LEGAL NOTICE

MARTIN COUNTY ADULT & AGING SERVICES INVITATION TO BID: FOOD SERVICE VENDOR

Notice is hereby given that the County of Martin is requesting sealed bids for Food Service (preparation and delivery) to be funded under the Home and Community Care Block Grant. Bids are requested for both Congregate and Home Delivered Meals for Martin County.

Food Service Vendor Bid Packets may be obtained from Martin County Human Resources Office; 305 East Main Street, Williamston, N.C. 27892; Monday through Thursday between 8:00AM and 5:00PM.

Completed bid proposals must be received by Martin County Manager, James Bennett's, office, 305 East Main Street, Williamston, N.C. 27892, no later than **5:00 pm** on **Monday, June 26, 2023**. All bid proposals *must be sealed and postmarked*.

Sealed bids will be opened in the Martin County Manager's Office on **Tuesday, June 27, 2023**. The County of Martin reserves the right to reject any and all bids.

A 5% cash deposit or bid bond must accompany each bid proposal as required by N.C.G.S. 413-149.

AND REQUIREMENTS

FOR: MARTIN COUNTY ADULT & AGING SERVICES

TITLE III OLDER AMERICANS ACT HOME AND COMMUNITY CARE BLOCK GRANT

CONGREGATE NUTRITION
AND
HOME DELIVERED MEALS

For the period of: July 1, 2023 to June 30, 2024

All questions should be addressed in writing to:

Madison Wilkinson, Director PO Box 1023 Williamston, N.C. 27892

Email: madison.wilkinson@martincountyncgov.com

DEFINITIONS

For purposes of this Food Bid Proposal, the following terms shall have the following meanings:

"MCAAS" - Martin County Adult & Aging Services

"Client" - Recipient of Congregant or Home Delivered Meals

"FSV" - Food Service Vendor

"HCCBG" - Home and Community Care Block Grant

"IFB" - Invitation for Bid

IDENTIFICATION OF CONGRETATE NUTRITION SITES

FISCAL YEAR

(July 1, 2023 – June 30, 2024)

COUNTY	SITE AND ADDRESS	DAILY AVERAGE
Martin	Williamston Nutrition Site 201 Lee Street Williamston NC 27892	0–22
Martin	Jamesville Nutrition Site 309 New Street Jamesville NC 27846	0–16
Martin	Robersonville Nutrition Site 203 Green Street Robersonville NC 27871	0–15
Martin	Oak City Nutrition Site 415 S.W. Commerce Street Oak City NC 27961	0–10

Martin County average range of daily congregate meals: 0–63

Total Martin County Congregate Sites: 4

IDENTIFICATION OF HOME DELIVERED MEALS ROUTES

<u>COUNTY</u>	SITE LOCATION	WEEKLY AVERAGE
Martin	Williamston Nutrition	153–255
Martin	Jamesville Nutrition	42–80
Martin	Robersonville Nutrition	48–120
Martin	Oak City Nutrition	12– 35
Martin	Bear Grass Nutrition	12–55
Martin	Hamilton Nutrition	39–85

Martin County average range of weekly home delivered meals: 306–630 Total Martin County Home Delivered Meals routes: 6

*** All home delivered meals are delivered to Williamston Site to be distributed to client's homes

TENTATIVE SCHEDULE HOLIDAYS TO BE OBSERVED BY TITLE III – NUTRITION FOR THE CONGREGATE & HOME DELIVERED MEALS PROGRAM

FISCAL YEAR 2023 – 2024

Independence Day Tuesday, July 4, 2023

Labor Day Monday, September 4, 2023

Veteran's Day Friday, November 10, 2023

Thanksgiving Thursday and Friday

November 23 & 24, 2023

Christmas Monday, December 25 -

Wednesday, December 27, 2023

All meals

New Year's Day Monday, January 1, 2024

Martin Luther King Jr. Day Monday, January 15, 2024

Good Friday Friday, April 10, 2024

Memorial Day Monday, May 27, 2024

Juneteenth Wednesday, June 19, 2024

***There may be additional closings not listed above. Food Service Vendor will be notified as soon as possible of these additional closings.

REQUEST FOR PROPOSAL

FISCAL YEAR (July 1, 2023 – June 30, 2024)

FOOD SERVICE VENDER

PURPOSE

The purpose of the Title III Nutrition Program is to provide one hot meal or other appropriate nutritious noon meal per serving day with 1/3 of the minimum Recommended Daily Allowances (A minimum of 700 calories) for Older Adults. The target population for the services are persons 60 years of age or older, with an emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly.

NEED

A range of 10–63 appropriate congregate meals per day is to be prepared and transported in bulk or pre-plated, and a range of 306–630 appropriate home delivered meals prepared in bulk or pre-plated by food service vendor and delivered by site workers on the first work day of each week. As a consequence of COVID-19, all 5 meals are to be prepared and delivered in the first working day of each week. There will be approximately 155 serving days beginning July 1, 2023 and ending June 30, 2024.

SCOPE OF WORK

Each day's menu must provide one-third (1/3) of the Recommended Daily Dietary Allowance, National Research Council, and the meal pattern requirement set forth below:

- a. The **required** menu is to be a 4-week cycle and be used approximately three to six months as scheduled.
- b. Menus **must** be changed seasonally to fit the appropriate weather.
- c. If the food service vendor develops the 4-week cycle menu, these menus along with the nutritional analysis must be submitted to the Martin County Adult & Aging Services office bearing
 - the signature of a registered dietitian along with a copy of the dietitian's current credentials. This will ensure that the Federal regulations stipulating nutritional standards for older adults have been satisfied. Final approval of said menus will come from the contracting agencies consulting registered dietician.
- d. Each meal on the certified-signed menu must be served. A menu change form received on the date of delivery must document any deviation from the certified menu. The specific food substitution should be listed and approved by the registered dietitian. Only one substitution allowed per 30 days.

MENU PLANNING REQUIREMENT

Each meal served must contain at least 1/3 of the current Daily Recommended Dietary Allowances established by the Food and Nutrition Board, National Academy of Science – National Research Council (Tenth Edition). Portions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the daily Recommended Dietary Allowances. Agencies providing congregate nutrition and home delivered services must use and follow the "Menu Pattern" below:

- Each day's menu must meet 1/3 of the Recommended Dietary Allowances.
- All foods must be identified in order to calculate nutrient value.

All meals must meet the following specifications:

- Calorie content must be a minimum of 700 calories per day
- The fat content should be no more than 30% of total calories
- The sodium content shall not exceed 1300 mg per meal
- Dairy no less than 400 mg of calcium from combined menu items
- Each category of the "Menu Pattern" outlined below must be served to each participant:

1. Protein Category

The total protein content of each meal must be no less than twentyone grams. Of this, fourteen grams must be a "complete protein" in the form of 2-3 oz. eligible meat, fish, or poultry, exclusive of fat, bone, or gristle.

One-half cup cooked drained dried beans, peas, lentils, may be used as a substitute for 1 oz. of meat. One cup of dried beans may be used twice in one 20-day cycle as a substitute for 2 oz. meat; however, a "complimentary" protein source must be served at the

same meal with the 1 cup dried beans in order to serve a complete protein (i.e. rice, corn, or cornbread).

Other protein sources such as 1 egg or 2 Tablespoons peanut butter may also be substituted for 1 oz. meat.

Ground meat may be used in entrees no more than twice in one week. Casseroles or other mixed dishes must have ingredients specified on the menu to facilitate nutrient analysis.

2. Complex Carbohydrate Category

Each meal must contain 2 servings of a whole grain or enriched grain product, such as – one-half cup rice, grits, or pasta; 6 saltine crackers; cornbread (2 ½" square X 1 ½" high); 1 roll, biscuit, or muffin; or 1 slice of bread. Breads, rolls, or muffins must weigh at least 1 ounce. These may be served as separate items or incorporated into the main entrée as a mixed dish in the amount specified below. Alternate: 1 serving of bread product listed above and ½ cup serving of starchy vegetable may be provided in the place of 2 servings of grain or bread product. Examples of starchy vegetables are: one-half cup sweet or white mashed potato (or 1 medium potato), lima beans, green peas, or one-third cup corn. (Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement listed below).

3. Vegetable/Fruit Category

Each meal must contain 2 servings of different fruits and/or vegetables. A serving consists of ½ cup canned fruit drained) or ½ cup cooked vegetable (drained), a piece of fresh fruit, or 4 ounces of 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% fruit juice fortified with Vitamin C to meet one-third daily Recommended Dietary Allowances for Vitamin C or Vitamin C

fortified cranberry juice cocktail), ½ cup coleslaw, or 1 cup tossed mixed fresh vegetable salad. When salad is served it must be served in a separate compartment tray to avoid mixing with other foods or be served in a separate salad bowl. A serving of juice may fulfill no more than ½ of the fruit/vegetable requirement for any one meal.

One serving of Vitamin C-rich cold food must be served twice per week. Fruit or vegetables used in a gelatin or soups or main entrees may be counted as one serving if ½ cup of fruit or vegetable is used per serving. Vegetable or fruit sauces may not be identified as a fruit/vegetable requirement (i.e. tomato sauce for spaghetti, however, applesauce may be counted as fruit).

4. Fat Category

Total fat shall not exceed 30% of the total calories per meal. One teaspoon of butter or fortified margarine in an individual covered package chip or container may be used if it adds palatability to the menu (i.e. as on a roll, bread, baked potato, or other vegetable). The menu must identify whether margarine or butter is used when served. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability.

5. Calcium Rich Category

Each meal must contain no less than 400 mg. calcium. This may be obtained by one serving of 8-ounces of whole, low-fat, skim, buttermilk, chocolate milk (not chocolate drink), fortified with vitamins A & D in an individually sealed carton, or other foods high in calcium.

6. Dessert Category

Dessert will be provided once a week on alternate days. Desserts may include: fruit, puddings, fruited or plain gelatin, ice cream, or

ice milk, frozen yogurt, sherbet, cake (frosted or with fruit sauce), cobblers, cookies, or pies (or pie squares), etc. Care should be taken not to exceed the 30% fat level of the total calories for the meal. If fruit is used as a dessert, it can be counted as one serving of the fruit/vegetable category. If any calcium rich foods are used as dessert, they may be counted as part of the total calcium content of the meal. Dessert should be rotated on a different day on a weekly basis, so it will not be the same day every week.

MEAL PRICE

The meal price will include:

- a. All food requirements for Title III Nutrition Program at the Congregate Site and for Home Delivered Meals as indicated in the "Menu Pattern" above and in accordance with North Carolina Division of Aging Service Standards, Volume I, Congregate Nutrition and Home Delivered Meals.
- b. Condiments such as pepper, vinegar, mustard, catsup, salad dressings, mayonnaise, tartar sauce, and others appropriate to the meal being served.

c. Disposables:

Sectioned, laminated, heavy duty plates, with at least a minimum of four sections to hold 4 ounces of food each, without spillage, and one section large enough to hold entrée of 10 ounces.

- 12 ounce soup bowl with lip
- Salad/dessert dishes as needed
- Heavy duty knives, forks, spoons prepackaged
- Dinner size napkins
- Two (2) 35 gallon plastic garbage can liners per day, per site
- Eight-inch straws
- Eight ounce cups
- Four ounce cups with lids
- Hairnets
- Disposable gloves
- Disposable aprons
- Large hinged lid, three compartment container
- d. Transportation of meals to the specified sites. The meal price should not include the cost of lost serving days due to inclement weather.

SPECIAL REQUIREMENTS

Each nutrition site will make inventory of supplies on the last day of the month for the upcoming month. The supply list will be forwarded to the contractor on the last day of the month. If the last day of the month falls on a weekend, the list will be forwarded on the last working day of the month. The contractor will have the requested supplies to the nutrition sites no later than the 15th of the month. If the 15th falls on a weekend, supplies will be delivered the first working day of the next week. If the contractor fails to obtain and deliver the requested inventory, the Martin County Adult & Aging Services will purchase the requested supplies and deduct the amount from the contractor's invoice for that billing month.

At the time menus are submitted for certification, all recipes must be supplied to the contractor's registered dietician responsible for certifying the menu.

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

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

FOOD PROCUREMENT AND PREPARATION REQUIREMENTS

All food served must be prepared in a Grade A kitchen. All foods must meet standards of quality, sanitation, and safety applying to foods that are processed in a commercially licensed establishment.

Food prepared, frozen or canned in the home shall not be served at the site.

Food from unlabeled, rusty, leaking or broken containers or cans with side dents, rim dents or swells must not be used.

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 foods used in the meals must be from approved sources, being 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.

Fresh fish must bear the PUFI (Packed under Federal Inspection) Shield.

Fresh fruits and vegetables of good quality may be donated and incorporated into the menu only when they can be used to serve all participants. Prior to use, all fruits and vegetables shall be washed to remove dirt, or insecticide residues.

All food must be stored, prepared, held, and served in a manner to preserve optimum flavor and appearance, while retaining nutrient content.

Staff preparing and serving food must use good hygiene techniques and practices in all handling of the food. All hot food must be maintained at 140 degrees Fahrenheit or above throughout all processes from cooking to serving, and all cold foods must be maintained at 45 degrees Fahrenheit or below during all processes through serving. The use of heat stones for heat retention in hot foods should be provided as necessary. Each congregate nutrition provides must abide by food safety and sanitation practices required in "Rules Governing the Sanitation of Restaurants and Other Food Handling Establishments" (15A NCAC 18A.2600) and other applicable state and local ordinances and regulations. All materials used in food delivery carriers must be guaranteed to be safe for food contact. All carriers must be sanitized daily by the food service caterer.

Each meal must contain United States produced commodities or other foods at least equal in value to the USDA per meal cash entitlement. Donated

foods should be used to the maximum extent feasible and comply with all USDA regulations related to donated food and cash reimbursement.

OTHER REQUIREMENTS

- a. If due to negligence of the food service vendor the meals do not meet the meal pattern requirements (either through shortages, damages or inadequate temperatures), Martin County will not be obligated to pay for those incomplete meals.
- b. The FSV must follow standard weight measures (pound, ounce) in determining quantities of food to give correct yield of prepared food as required. Liquid (to prevent burning or drying) must be added after food is weighed.
- c. Martin County Adult & Aging Services office will be responsible for notifying the food service vendor by 1:30 pm daily of the number of meals to be delivered for the next day service.
- d. In case of inclement weather, the program director and the contractor, prior to 6:30 am will monitor the situation and determine if meals will be served that day.

BID PROPOSAL PROCESS AND REQUIREMENTS

- a. Bids must be received in the Martin County Manager's Office by **Tuesday**, **May 23**, **2023**, and must be on the form attached to these specifications and addressed to James Bennett, Martin County Manager, P.O. Box 668, Williamston, NC 27892.
- b. Martin County reserves the right to reject any and all bids.

c. Martin County will solicit opinions of people and/or agencies with which the food service vendor has fulfilled similar contracts if the food service vendor has no experience with Martin County.

CONTRACT PERIOD

The contract period will be for a twelve (12) month period running July 1, 2023 – June 30, 2024.

PREPARATION, DELIVERY AND TRANSPORTATION BY FOOD SERVICE VENDOR REQUIREMENTS

- a. All food shall be packaged and transported in a manner to protect against potential contamination including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Packaging and transport equipment must maintain appropriate food temperatures. Records of all temperature checks shall be kept on file for audit.
- b. FSV is required to provide accurate temperature sheets with correct weekly menu.
- c. The holding time between the completion of cooking at the commissary or kitchen and delivery of food to the nutrition site **shall not exceed three (3) hours.**
- d. Transportation of the food to the individual site(s) will be the responsibility of the food service vendor.
- e. The FSV shall follow an established delivery schedule for each site to ensure the service of meals at the given time. This will be within the framework of the 9 am to 11 am time, during which the sites are open to serve meals. In case of an emergency, the vendor must immediately notify each site of the delay.

- f. The loading and unloading of the containers from the vehicle into and out of the site shall be the responsibility of the food service vendor.
- g. Stainless steel serving utensils, (i.e. solid spoons, slotted spoons, tongs, spatulas, and scoops) must be provided.
- h. All "panned foods" such as cornbread, cake and meatloaf must be scored or indicated for proper serving size.
- i. The FSV will be responsible for purchasing, maintaining and replacing the hot/cold insulated units used for transporting bulk and home delivered food. However, vendor can use Martin County's existing carriers with the understanding that replacement, maintenance, repairs, and upkeep is the sole responsibility of the food service vendor.
- j. All food transport equipment and serving utensils shall be sanitized daily by the FSV.
- k. A *two-part carbon food delivery ticket* will be provided at each site by the food service vendor, which will includes:

1. Date: 6. Site arrival time & temps:

2. Site Name: 7. List of all foods being delivered:

3. *Number of meals:* 8. *Serving time & temps:*

4. Ending preparation times: 9. Signature of food production manager:

5. Ending preparation temps:

SPECIAL CONDITIONS AND REQUIREMENTS

- a. Martin County Adult & Aging Services will monitor the food service vendor's food preparation and transportation.
- b. Thirty days prior notice will be given to the food service vendor for the opening of new sites and/or the closing of current sites.
- c. The food service vendor's representative will make at least four (4) visits per year to different meal sites to monitor food quality.
- d. The Martin County Board of Commissioners reserves the right to make the final decision of the food service vendor for meal preparation.
- e. Martin County will terminate the food service contract if any of the conditions described herein are not met.
- f. If necessary, the FSV will change the source of the food supply to upgrade the food quality. These changes will be at the discretion of the MCAAS.
- g. The FSV must have access to a registered dietician for menu planning. The FSV will supply MCAAS with the dietician's credentials. The registered dietician must be licensed in North Carolina even if they live in another state.
- h. The food service vendor will supply, at a minimum, two four-week menus for use from April September, October March. The menus must be signed by a registered dietician and must accompany the food bid.
- i. Any contract under this bid is null and void if funds are reduced or become unavailable.

- j. Any contract under this bid may be canceled by the FSV only with sixty (60) days written notice to the MCAAS.
- k. MCAAS may cancel any contract under this bid by providing FSV with thirty (30) days' notice.
- I. The FSV will defend any suit against the program (including cost of litigation and attorney's fees) alleging injury or property damage during the transporting of the food as a result of consumption of meals. The FSV shall maintain adequate insurance for these purposes. Copies of these policies shall be provided to MCAAS with the signed contract.
- m. All records relevant to the contract must be maintained for three (3) years and three (3) months or until after a federal audit.
- n. Martin County Adult & Aging Services reserves the right to make unannounced inspections of food preparation sites, transport vehicles and all related equipment to examine food preparation methods and transporters for compliance with meal standards.
- o. Martin County requires copies of the vendors' past year sanitation reports from its county sanitation inspector and a letter from that inspector that states the FSV has the capacity of handling up to 700 meals per day.

BILLING

- a. The FSV will bill on a monthly basis of meals delivered under this contract.
- b. Bills will cover the calendar month.
- c. Bills will be submitted by the FSV to MCAAS no later than the 5th calendar day of the month immediately following the billing period.
- d. The FSV will verify the bills by the daily receipts signed by the site manager.
- e. The FSV and the MCAAS will establish how disputes involving discrepancies in billings are to be resolved. This agreement will be put in writing and signed by all parties to the contract.

EQUAL EMPLOYMENT OPPORTUNITY

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

BIDDER QUALIFICATIONS

1.	<u>Fo</u>	od Service Vendor Name and Contact Staff
	a.	Name and food service vendor's (FSV) address, inclusive of street address, or organization responding to IFB.
		,
	b.	Location, inclusive of street address, where the contract will be administered if different than the address listed in No. 1.

	C.	Name of contact person(s) for program regarding FSV's response to the invinclusive of street address, if different 1a or 1b.	ritation to bid. State address,
		Programmatic Contact Person (s)	Financial Contact Person (s)
		Addresses if different from the location	listed in No. 1a or 1b.
2.	<u>O</u>	<u>wnership</u>	
		Indicate by "X" the type of business/ag	gency responding to the IFB.
		A copy of letter from IRS reference to available if requested YES	ax exempt status will be made
		Public	Private, Not-for-Profit
		Minority	Private, For Profit

3. Services Being Bid

4.

	· ·	e Home and Community Care ncy is submitting a response	
	Home Deliv	vered	
<u>Serv</u>	rice History		
ye	ears in like or s	experience (by fiscal year) dimilar services for the Home e(s) marked in No. 3 above.	•
1.			
	Year:	Contacting Party:	Contact Person:
	Service:	Address:	Phone No.:
2.		<u> </u>	<u> </u>
	Year:	Contacting Party:	Contact Person:
	Service:	Address:	Phone No.:
3.	L	1	ı
	Year:	Contacting Party:	Contact Person:
	Service:	Address:	Phone No.:

	5.	<u>Financial</u>	Responsibilit	<u>/</u>
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a.		necking account.	the financial	Institution	nandling the FS	VS
		Financial Institution	Ad	dress	Phone No).
	1.					
	2.					
b.	p \$ n co	he agency currently rotect employees fro 1,000,000 liability contracted service(s) received the meals through MCAA rograms.	m job related overage to po employees an esulting in injur	injury and rotect itseled volunteery or illness	illness, and at lead f from loss due ers in providing to to the client receivi	tc tc he ng
		YES	NO			
	<u>N</u>	OTE: Please provi	de proof of in	surance a	s an attachment	i =
		government agency rease indicate by "X" i	•		th types of coverag	je,
		YES	NO			

NOTE: The Food Service Vendor must provide the County of Martin with a copy of the policy or riders, or evidence of self insurance if applicable, which provides the above coverage for the contracted service(s). The effective policy date can be no later than the inception date of the contract for the Home and Community Care Block Grant funded service(s). Failure to provide this coverage prior to the inception date of the contract will result in the dissolution of the offer to contract and the forfeiture of any bid bond.

c. If the FSV is a private-for-profit, list any major creditors and/or firms providing a line of credit.

	<u>Creditor</u>	<u>Address</u>	Phone No.
1.			
2.			
3.			
٠.			
4.			
••			

- d. The agency must submit a copy of its most recent audit or accountant's opinion of its fiscal operations.
- e. Food service vendor applicant needs to have experience dealing with large catering services.

MARTIN COUNTY ADULT & AGING SERVICES BID FORM FOR FOOD SERVICE CONTRACT

••••	L INCLUDING TAXES. rice for providing meals for Martin County
	\$
Attac	hed:
	5% Cash Deposit, Bid Bond, Certified Check
	\$ or Cashiers Check
	(Based on the estimated annual number of meals for Martin County, which is 40,000)
	Name:
	Address:
	Signature and Title of Authorized FBV Submitting Bid:

Sealed bid must be received in the office of James Bennett, Martin County Manager, 305 E. Main St., Williamston, N.C. 27892, no later than **5:00PM Monday, June 26, 2023**. Sealed bids will be opened on **Tuesday, June 27, 2023**.

BIDDING PROCEDURAL REQUIREMENTS

1. <u>Completion of IFB</u>

The agency must submit two (2) copies, in three (3) ring binders, of the completed IFB to James Bennett, Martin County Manager, no later than **Monday**, **June 26**, **2023**. The envelope should be clearly labeled, "**SEALED BID – DO NOT OPEN**" and state the agency's name. Responses received after the date and time listed will be considered non-responsive.

2. <u>Bid Deposit</u>

Each proposal must be accompanied by a deposit equal to five percent (5%) of the proposal. The deposit may consist of a cashier's check issued by and drawn on a Bank and Trust Company authorized to do business or certified in North Carolina and insured by the Federal Deposit Insurance Corporation, or a U. S. Money Order, payable to Martin County Finance; or five percent (5%) Bid Bond issued by any insurance company authorized to do business in North Carolina; the deposit will be returned to the successful bidder upon commencement of the contracted service. Deposits of unsuccessful bidders will be returned within five (5) days of contract award.

3. <u>Cognizance of Service Requirements</u>

In responding to the IFB the agency recognizes that it is fully cognizant of Requirements pursuant to:

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

4. IFB Negotiations

Prior to the award of the contract, the County of Martin reserves the right to negotiate specific terms in the IFB. The County of Martin reserves the right to accept or reject **any** and **all** IFBs, in whole or part, and waive irregularities not affecting substantial rights of the contracting Food Service Vendor. The IFB response time may be extended if responses are rejected and additional advertisements for IFBs are made. The County of Martin reserves the right to request additional information from the FBV at any time during the IFB process or prior to contract execution.

Acceptance of the IFB, or portion thereof, is contingent upon receipt of funding from the NC Division of Aging and compliance with any statutory revisions affecting the funds.

5. <u>Indemnity and Insurance</u>

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

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

6. Accounting Procedures

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

7. <u>Policy Manual Requirements</u>

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

8. <u>Assessment and Monitoring</u>

The FSV agrees that if its proposal is accepted it will be assessed and monitored by the County of Martin throughout the contract period for the purpose of providing assistance to the FSV and to assure that the contract is being implemented appropriately.

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

9. <u>Subcontracting</u>

There will be no subcontracting for services using federal or state funds administered through the County of Martin unless services cannot otherwise be provided.

10. Record Retention

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