the preparation of food must be under the supervision of a person who is ServSafe certified or a recognized equivalent. This supervisory person shall consult with the caterer's dietitian for advice and consultation as necessary.

10. All food must be packaged and transported in a manner to protect against potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Packaging and transport equipment must be designed to maintain required temperatures.
11. Union County SNP guidelines must be followed at all times during the period of the contract. The North Carolina Division of Aging Policy requires that the holding time between the completion of cooking at the kitchen and the delivery of the food to the Nutrition sites shall not exceed three hours. The current time schedule for and addresses of deliveries are outlined below. Locations and time schedules are subject to change.

Delivery Times and Addresses		Delivery Time
Delivery Site	Marshville, NC	Bulk: 8:00 a.m. Individual: 8:30 a.m.
Address	506 N. Elizabeth Ave., Marshville, NC 28103	
Delivery Site	Monroe, NC	Bulk: 8:30 a.m. Individual: 9:00 a.m.
Address	624 N. Bragg Street, Monroe, NC 28112	
Delivery Site	Mineral Springs, NC	Bulk: 9:00 a.m. Individual: 9:30 a.m.
Address	5915 Old Waxhaw-Monroe Rd, Mineral Springs, NC 28108	
Delivery Site	Indian Trail, NC	Bulk: 9:30 a.m. Individual: 10:00 a.m.
Address	113 Indian Trail Rd, Indian Trail, NC 28079	

NOTE: The times and order of delivery may be discussed with the County SNP Director to facilitate a smooth delivery flow.

Projected Daily Meal Requirements

SITE	Meal	MON	TUE	WED	THU	FRI	TOTAL
Marshville	Congregate	25	25	25	25	25	125
	Home Delivery	35	35	35	35	35	175
Monroe	Congregate	20	20	20	20	20	100
	Home Delivery	100	100	100	100	100	500
Mineral Springs	Congregate	15	15	15	15	15	75
	Home Delivery	40	40	40	40	40	200
Indian Trail	Congregate	35	35	35	35	35	175
	Home Delivery	70	70	70	70	70	350

12. In the event the Service Provider fails to timely deliver meals for the Senior Nutrition Program, the Service Provider shall reduce the cost to county for such meals that are late in accordance with the following schedule: (i) If meals are five (5) minutes late, the cost of the meals will be discounted 5%; (ii) If the meals are more than five (5) minutes late, but less than or equal to (10) ten minutes late, the cost of the meals will be discounted 10%; and (iii) If the meals are more than ten (10) minutes late, the cost of the meals will be discounted 10% plus 2% for each minute exceeding ten (10). These discounts shall be deemed liquidated damages and not penalties.

The discounts outlined above shall not apply to the first day during a calendar month that the Service Provider provides meal in an untimely manner. Nothing in this paragraph shall be deemed to preclude County's remedies pursuant to other provisions of the agreement or pursuant to applicable law. In the event the meals are twenty (20) minutes late and County elects to accept that number of meals that can be served to the project participants still in attendance at the time of meal delivery, the cost of such meals so accepted shall be discounted in accordance with the formula above.

13. Upon delivery of meals to designated SNP sites, a receipt form in duplicate must be provided by the Service Provider to be signed by the County's representative. This form (meal delivery ticket) must include:

- a. Date
- b. Name of site.
- c. Specific food delivered.
- d. Arrival Temperature of food.
- e. Serving Temperature of food.
- f. End of production time.
- g. Number of meals delivered.
- h. Signature of food production manager.
- i. Blank for arrival time of meals and signature of site manager.
- j. Blank for serving time of meals and signature of site manager.

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

14. If the Service Provider fails to deliver adequate amounts of food as ordered, the County may request that any omissions in delivery be provided by the Service Provider. If there is insufficient time for the Service Provider to deliver the omission on the same day before serving time, then the County will have the right, but not the duty, to purchase comparable food items from another source and to receive an amount of reimbursement or credit on the Service Providers invoice equal to the County's expense for obtaining these food items. If the shortage or omissions cannot be made up by the Service Provider by serving time on the same day and if the County is not able to purchase the needed food items then the shortage or omission of the specific food item (meat, vegetables/fruits, carbohydrates, dessert, or calcium source) will constitute a shortage of entire meal(s) and the unit cost of these meals will be deducted from the Service Providers bill accordingly.
15. Additional meals and additional sites may be added by the County depending upon existing utilization and or availability of funds under this same proposal. These changes will take effect upon notice to the Service Provider by the County. New sites will not be added for less than 25 meals per day.
16. Sometimes a lapse in procedures may lead to unpalatable food, and other times it may lead to food borne illness. For this reason, all nutrition programs are required to document food temperatures and adhere to other risk management procedures, including the following:
 - a. End of preparation time for food not prepared on-site and arrival time at the drop off location must be documented.
 - b. Temperatures must be recorded for each food item on the menu, except bread products, crackers, cake and fresh fruit.
 - c. Packaging and transport equipment must maintain appropriate food temperatures.
 - d. All temperature records must be maintained for audit.
 - e. If food temperatures are out of compliance, meals will be disallowed.
 - f. Food from unlabeled, rusty, leaking or broken containers or cans with side dents, rim dents, or swells cannot be used.
 - g. All meat and poultry, fresh or frozen, must bare inspection stamps on the box or package indicating inspection by USDA, the NC Dept. of Agriculture and Consumer Services, or other agencies having regulatory authority.
 - h. All foods used in the meals must be from sources approved by federal or state agencies (USDA, FDA, NC Dept. of Agriculture or other agencies having regulatory authority)
 - i. Whether food is prepared on-site or prepared off-site and delivered, recipes need to provide a consistent quality and quantity of meals.
 - j. Food preparation needs to present optimum flavor and appearance, while retaining nutrients and food value.
 - k. Food preparation areas must be kept clean and in good repair.

- l. Service Provider must document each food item delivered and record the end of food preparation time on the meal delivery tickets and be signed by the food production manager.
 - m. Service Provider is responsible for removing pans/ meals from cambros and placing in steam tables (bulk pack option) or hot food cabinets (individual pack option) upon delivery.
 - n. Problems should be addressed with the Nutrition Program management before delivery to the sites. It is not the responsibility of the site managers to inform management of Service Provider's problems.
 - o. Food prepared, frozen, or canned in the home cannot be served at the site
 - p. All foods used in meals must be in compliance with applicable state and local laws, ordinances, and regulations. They must be clean, wholesome, and free from spoilage, free from adulteration and mislabeling, and safe for human consumption.
 - q. Fresh raw fish must bear the PUF (Packed under Federal Inspection) Shield.
 - r. Prior to use, all fruits and vegetables must be washed to remove dirt or insecticide residues. Fresh fruits and vegetables free from disease and infestation may be donated and incorporated into the menu only when they can be used to serve all participants. Fresh fruits must be peeled, cored and/ or quartered if they would reasonably pose a difficulty to seniors in eating them (i.e. apples, pears, plums, oranges).
17. Menu substitutions should not exceed one (1) per month, and:
- a. The caterer or on-site production manager must document substitutions and provide dietitian/nutritionist approval.
 - b. The caterer or on-site production manager must send written notification of meals that have a bona fide menu substitution BEFORE the date delivered.
 - c. Any deviation from the approved menu must be documented on a Menu Change Form that provides the date of delivery, specific food substitution, and signature of the production manager and dietitian authorizing the change. These forms will be sent to the Area Agency on Aging for approval and kept on file with the certified menu at the SNP office.

If the Service Provider ever has a bona fide need for substitution on any meal, Service Provider must, at least 24 hours in advance of the substitution: 1) provide the SNP Director with notice of the substitution, and 2) provide to the SNP Director substitution paperwork signed by the Service Provider's dietician documenting that the substitution meets the caloric and nutritional requirements for the day. If the meals containing the substitution do not meet the caloric and nutritional requirements, the County will not be obligated to pay for such meals.

NOTE: Service Provider should not rely on a single raw food source vendor; menu substitutions required because a single raw food supplier has insufficient product available is not a bona fide need for a substitution request.

18. Service Provider must provide a cell phone for each driver of the delivery vehicles. They will be required to carry with them from the beginning of the workday to the end of the work day in order for each site to be able to make direct contact with the delivery driver.

6.1 FOOD PROCUREMENT AND PREPARATION STANDARDS

All food used must meet standards of quality, sanitation and safety applying to foods that are processed in a commercially licensed establishment. All foods used in the meals must be from approved sources; be in compliance with applicable state and local laws, ordinances, and regulations; and be clean, wholesome, free from spoilage, free from adulteration and mislabeling, and safe for human consumption.

6.1.1 MEAT

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

All meat products in gravy: excess grease and/or fat must be drained or removed before packaging for transport.

Meat alternatives may be used occasionally for variety and can include bean, pea, or lentil soup or entrees.

6.1.2 BEEF: GRADE USDA CHOICE

Beef, ground USDA Choice, 80% lean, 20% fat or leaner. No textured vegetable protein or meat products containing soy mixture are to be used to replace animal protein.

Beef patties, USDA Choice, 80% lean, 20% fat or leaner, 4-oz. raw weight

Beef Stew, USDA Choice, 1" cubes. Meatballs are not acceptable for beef and vegetable stew.

Meatballs used for Swedish, Italian and Barbecue; must be ½ oz. Meatballs. Any gravy or sauce is to be drained of excess grease before packaging for transport to sites.

Smoked sausage must be "lite."

Molded meat items must yield three ounces cooked weight excluding fat. No flaked meat products may be used.

Meatloaf: must be sliced before delivery and an adequate number of uniform slices must be included so that each serving yields 3 oz. of meat (not including binding agents and vegetables which might be included).

6.1.3 POULTRY: USDA GRADE A

Chicken breast, USDA Grade A. Only non-breaded chicken breast fillet, to yield 3 oz. cooked may be used.

6.1.4 PORK: GRADE U.S. NO. 1

Pork, Grade U.S. No. 1. Must yield 3 oz. cooked.

6.1.5 FISH

Fresh raw fish must bear the PUFI (Packed under federal inspection) shield.

Breaded fish portions: yields are based on raw fish portions and the amount of fish in the product. "Precooked" seafood is not cooked; only the breading or batter is cooked. The fish is raw.

6.1.6 VEGETABLES AND FRUIT

Fresh fruit and vegetables; #1 quality.

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

All fresh fruit (such as apples, oranges, peaches, grapes, pears, and plums) will be washed by the Service Provider before delivery. Fresh fruits must be peeled, cored and/ or quartered if they would reasonably pose a difficulty to seniors in eating them (i.e. apples, pears, plums, oranges).

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

Vegetables, canned, USDA Grade A Fancy, as follows:

Peas, green; Early June, 3 sieve

Beans, green, cut or cuts; Blue Lake, Nor West, 4 sieve

Frozen pack greens, USDA Grade A, such as: chopped turnip greens, chopped spinach, chopped collards, chopped kale, and mixed greens; mixed vegetables; carrots; and sweet potato patties.

Broccoli, frozen spears, 4 ½" to 5 ½", USDA Grade A

Broccoli, frozen cuts, 1-1 ½, 25% head, 15% leaf, USDA Grade A

Broccoli, frozen, chopped, ½ "x ¼ ", USDA Grade A.

6.1.7 FRESH FRUIT

Grapefruit, white, US #1, 36 or 32 count, ½ of grapefruit

Oranges, fresh, (Florida) US #1, 100 count, 1 each

Oranges, fresh (California) US #1, 113 Count, 1 each

Apple, one medium, 1 each

Banana, 1 petite or 1 large, 1 each

Cantaloupes, US #1, ½ carton count 18, ¼ melon

Applesauce may be counted as fruit.

NOTE: Serving sizes do not include juices; to meet requirement for a ½ cup of canned fruit, the juice must be drained, for a ½ cup of cooked vegetables all liquid should be drained

before measurement is taken. Vegetable or Fruit sauces, except applesauce, may not be identified as meeting the fruit/vegetable requirement.

6.1.8 DAIRY PRODUCTS

Fortified margarine in an individual-serving sealed container.

Milk may contain no bovine Growth Hormone. Service Provider must obtain documentation from processor/distributor to assure this condition.

Milk, fluid, low-fat. ½ pint, fortified with Vitamins A and D added, not less than 8.25% milk solids and not more than 1% milk fat.

Option for lactose-free or soy alternative.

Cheese, no imitation.

6.1.9 COMPLEX CARBOHYDRATES

Whole or enriched grain products, such as rice, grits, or pasta.

Crackers, saltine, quantity 6. – Items similar to Saltine crackers must be individually wrapped.

Cornbread, 2 ½ “square X 1 ½ “high. All pieces must be uniform in size.

Rolls, biscuits, or muffins must weigh at least one ounce.

6.1.10 DESSERTS

Cakes must be frosted or topped with fruit sauce. Inside must be moist and maintain good taste.

6.1.11 MEAL REQUIREMENTS

Based on North Carolina Division of Aging Service Standards and Definitions, the meal preparation for SNP shall follow the following requirements:

- a. The total protein content of each meal must be no less than twenty-one grams. Of this, fourteen grams must be a complete protein, in the form of two ounces of edible meat, fish, or poultry (exclusive of fat, bone, or gristle). One-half cup cooked, drained, dried beans, peas, or lentils may be used as a substitute for one ounce of meat. One cup of dried beans may be used twice in one 20-day cycle as a substitute for two ounces of meat; however, a “complementary” protein source must be served at the same meal with the one cup dried beans in order to serve a complete protein (e.g. rice, corn, grits, or cornbread). Other protein sources such as one egg or two tablespoons peanut butter may also be substituted for one-ounce meat. Ground meat may be used in entrees no more than twice in one week.
- b. Each meal must contain two servings of a whole grain or enriched grain product such as: one-half cup rice, grits, or pasta; six saltine crackers; cornbread; roll, biscuit, or muffin (at least one- ounce); or one slice of bread. As an alternative, the combination of one serving of bread product listed above and one-half cup

serving of a starchy vegetable may replace two servings of grain or bread product. Examples of starchy vegetables are: one-half cup sweet or white mashed potatoes, lima beans, green peas, or corn.

- c. Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement.
- d. Each meal must contain two servings of different fruits and/or vegetables, such as: ½ cup canned drained fruit; ½ cup cooked drained vegetables; 1 piece of fresh fruit; 6 ounces 100% fruit juice (Vitamin C fortified); ½ cup coleslaw; one cup tossed, mixed, fresh vegetable salad. Juice may fulfill no more than half of the vegetable/fruit requirement for a meal.
- e. One serving of Vitamin C-rich cold food must be served twice per week.
- f. Fruit or vegetables used in gelatin, soups, or main entrees may be counted as one serving if ½ cup of fruit or vegetable is used per serving.
- g. Vegetable or fruit sauces may not be identified as a fruit/vegetable requirement (however, applesauce may be counted as fruit).
- h. One teaspoon of fortified margarine in an individual-serving sealed container may be used if it adds palatability to the menu.
- i. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability, but total fat content of the meal may not exceed 30% of the total calories. Reduce fat salad dressings are indicated on the official menus, which are part of this proposal package.
- j. Each meal must contain a total of no less than 400 mg. Calcium. This may be obtained by one serving of 8 ounces of low fat milk, fortified with vitamins A and D in an individually sealed carton; or, other foods high in calcium.
- k. Dessert may be provided as an option, and one serving may include fruit, puddings, fruited or plain gelatin, cake, cobblers, cookies, or pies/pie squares; but total fat content of the meal may not exceed 30% of the total calories for that meal.
- l. All foods used in meals must be from approved sources; food prepared, frozen, or canned in the home shall not be served at the sites.
- m. Each meal on the certified, signed menu must be served.
- n. All meals must meet the following specifications: Comply with the Dietary Guidelines for Americans (DGA), providing 1/3 RDA per each meal (DGA reference levels are on the following page(s)). Calorie content must be a

minimum of 700 calories per day. The fat content must be no more than 30% of total calories. The sodium content of the meal should fall within the range of three grams of sodium chloride per day or one thousand milligrams of sodium. One meal per twenty-day cycle may exceed 1300 milligrams of sodium.

- o. All meals must comply with the Macronutrients, Minerals & Vitamins (Age-Sex Groups) schedule located in Appendix D.

6.2 SENIOR NUTRITION PROGRAM WEEKLY MENUS

SNP Weekly Menus consist of a six-week cycle of Spring/Summer and a six week-cycle of Fall/Winter meals. The proposed menus must be based on this premise. The County also desires holiday meals to be served. Current sample menus are provided in Appendix E – Sample Weekly Menus.

7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

7.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses

incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the Offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 5, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The RFP should include a response to each of the following criteria. **Failure to address each area could result in rejection of a proposal.** Please provide a table of contents in the format of the proposal requirements along with tabs identifying each section and subsection. Include examples of procedures, reports, or other information where applicable.

The proposal should be organized and identified by sections as follows:

- **Section A** – Cover Letter
- **Section B** – Company Qualifications
- **Section C** – Company Experience
- **Section D** – Staffing
- **Section E** – Sample Meal Plans
- **Section F** – Implementation and Work Plan
- **Section G** – Contingency Plan
- **Section H** – References
- **Section I** – Required Forms
 - Appendix A – Price Page
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

Omissions and incomplete answers may be deemed unresponsive.

7.2.1 SECTION A – COVER LETTER

The proposal must include a cover letter attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. Include the following:

- Legal company name and DBA (if applicable).
- Company address, telephone number and website Address.
- Location providing service, address, and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension, and email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension, and email address.
- Stipulate that the proposal price will be valid for a period of 120 days.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

7.2.2 SECTION B – COMPANY QUALIFICATIONS

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

- Provide company history, and number of years in business under the current organizational name, structure and services offered.
- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
- How many public sector (cities and counties) clients does your company have?
- Provide a management organization chart of your company including director and officer positions and names and the reporting structure.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the solicitation.
- List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.
- Recent results of client feedback (survey results, comments, etc.) for a similar program.
- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified herein.

7.2.3 SECTION C – COMPANY EXPERIENCE

Provide and/or confirm the following in relation to company experience:

1. Offeror must have been in food service for at least three (3) years.
2. Submit a listing of Contracts entered into over the past three (3) years. Contracts shall be identified as active or inactive. The listing shall include the name of the entity contracted with, Contract name and telephone number.
3. List all food service contracts with entities having facilities in NC, SC, and VA that you currently provide food services for; include name, address, and telephone.
4. Submit Health Inspection Reports for the previous year for facilities under current contract in NC, SC, and VA identified above.
5. Submit copies of all safety and health policies that employees of the Offeror must abide by in connection to the contract services provided.
6. Describe your Quality Assurance Program.
7. Describe food carrier equipment and delivery vehicle(s) to be utilized in providing meals to each nutrition site. Include a description of bulk container capacity to maintain food at proper temperatures and under sanitary conditions.
8. Describe the type of hot cabinets/ warming ovens to be provided at each of the four nutrition sites to maintain temperatures of hot foods after delivery.
9. Provide staffing Chart for the overall kitchen operations indicating the actual number of positions required. The staffing chart shall include the number of individuals working each shift, the hours of each shift and a job description for each position.
10. List any other catering services, which you would wish to provide to the project.

7.2.4 SECTION D – STAFFING

Provide the following:

- Indicate the staff person that will be primarily responsible for the account. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established. Provide primary and alternate contact information.
- Provide specific information on individuals who will be responsible for the daily management of the contract with the project. Include their qualifications and experience.

7.2.5 SECTION E – SAMPLE MEAL PLANS

- Submit 1 week sample menu and 1 holiday meal sample menu and proof that these menus meet the nutritional requirements outlined in this solicitation.

- Provide sample of SNP Food Service Meal Delivery Ticket.

7.2.6 SECTION F – IMPLEMENTATION AND WORK PLAN

This section covers various aspects of the successful Service Provider’s approach to implementing requested services. Please respond with as much relevant detail to this project as possible given the information you’ve been provided in this RFP.

7.2.7 SECTION G – CONTINGENCY PLAN

The Offeror will be required to submit contingency plans for a 24 hour, a 48 hour and an extended kitchen shutdown describing how you intend to provide uninterrupted food service to the SNP for natural or man-made disasters, power failure, kitchen interruption or other force majeure. This plan will be subject to approval by the Senior Nutrition Program Coordinator. It should include the designation of any off-site preparation facility, alternate staffing arrangements, and other topics related to emergency operations.

- The successful Service Provider is required to have available sufficient commodities to provide for not less than 3 days of one complete meal for seniors in case of emergency.
- Any off-site facility used in a contingency situation must meet all health certification requirements, and must comply with all performance standards hereunder.
- Any additional costs for items shown on the Contingency List submitted with the RFP must not exceed actual cost.

7.2.8 SECTION H – REFERENCES

List three (3) client references with which you have had contracts currently or within the past three (3) years for senior nutrition food services. Please provide the following for each client:

- a. Name of Company/Government Entity
- b. Address
- c. Project Name
- d. Contact Name and Title
- e. Phone Number
- f. Email Address
- g. Length of Service

7.2.9 TAB I – REQUIRED FORMS

Offerors must include signed copies of the following documents:

1. Appendix A – Cost Form
2. Appendix B – Proposal Submission Form (signed)
3. Appendix C – Addenda Receipt and Anti-Collusion (signed)

8 EVALUATION CRITERIA AND SELECTION PROCESS

8.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected Offerors. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

8.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background, Qualifications, and Experience	30%
Service Approach, Staff, and Implementation Plan	40%
Compliance with Submittal Requirements	10%
Cost Schedule	20%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interview. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach, Implementation and Staff	65%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

8.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

The County reserves the right to award to multiple vendors.

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

9 GENERAL CONDITIONS AND REQUIREMENTS

9.1 TERMS AND CONDITIONS

The contract award may have an initial term of one (1) year with four (4) one-year renewal options at the County's discretion, pending annual budget approval.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

9.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service.

9.3 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2023-2028 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a four percent (4%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

9.4 SUB-SERVICE PROVIDER/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the proposal by any Company requires the use of sub-Service Providers, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-Service Providers.

9.5 EXCEPTION TO THE RFP

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

9.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously

submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

9.7 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

9.8 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

9.9 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

9.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any SubService Provider performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

9.11 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Service Provider/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

9.12 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Service Provider's sole expense, Service Provider shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

- A. **WORKERS' COMPENSATION**
(for any agreement unless otherwise waived by the Risk Manager)
Statutory limits (where Service Provider has three or more employees) covering all employees, including Employer's Liability with limits of:
- | | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |
- B. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.
- | | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Personal and Advertising Injury Limit |
| \$5,000 | Medical Expense Limit |
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a Service Provider vehicle while conducting services associated with the agreement)
- | | |
|-------------|----------------------------------|
| \$1,000,000 | Combined Single Limit - Any Auto |
|-------------|----------------------------------|
- D. **PROFESSIONAL LIABILITY**
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc)
- | | |
|-------------|-------------|
| \$1,000,000 | Claims Made |
|-------------|-------------|
- Service Provider shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.
- E. **POLLUTION LIABILITY INSURANCE**
(for any agreement involving the clean-up or transportation of pollutants)
- | | |
|-------------|-------------|
| \$1,000,000 | Claims Made |
|-------------|-------------|

Service Provider shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Service Provider shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Service Provider's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Service Provider shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Service Provider shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Service Provider shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Service Provider's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Service Provider.
- F. Notwithstanding the notification requirements of the Insurer, Service Provider hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Service Provider shall not reduce nor limit Service Provider's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Service Provider is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Service Provider shall ensure that the assignee or subService Provider satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

9.13 INDEMNIFICATION

Service Provider agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Service Provider, its officers, employees, subService Providers or agents. Service Provider further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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10 APPENDIX A – COST FORM

RFP 2023-051 Senior Nutrition Hot Meals

SUBMIT WITH PROPOSAL

Company Name: _____

Service Providers shall provide a cost proposal based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. **If there are additional costs associated with this service, please add to the chart below. Your Cost Proposal must reflect all costs for which the County will be responsible.**

The resulting contract will have an initial term of one (1) year with four (4) one-year renewal options at the County’s discretion, pending annual budget appropriation. Provide price per meal for the initial term of 1 year.

Refer to Section 7 Program Requirements for a full description of delivery methods. Provide cost per meal for A, B, or A and B as indicated below.

Delivery Method	Cost Per Meal
A. Food packaged and delivered to sites in bulk containers.	
B. Food packaged and delivered to sites in individually sealed, pre-portioned meal containers.	

11 APPENDIX B – PROPOSAL SUBMISSION FORM

RFP 2023-051 Senior Nutrition Hot Meals

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and resubmit this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

12 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

RFP 2023-051 Senior Nutrition Hot Meals

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

13 APPENDIX D – MACRONUTRIENTS, MINERALS & VITAMINS (AGE-SEX GROUPS)

RFP 2023-051 Senior Nutrition Hot Meals

DO NOT SUBMIT WITH PROPOSAL

MACRONUTRIENTS, MINERALS & VITAMINS		Age-Sex Groups												
		M/F 2-3	F 4-8	F 9-13	F 14-18	F 19-30	F 31-50	F 51+	M 4-8	M 9-13	M 14-18	M 19-30	M 31-50	M 51+
Calorie Level Assessed	Source of Goal ^a	1,000	1,200	1,600	1,800	2,000	1,800	1,600	1,400	1,800	2,200	2,400	2,200	2,000
Macronutrients														
Protein (% kcal)	AMDR	5-20	10-30	10-30	10-30	10-35	10-35	10-35	10-30	10-30	10-30	10-35	10-35	10-35
Protein (g)	RDA	13	19	34	46	46	46	46	19	34	52	56	56	56
Carbohydrate (% kcal)	AMDR	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65	45-65
Carbohydrate (g)	RDA	130	130	130	130	130	130	130	130	130	130	130	130	130
Fiber (g)	14g/ 1,000 kcal	14	17	22	25	28	25	22	20	25	31	34	31	28
Added Sugars (% kcal)	DGA	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Total lipid (% kcal)	AMDR	30-40	25-35	25-35	25-35	20-35	20-35	20-35	25-35	25-35	25-35	20-35	20-35	20-35
Saturated Fatty Acids (% kcal)	DGA	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
18:2 Linoleic acid (g)	AI	7	10	10	11	12	12	11	10	12	16	17	17	14
18:3 Linoleic acid (g)	AI	0.7	0.9	1.0	1.1	1.1	1.1	1.1	0.9	1.2	1.6	1.6	1.6	1.6
Minerals														
Calcium (mg)	RDA	700	1,000	1,300	1,300	1,000	1,000	1,200	1,000	1,300	1,300	1,000	1,000	1,000 ^b
Iron (mg)	RDA	7	10	8	15	18	18	8	10	8	11	8	8	8
Magnesium (mg)	RDA	80	130	240	360	310	320	320	130	240	410	400	420	420
Phosphorus (mg)	RDA	460	500	1,250	1,250	700	700	700	500	1,250	1,250	700	700	700
Potassium (mg)	AI	2,000	2,300	2,300	2,300	2,600	2,600	2,600	2,300	2,500	3,000	3,400	3,400	3,400
Sodium (mg)	CDRR	1,200	1,500	1,800	2,300	2,300	2,300	2,300	1,500	1,800	2,300	2,300	2,300	2,300
Zinc (mg)	RDA	3	5	8	9	8	8	8	5	8	11	11	11	11

Vitamins														
Vitamin A (mcg RAE ^a)	RDA	300	400	600	700	700	700	700	400	600	900	900	900	900
Vitamin E (mg AT ^d)	RDA	6	7	11	15	15	15	15	7	11	15	15	15	15
Vitamin D (IU ^d)	RDA	600	600	600	600	600	600	600 ^c	600	600	600	600	600	600 ^c
Vitamin C (mg)	RDA	15	25	45	65	75	75	75	25	45	75	90	90	90
Thiamin (mg)	RDA	0.5	0.6	0.9	1.0	1.1	1.1	1.1	0.6	0.9	1.2	1.2	1.2	1.2
Riboflavin (mg)	RDA	0.5	0.6	0.9	1.0	1.1	1.1	1.1	0.6	0.9	1.3	1.3	1.3	1.3
Niacin (mg)	RDA	6	8	12	14	14	14	14	8	12	16	16	16	16
Vitamin B-6 (mg)	RDA	0.5	0.6	1.0	1.2	1.3	1.3	1.5	0.6	1.0	1.3	1.3	1.3	1.7
Vitamin B-12 (mcg)	RDA	0.9	1.2	1.8	2.4	2.4	2.4	2.4	1.2	1.8	2.4	2.4	2.4	2.4
Choline (mg)	AI	200	250	375	400	425	425	425	250	375	550	550	550	550
Vitamin K (mcg)	AI	30	55	60	75	90	90	90	55	60	75	120	120	120
Folate (mcg DFE ^d)	RDA	150	200	300	400	400	400	400	200	300	400	400	400	400

^a AI = Adequate Intake, CDRR = Chronic Disease Risk Reduction Level, DGA = *Dietary Guidelines for Americans, 2020-2025*, RDA = Recommended Dietary Allowance.

^b Calcium RDA for males ages 71+ years is 1,200 mg.

^c Vitamin D RDA for males and females ages 71+ years is 800 IU.

^d AT = alpha-tocopherol, DFE = Dietary Folate Equivalent, IU = International Units, RAE = Retinol Activity Equivalents.

Sources: Institute of Medicine. *Dietary Reference Intakes: The Essential Guide to Nutrient Requirements*. Washington, DC: The National Academies Press; 2006. Institute of Medicine. *Dietary Reference Intakes for Calcium and Vitamin D*. Washington, DC: The National Academies Press; 2011. National Academies of Sciences, Engineering, and Medicine. *Dietary Reference Intakes for Sodium and Potassium*. Washington, DC: The National Academies Press; 2019.



14 APPENDIX E – SAMPLE WEEKLY MEALS

RFP 2023-051 Senior Nutrition Hot Meals

DO NOT SUBMIT WITH PROPOSAL

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 1

MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Lunch							
Angus Beef Patty (3.2 oz raw)	1 each	Scrambled Eggs (for diets)	3 ozw	Pinto Beans LF/LS	1 cup	Roasted Pork Loin	3 ozw
						Turkey Chili with Beans LS	8 ozw
Cheese	1 ozw	Hash Browns w/Peppers & Onions	1 cup	Cabbage w/ Tomatoes	1/2 cup	Gravy LF/LS	2 fl oz
						Coleslaw Vinaigrette	1/2 cup
Tomato Slice	3 slice	Warm Glazed Apples	1/2 cup	100% Orange Juice (6 oz)	1 each	Mashed Potatoes LF/LS	1 cup
						Southern Cornbread	1/80 cut
Sliced Lettuce Leaf	1 each	Pineapple Orange Juice (100% Juice)	1 each	Macaroni & Cheese	1/2 cup	Greens LF	1/2 cup
						Margarine, pc	1 each
Sliced Peaches	1/2 cup	Apple Cinnamon Coffeecake	1/70 cut	Southern Cornbread	1/80 cut	100% Apple Juice (6 oz)	1 each
						Cinnamon Apples	1/2 cup
Baked Beans	1/2 cup	2% Milk (Half Pint)	1 each	Margarine, pc	1 each	Whole Grain Dinner Roll	1 each
						2% Milk (Half Pint)	1 each
Whole Grain Hamburger Bun	1 each			Strawberry Shortcake w/ Whipped Topping	1/60 cut	Margarine, pc	1 each
Fresh Baked Sugar Cookies (1 ozw)	1 each			2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each
Ketchup & Mustard Packets	1 each			Chopped Onion	2 tablespoon	Pumpkin Spice Cake	1/70 cut
2% Milk (Half Pint)	1 each					Vinegar, pc	1 packet

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

NUTRITION STATEMENT: This menu meets the nutritional guidelines of the NC Department of Aging Requirements (planned using weekly average except for calories and sodium are planned daily) 700 calories, 1300 mg Na, 400 mg Ca, 30% calories from fat.

Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 2

MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY				
Meal Name: Lunch											
Charbroiled Patty (3 ozw)	1 patty	BBQ Pulled Chicken	1/2 cup	Beef Stew (3 oz diced beef)	8 ozw	Tuna & Noodles (2 oz)	10 ozw	Breaded Pork Chop	1 each		
Mushroom Gravy LF/LS	2 fl oz	BBQ Sauce (scratch) LS	1 fl oz	Tossed Salad w/ Tomatoes	1/2 cup	Broccoli	1/2 cup	Cream Gravy LF/LS	2 fl oz		
Collard Greens	1/2 cup	Vinaigrette Coleslaw LF	1/2 cup	Rice LF	1 cup	Lima Beans LF	1/2 cup	Broccoli LF	1/2 cup		
Pineapple Orange Juice (100% Juice)	1 each	Harvard Beets	1/2 cup	Whole Grain Dinner Roll	1 each	Mandarin Oranges (canned)	1/2 cup	100% Apple Juice (6 oz)	1 each		
Mashed Potatoes LF	1/2 cup	Baked Potato Chips	1 bag	Margarine, pc	1 each	Bakery Biscuit	1/80 cut	Navy Beans LF/LS	1/2 cup		
Whole Grain Dinner Roll	1 each	Whole Grain Hamburger Bun	1 each	Fudge Brownie	1/80 cut	Fresh Baked Sugar Cookies (1 ozw)	1 each	Southern Cornbread	1/80 cut		
Margarine, pc	1 each	COBBLER BLUEBERRY	1/2 cup	Fat Free Buttermilk Ranch Dressing	1 each	2% Milk (Half Pint)	1 each	Vanilla Pudding	1/2 cup		
Sliced Peaches	1/2 cup	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each			2% Milk (Half Pint)	1 each		
2% Milk (Half Pint)	1 each										
Chopped Onion	2 tablespoon										
Vinegar, pc	1 packet										

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

NUTRITION STATEMENT: This menu meets the nutritional guidelines of the NC Department of Aging Requirements (planned using weekly average except for calories and sodium are planned daily) 700 calories, 1300 mg Na, 400 mg Ca, 30% calories from fat.



Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 3

MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Lunch							
Teriyaki Chicken Drumstick 1 each	Spaghetti Italian Sauce (2 oz gr turkey) 8 ozw	Chicken Alfredo (Mix) (3 oz Diced) 3/4 cup	Pork Roast 3 ozw	Crispy Battered Cod (3 oz) 1 each			
Fried Rice LS/LF 1 cup	Dinner Salad w/ Carrots, Tomatoes & Peppers 1 cup	Bowtie Pasta 1 cup	Gravy LF/LS 3 fl oz	Cabbage w/ Tomatoes 1/2 cup			
Cabbage LF 1 cup	Garlic Bread 1 slice	Irish Blend Vegetables LF 1 cup	Greens LF 1/2 cup	Sliced Peaches 1/2 cup			
Mandarin Oranges (canned) 1/2 cup	1000 Island Dressing, pc 1 each	100% Grape Juice Blend 1 each	Pineapple Orange Juice (100% Juice) 1 each	Macaroni & Cheese 1/2 cup			
Fresh Baked Sugar Cookies (1 ozw) 1 each	Cherry Cobbler 1/2 cup	Whole Grain Dinner Roll 1 each	Mashed Potatoes LF 1 cup	Hushpuppies 2 each			
2% Milk (Half Pint) 1 each	2% Milk (Half Pint) 1 each	Margarine, pc 1 each	Southern Cornbread 1/80 cut	Tartar Sauce 1 packet			
	Parmesan Cheese, pc 1 packet	Crispy Rice Treat 1/60 cut	Margarine, pc 1 each	Fresh Baked Sugar Cookies (1 ozw) 1 each			
		2% Milk (Half Pint) 1 each	Yellow Cake 1/54 cut	2% Milk (Half Pint) 1 each			
			2% Milk (Half Pint) 1 each				
			Vinegar, pc 1 packet				

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

NUTRITION STATEMENT: This menu meets the nutritional guidelines of the NC Department of Aging Requirements (planned using weekly average except for calories and sodium are planned daily) 700 calories, 1300 mg Na, 400 mg Ca, 30% calories from fat.



Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 4

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
Meal Name: Lunch													
Whole Grain Mini Corn Dogs	6 each	Baked Meatloaf (3 ozw each)	1 patty	Beef Pastrami	2 ozw	Herb Baked Boneless Chicken Breast	3 ozw	Tex-Mex Taco Meat (2 oz gd beef)	3 ozw				
Cabbage LF	1/2 cup	Tomato Gravy LF/LS	1 fl oz	Real Swiss Cheese	1 ozw	Gravy LF/LS	2 fl oz	Shredded Cheddar Cheese	1 ozw				
Mixed Fruit (canned)	1/2 cup	Broccoli LF	1/2 cup	Creamy Coleslaw LF	1/2 cup	Green Beans LF	1 cup	Pinto Beans LF/LS	1/3 cup				
Baked Beans	1/2 cup	100% Orange Juice (6 oz)	1 each	Whole Wheat Bread	2 slice	LS Vegetable Juice (V-8)	1 each	Shredded Lettuce	1 cup				
Whole Grain Dinner Roll	1 each	Corn LF	1/2 cup	1000 Island Dressing, pc	1 each	Mashed Potatoes LF	3/4 cup	Diced Tomato	1/8 cup				
Mustard	1 packet	Southern Cornbread	1/80 cut	Three Bean Salad	3/4 cup	Whole Grain Dinner Roll	1 each	Spanish Rice LF/LS	1/2 cup				
Fresh Baked Oatmeal Raisin Cookie (1 ozw)	1 each	Carrot Cake	1/60 cut	Sliced Peaches	1/2 cup	Pumpkin Bar	1/60 cut	Flour Tortilla (6")	1 each				
2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	Apple	1 each				
		Ketchup	1 packet					2% Milk (Half Pint)	1 each				
								Taco Sauce	1 packet				

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

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Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 5

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
Meal Name: Lunch													
Baked Meatloaf (3 ozw each)	1 patty	Breaded Chicken Breast Patty (4 ozw raw each)	1 patty	Pinto Beans LF	1 cup	Herbed Chicken Thighs (2/svg)	1 serving	BBQ Pork Rib Patty	1 patty				
Gravy LF/LS	2 fl oz	Tomato Slice	3 slice	Greens LF	1/2 cup	Gravy LF/LS	2 fl oz	BBQ Sauce (scratch) LS	1 fl oz				
Harvard Beets	1/2 cup	Sliced Lettuce Leaf	1 each	100% Orange Juice (6 oz)	1 each	Broccoli Casserole	4 ozw	Coleslaw Vinaigrette	1 cup				
Rice LF	1/2 cup	Glazed Carrots LF	2/3 cup	Cheesy Hash Browns	1/2 cup	Pineapple Orange Juice (100% Juice)	1 each	Macaroni & Cheese	1/2 cup				
Whole Grain Dinner Roll	1 each	Baked Beans	3/4 cup	Southern Cornbread	1/80 cut	Mashed Potatoes LF	1/2 cup	Whole Grain Hamburger Bun	1 each				
Margarine, pc	1 each	Whole Grain Hamburger Bun	1 each	Yellow Cake	1/54 cut	Bakery Biscuit	1/80 cut	Apple Cobbler	1/2 cup				
100% Cranberry Juice (4 oz)	1 each	Light Mayonnaise, pc	1 packet	2% Milk (Half Pint)	1 each	Mixed Fruit (canned)	1/2 cup	2% Milk (Half Pint)	1 each				
Fudge Brownie	1/80 cut	Diced Pears	1/2 cup	Chopped Onion	2 tablespoon	2% Milk (Half Pint)	1 each						
2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	Vinegar, pc	1 packet								

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

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Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

Union County Senior Nutrition Menu
North Carolina
2022-2023 Fall/Winter



Week: 6

MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Lunch							
Herbed Pork Chop	3 ozw	Beef & Cheese Lasagna 8/2/1	8 ozw	Cheesy Broccoli Rice Casserole (2 oz gd beef)	10 ozw	Meatballs (1/2 oz each)	6 each
Gravy LF/LS	2 fl oz	Green Beans	1/2 cup	Greens LF	1/2 cup	BBQ Sauce (scratch) LS	1 fl oz
Brussels Sprouts LF	1 cup	Tossed Salad with Italian Dressing	1/5 cup	Cinnamon Apples	1/2 cup	Roasted Beets & Carrots	1/2 cup
Sliced Peaches	1/2 cup	Bakery Biscuit	1/80 cut	Fig Newton Cookies (2ct)	1 package	100% Apple Juice (6 oz)	1 each
Rice LF	1/2 cup	Red Gelatin	1/2 cup	2% Milk (Half Pint)	1 each	Noodles LF	3/4 cup
Whole Grain Dinner Roll	1 each	2% Milk (Half Pint)	1 each	Vinegar, pc	1 packet	Whole Grain Dinner Roll	1 each
Margarine, pc	1 each	Parmesan Cheese, pc	1 packet			Fresh Baked Chocolate Chip Cookie (1 ozw)	1 each
2% Milk (Half Pint)	1 each					2% Milk (Half Pint)	1 each
						Cranberry Sauce	2 ozw

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

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Julia Dunnigan, RD #86086847

Reviewed 9/22

ARAMARK Dietitian's Signature:

Client's Approval:

15 APPENDIX F – SNP FY23 UNITS

RFP 2023-051 Senior Nutrition Hot Meals

DO NOT SUBMIT WITH PROPOSAL

UNION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
Congregate	944	1032	958	903	901	838	635	691	909	905	939	933	10,588
Home Delivered	5228	5711	4888	5394	4767	5035	5027	4944	5492	4361	5318	5328	61,493
Total													72,081

16 APPENDIX G – EQUIPMENT PHOTOGRAPHS

RFP 2023-051 Senior Nutrition Hot Meals

DO NOT SUBMIT WITH PROPOSAL



Steam Table



Electric
Heated
Food
Storage
Cabinet



Tea Dispenser



Ice Chest

17 APPENDIX H – TEMPLATE CONTRACT

RFP 2023-051 Senior Nutrition Hot Meals

DO NOT SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter “Union,” and [Contractor’s full legal name], a [type of business (corporation, limited liability company, etc.) and state where incorporated], whose address is _____, hereinafter “Contractor.”

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain [briefly describe services here] services; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. **SERVICES PERFORMED.** Contractor agrees to perform the services as set forth in the attached Scope of Work [or, if the full RFP is to be attached as the scope of work, state the RFP number and full RFP title], which is incorporated herein by reference (hereinafter the “Services”), in accordance with the terms of this Agreement.
2. **FEE AND PAYMENT SCHEDULE.** Union shall pay Contractor [insert payment amount or rate] for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union’s Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
3. **TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of [insert agreement time length] (the “Initial Term”). [The following sentence to be used only if renewals might be needed or desired, and then only if the RFP lists the possible number of renewals. If the contract is just for a single term, this sentence may be deleted.] Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to ___ [number of possible additional terms, as stated in the RFP] additional ___ [number of years in each renewal term]-year terms, each a “Renewal Term,” upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days’ written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.
4. **OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the

“Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor’s income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor’s own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS’ COMPENSATION. No workers’ compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers’ compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no

assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

[CONTRACTOR'S FULL LEGAL NAME]

By: _____ (SEAL)

Approved as to Legal Form _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department:
Contract #:

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.