



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
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REQUEST FOR PROPOSALS

RFP# 2023-034 Senior Services Meal Provider

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County) is requesting competitive sealed **proposals** in support of qualified suppliers to provide products and services for the Cherokee County Senior Services Meals Program, including congregate and home delivered meals, for the Senior Services Department, meeting the specifications and as described herein.

There **will not** be a mandatory meeting to review the requirements. The meeting will be held at the proposed work site and will include walking the area.

All times in the solicitation are local times to Cherokee County, Georgia in the Eastern Time Zone.

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms *potentially* required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance. *Refer to page 3 of this solicitation for the required Appendices.*

The County reserves the right to reject any or all proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County.

SCHEDULE:

Issued	July 5, 2023
Questions Due*	July 12, 2023 by 4:00 PM
Answers Due	July 17, 2023
Proposals Due*	July 28, 2023 at 10:00 AM
Phase II Meal Testing*	August 21-25, 2023
Anticipated Award Date	September 5, 2023

THE EXPECTED PERIOD OF PERFORMANCE:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be an X in the box corresponding option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

PHYSICAL DELIVERY OF ITEMS/GOODS REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of a Notice to Proceed (NTP), in which case the NTP would represent the beginning of performance. Term of services requested are as below:

Services Term:

☐

One Year

☐

Two Years

☐

Three Years

☒

Other: One Year Term with autorenewal for up to five (5) additional one (1) year terms. County may cancel pursuant to the agreement terms.

☒ **OPTION GRANT:**

This solicitation contains requested options; please see Statement of Work for details.

SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items :

- ☐ Information and Addenda Acknowledgement Form (Appendix A)
- ☐ Non-Influence and Non-Collusion Affidavit (Appendix B)
- ☐ E-Verify Affidavit (Appendix C)
- ☐ References* (Appendix D)
- ☐ Acceptance of County' Standard Agreement**, as below: (Appendix E)
 - ☐ Professional Services Agreement (Sample provided)
- ☐ Suspension, Debarment and Litigation Affidavit (Appendix F)
- ☐ SAM registration is required (Appendix F)
- ☐ Evidence of/ability to provide Insurance at the limits identified herein, ***
- ☐ Certifications, Licenses or Registrations as required by law and/or as requested
- ☐ Pricing on included pricing sheet / bid form
- ☐ Federal Grant Fund Requirements (Documents at the end of this solicitation)

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

****Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions

EVALUATION CRITERIA:

Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms for Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

40%	Price
20%	Technical/Ability to Meet Statement of Work Requirements
10%	Service Plan
30%	Meal Quality and Menu Planning
20%	Phase 2 – only selected Companies
120%	TOTAL

AT A MINIMUM, THE PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER FOR THE COUNTY TO EVALUATE EACH PROPOSAL.

Price

The County will determine a baseline of estimated meals of each type and will take the unit pricing proposed by the vendor and multiply the unit pricings times the anticipated number of meals.

Technical/Ability to Meet Statement of Work Requirements

1. Vendor shall include resume of registered dietician assigned to this account, name and registration number. Vendor will provide menus signed by registered dietician on a quarterly basis
2. Vendor shall provide proof that written procedures for preparing frozen/chilled meals, based upon local, state and federal standards, are posted in the kitchen where meals are prepared.
3. Vendor shall include information on who prepares frozen/chilled meals on-site and shall demonstrate proof of blast freezer/chiller and/ or other equipment necessary for safe food processing of frozen/chilled foods.
4. Vendor shall provide evidence that all frozen/chilled meals are prepared under the guidance and/ or supervision of a registered dietician (preferred) or of a person with comparable nutritional experience. Vendor must state in its proposal the name and title of the person supervising the frozen/chilled meals preparation and include their resume and job description.
5. Vendor shall provide a copy the last 12 months of Health Inspection scores below 85 percent identifying failures.

Vendor shall address each section of the statement of work in their proposal and their ability to meet or exceed the requirements

References may be contacted should the evaluation team deem them necessary.

Proposals will be scored on the above evaluation criteria. Failure to provide information necessary to evaluate proposal, may result in a lower scoring proposal.

The County reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

Service Plan

Cleaning methods for: storage areas, serving areas and transportation equipment.

Phase 2

Senior Services strongly desires that the meals are appealing to the participates of both the home delivery and congregate programs. As part of the evaluation process, Senior Services may request sample meals and vendors to visit the facility. If sample meals are requested, and additional 20 points will be associated with the evaluation and satisfaction of the quality of meals presented. The Vendor(s) may be asked to deliver meals to the Senior Center, located at 1001 Univeter Road, for tasting and quality assessment. Sample meals may either be the vendor's choice of their top three (3) entrees including one picnic meal and one breakfast meal, or the County may request a specific type of meal. No more than six (6) servings of each will be required. Delivery of the samples, if requested, would be the week of August 21-25, 2023 and will be coordinated with the selected vendor(s). Phase 2 may also consist of a representative(s) of Cherokee County conducting a site visit to the proposer's facility and will be scheduled in advance.

HOW AND WHERE TO SUBMIT PROPOSALS:

The County has two methods for receiving proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late proposals will be accepted for any reason, please plan accordingly.

A. Electronic Submissions Only:

Proposals are to be submitted electronically **ONLY** to BidNet Direct. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) as ONE file unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number] _ [Vendor Name] _ [Document Type]
Example: "2017-111_ABC Company Proposal"

QUESTIONS/ADDENDA:

Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via BidNet Direct** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on BidNet Direct. All interested parties are instructed to monitor BidNet Direct on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

STATEMENT OF WORK AND / OR SPECIFICATION LOCATED ON THE NEXT PAGE

STATEMENT OF WORK AND / OR SPECIFICATION:

Cherokee County Senior Services is responsible for the administration, coordination and implementation of the Older Americans Act Grant Programs and Services for the senior citizens of Cherokee County. One of the primary purposes of the Older Americans Act Title III-C Nutrition Program is to provide low cost, nutritionally balanced meals that meet the Dietary Guidelines for Americans. The meals must provide at least one-third of the Dietary Reference Intakes and Recommended Dietary Allowances (DRI/RDA) for persons 55 years and older. Funding for these meals is provided by federal state grant monies in conjunction with County tax dollars. The Senior Services Meal Program consists of congregate and home delivery meals.

The County wishes to award an agreement to one company to serve both congregate and home delivery. However, the County may award to two separate companies, one for congregate meals and one for home delivery, should this option be in the best interest of the Senior Services Meal Program. Companies may submit proposals for both congregate and home delivery, or they may submit on just home delivery or just congregate.

The term of the agreement shall be one (1) year with the option to renew five (5) additional one (1) year terms. County may cancel pursuant to the agreement terms.

The following are total numbers of meals ordered for each program during the most recent 12-month period:

Congregate Meals Program – 11,000 meals

Home Delivered Meals Program – 47,516 meals

There is no guaranteed minimum order quantity for this contract. The above numbers represent the current demand during a twelve (12) month period and should be used as a general guideline. Actual contract quantities will be based upon current demand and available funding and will be paid on an actual basis.

Section 1: Overview of the current process is as follows:

1. The County shall evaluate and determine the needs for the following week not-later-than Friday of the preceding week and will provide a breakdown by day, of the number and types meals to be delivered by the vendor the following week.
2. The Senior Center would prefer the flexibility to be able to change the order quantity of the congregate program throughout the week for not more than 10 meals per week. This would allow the Senior Center to add extra meals on Monday or Tuesday for the remainder of the week, or cancel up to 10 meals in the event a senior gets sick or is unable to participate in the congregate program that week. This option would strictly be requested on a case by case basis and would not be considered the norm.
3. Currently each Wednesday contains the highest number of deliveries. Week home delivery and weekend delivery requirements for Five Pack and Seven Pack Frozen Meals as well as Shelf Stable Meals are delivered as well as the Congregate Meals for that day.
4. Prior to holidays, unique requirements are identified and delivery is to occur as directed by the Senior Center associate responsible for the program.

5. Each delivery is subject to acceptance by the County, which will ensure at a minimum that the food items are as ordered; that they are in appropriate containers and that they are at the appropriate temperatures.
 - a. Items not meeting these requirements are subject to rejection and will not be paid for by the County.
 - b. Rejected items are the responsibility of the service provider to correct at its expense and without any additional cost to the County.
 - i. Service provider shall have a method of providing compliant replacement items in a timely manner for those that were rejected.
 - ii. Should the County need to provide a remedy for the service provider's rejected deliveries, such activities shall be billed to the Service Provider on a time and materials basis.
6. At the County's request, as often as once a month, the Senior Center Staff will request an on-site (Senior Center) account review to discuss the performance and determine any areas of joint improvement that can be made. The County will accept Zoom Meetings.

Section 2: Congregate Meals

Cherokee County Senior Services provides a minimum of one – two meals per day, served out of two different distribution locations, Monday through Friday, except when the County is closed for holidays or closed due to inclement weather. Georgia state regulations requires the County to serve meals for no less than 250 days per year for both congregate and home delivery. The awarded company will be required to deliver hot meals (140 degrees) in tightly packaged steam table pans or frozen meals between the hours of 8:15 AM and 9:30 AM, local time to both locations.

Senior Services would like the option to serve a balanced, hot breakfast during breakfast hours, and then a lighter lunch that may include a sandwich during lunch hours. This option would be utilized one – two days per week. Throughout the rest of the week, one hot lunch meal would be provided. Regardless of the type of meals selected during the given week, all meals must meet the minimum nutritional requirements set forth in this solicitation. Senior Services has concluded that there is less waste on days when breakfast is served. While at this time it may not be feasible to serve breakfast every day, Senior Services requires that breakfast be an option.

Distribution locations include:

Cherokee County Senior Services main building, located at 1001 Univeter Road, Canton, Georgia 30115 and the Ball Ground Senior Center, located at 338 Groover Street, Ball Ground, Georgia 30107. **The County may add an additional location during this contract duration.**

Section 3: Home Delivered Meals

These meals are served one (1) or (2) meals per day, per participant (person). The County delivers meals Monday – Friday, except when the County is closed for holidays or inclement weather. These meals must be packaged in individual microwavable safe and conventional oven safe containers.

1. On holidays, the County delivers an additional meal to each participant prior to scheduled County closing.
2. During inclement weather, additional meals are provided prior to an event.

3. Meals delivered during holidays and inclement weather events must be Shelf Stable Meals individually packaged in a box containing canned, sealed or wrapped foods.
4. All Home Delivered Meals, 5 or 7 pack frozen meals, and shelf stable meals must be delivered to 1001 Univeter Road, Canton, Georgia 30115.
5. The annual volume, as indicated above, may be increased and/or decreased depending on funding during the contract term and should not be used as anything other than historical information; they are not guaranteed minimum quantities.
6. As an alternate to a meal, provider shall have the capability to supply Ensure and Glucerna meal replacement shakes for the home delivery program.

Section 4: Requirements for both Congregate and Home Delivery:

Federal and state regulations require that special and therapeutic and/or modified diets must be available. For purposes of this RFP, a therapeutic/modified meal is defined as a normal diet altered to meet requirements under different conditions such as health, disease, religious or ethnic. Provider shall be able to provide modifications to the regular menu (both congregate and home delivery), to meet health, religious and/or ethnic needs. The diet may be modified in consistency, flavor, method of preparation, service, frequency of feeding and/or content (calories, carbohydrates, protein, fat, sodium or specific nutrients). A registered dietician must plan therapeutic menus on a three-month cycle. Provider must agree to follow the Georgia Dietetic Association Manual for the planning of all therapeutic/modified meals. Nutritional information, including calories, carbohydrates, sodium, etc. must be provided along with the menu.

- All meals must adhere to the Georgia Department of Human Resource's Congregate and Home Delivered Meal Standards. All frozen meal boxes must be labeled on outside of box.
- The meals must provide at least 1/3 of the DRI/RDA as established by the Food and Nutrition Board of the National Academy of Science Research Academy.
- No salt added (NAS) meal: a regular meal must be served without the added salt or high sodium food items.
- No concentrated sweets (NCS) meal: a regular meal must be served without concentrated sweets or sweetened beverages.
- Vegetarian meal: Vegetarian meals may be requested. The meal will vary depending on the County's specific request. The Proposer shall include sample menus for vegetarian meals.
- Meals must be delivered to the distribution points, individually and tightly packaged in temperature retaining containers.
- The awarded vendor shall deliver home delivered meals to 1001 Univeter Road not less than three (3) times per week. Currently, the Senior Center does not have the storage capability to accept home delivered meals for more than a couple days at a time and must stagger delivery.
- Congregate meals shall be delivered daily, Monday – Friday to 1001 Univeter Road. Congregate meals shall be delivered three times per week to 338 Groover Street with the option to have congregate meals delivered five days per week, should the demand at Ball Ground increase.
- Home delivered meals are NOT delivered to the Ball Ground Senior Center.
- Approximately ten (10) percent of annual congregate meals may be used to deliver meals to temporary house-bound congregate meal participants.
- Bulk food delivered to a distribution point must be transported in sanitized, National Sanitation Federation (NSF) approved, temperature-retaining containers which specify the food contained therein and the minimum temperature standards required for the food.

- Hot foods must be delivered, maintained and served to the participants at a minimum of 140°F, including the last meal served (congregate and home delivered).
- Cold foods must be delivered and served to the participants at a temperature of 40°F or below.
- Frozen foods must be delivered to the distribution point at a temperature of 32°F or below.
- Natural foods should be served at room temperature (fresh fruits, packaged crackers, cookies, etc.).
- Vendor is responsible for and agrees to keep the delivery containers, trucks and ice packs clean.
- All delivery containers shall be in good working order and tightly closed to prevent heat loss and protect against contaminants.
- Vendor must have sufficient back-up containers.
- Food delivered in serving pans must be properly covered so that spillage in the NSF approved container is kept to a minimum and to protect against contaminants.
- Ice packed with cold items must be in leak proof bags.
- Vendor must provide proof that written procedures and adherence to federal, state and local regulations for preparing frozen/chilled meals are posted in conspicuous location(s) of each facility responsible for preparing frozen/chilled meals.
- Vendors who prepare frozen/chilled meals on-site must show proof of blast freezer/chiller and other equipment necessary for safe food processing of frozen/chilled foods.
- Vendor must agree that all frozen/chilled meals are prepared under the direct guidance/supervision of a registered dietician (preferred) or of a person with comparable nutritional experience. Vendor must state in its proposal the name and title of the person supervising the frozen/chilled meals preparation.
- Vendor understands and agrees that during the contract term, representatives from the County and/or the AAA can conduct periodic, unannounced inspections to all vendor meal preparation site(s).
- Vendor understands and agrees that should its meal preparation sites change during the term of the contract, written 30-day notice will be provided to the County.

Section 5: Delivery Schedule and Contingency Plan

The vendor shall deliver to the current distribution points within the specified timeframes. The County reserves the right to change the designated distribution points during the contract term with 30-calendar days advance notice. All distribution points will be within the Cherokee County limits.

Should the vendor fail to deliver any meal, food or supply item within its contract scope to the distribution point within the specified timeframe and/or at the specified temperature, or if, upon delivery, the meal, food or supply item is found to be spoiled and/or damaged (as determined by the County), the County reserves the right to purchase the meal, food or supply item from a local source in order to not disrupt delivery to the participant. The County further reserves the right to charge the vendor the actual cost of the replacement item plus the expense incurred by the County in procuring a substitute item. This total cost of replacement meals/items will be deleted from the Vendor's invoice the following month.

Upon delivery, the vendor must supply a receipt (in triplicate) detailing the type of meals delivered, the number of meals (by type) and the time of delivery to a Senior Center representative for review and signature. The County will not be liable for any costs incurred on receipts not signed by an authorized Senior Center representative.

Section 6: Menu Planning

All menus must be submitted to the Senior Center by the vendor's registered dietician at least six (6) weeks (or as mutually agreed upon by the County and vendor) prior to the planned implementation to allow adequate time for review and approval by the Senior Center, Nutrition Site Council and/or the Area Agency on Aging (AAA).

On site (Cherokee County Senior Center) menu planning is performed quarterly between the Vendor's representative and County staff (Supervisors for Home Delivered Meals and Congregate Meals Programs) to discuss the proposed menu and make changes as necessary.

Approved menus may not be modified without prior written permission from the Senior Center. The vendor must supply at least two (2) copies of each approved menu for public posting. Each posted menu shall be for a period of one month and show both the day of week and month and date with meal provided. The vendor must supply the menus for posting to the Senior Center by a day mutually agreed upon by the County and Vendor.

The vendor must supply a nutritional information letter on a monthly basis. This letter can be a topic chosen by the vendor but must contain "Cherokee County Senior Services" somewhere on the letter. This monthly nutritional letter will be posted publicly in the Senior Center.

Menu planning during the term of the agreement must adhere to the follow requirements:

Therapeutic/Modified Meals

1. Vendor must agree in writing that all regular and special menus will be planned and written on a minimum four-week cycle by a registered dietician.
2. Vendor's registered dietician must agree to meet, at a minimum, with Senior Center staff on a quarterly basis at the Senior Center Congregate Site in order to discuss menu changes and/or accommodate special requests from citizens. Zoom Meetings are acceptable.
3. Vendor must respond to the preferences and evaluations of the majority of the participating citizens within two weeks from the date of receipt of written request from the Senior Center dietician and/or AAA dietician.

Section 7: Shelf Stable, Picnic Meals & Other Meal Requirements

- Shelf stable meals may be ordered at the anticipation of a weather-related emergency including the chance of inclement weather due to snow, ice, hurricanes, etc. Shelf meals shall come in a box of five (5) meals and be neatly, tightly packed.
- Picnic meals may be served on days when breakfast is also served, or during specials events our planned senior outings through the congregate program.
- Shelf stable meals must be individually packaged in a box containing canned, sealed or wrapped foods. Shelf stable meals may be ordered in the event of a weather-related emergency or ordered during hurricane season.
- These meals must provide 1/3 DRI/RDA requirements.
- These meals must meet temperature requirements as specified in DHR Standards.
- Prior written approval by the dietician for the County and/or AAA must be given before any changes are allowed to the agreed upon Shelf-Stable/Picnic Meals.
- Dates on shelf stable items must not expire before expiration date on outside of box. Shelf stable meal boxes should be good for six (6) months.

- Vendor must submit nutritional information for Shelf-Stable/Picnic Meals with their Proposal.
- Shelf-Stable and/or Picnic Meals must be included in menu submitted with the Proposal.
- Vendor must agree to provide a written nutritional analysis of the regular menu during the contract term.
- Vendor must agree to provide a monthly birthday cake (minimum 40 serving cake) for the Congregate Meal Program.
- Vendor must agree to provide appropriate holiday meals for the Congregate Meal Program during the four-week menu cycle.
- Vendor must agree to provide written nutritional analysis for holiday meals with their Proposal.
- Permission to request menu substitutions must be requested in writing by the Vendor at least two (2) weeks in advance.
- All requests for menu substitutions shall not be considered "approved" until written approval from the Senior Center and/or AAA is received by the Vendor.
- The vendor understands and accepts, the County will not be responsible for charges incurred for unapproved substituted menu items, inadequate portions, meals/items not delivered at the specified time and/or temperature and any meal/item damaged during delivery (as determined by the County).
- The vendor agrees that it may be required to provide meals for special functions (quarterly breakfasts, "month of May" meals) during the term of the contract.

Section 8: Food Nutrition and Groups

- All provided meals should emphasize foods high in fiber, calcium and protein.
- All provided foods shall vary from day to day.
- Food items within the meat, vegetable and dessert groups must be different for the same days of the week in order to provide a variety of foods and nutrients.
- Total DRIs for Older Adults along with percentage requirements for protein, carbohydrates and fiber must be met.
- All provided meals shall not contain more than 1,1000 milligrams of sodium. *Please see Nutritional Target guideline at end of RFP.*
- Fresh meats and fresh vegetables must be used as often as possible to reduce the amount of sodium.
- All provided meals shall have a maximum of 30% of fat calories (per meal).
- Whole grain and/or high fiber bread products must be served a minimum of two (2) times per week.
- Foods must be selected, stored and prepared in order to assure maximum nutritional content.
- Foods must be attractive in color and texture, non-greasy and appealing in order to encourage maximum individual consumption.
- Standardized recipes must be used in preparation of all food and recipes must yield all requirements of the meal pattern.
- Option to order extra fresh fruit/produce a few times a year would be most appreciated. These orders could be for both congregate and home delivered meals customers.

Food Group Servings

Breads (or bread alternatives)	Two servings of (1 cup pasta or rice) OR two (2) slices of bread (1 oz. each) or equivalent combinations.
Vegetables	Two servings of 1/2 cup each (drained) high in Vitamin C and A; an additional vegetable serving can be substituted for a serving of fruit (provided the minimum fruit serving of two per week is still met).
Fruit	One serving of 1/2 cup or equivalent measure; two servings of fruit per week is the minimum.
Meat/Meat Alternative	One serving of 3 oz. or equivalent measure.
Fats	One serving of 1 teaspoon or equivalent measure.
Dessert	One serving of 1/2 cup; selected foods high in whole grains, low in fat and sugars.
Milk	One serving of 1/2 pint (8 oz.) with no more than 1% fat.
Additional Beverage	One serving of 8 oz. coffee and tea (both caffeinated and decaffeinated) per participant.

Section 9: Food Group Specifications**Meat or Meal Alternative**

- Each meal must include three (3) ounces cooked edible portion of meat/meat alternative.
- No more than one point five (1.5) ounces of meat alternatives (beans, peas, nuts, cheese, eggs, etc.) may be used per meal.
- Use of cured and/or processed meat items (ham, corned beef, sausage, etc.) must be limited to a maximum of two (2) times per month due to the high sodium content.
- Poultry may be baked, broiled or fried.
- Chicken - one-quarter (1/4) pieces of white and dark meat must be used.
- Use of casserole-type entrée items (combination of meat, bread, rice, pasta, vegetable, beans, cream sauce, etc.) may be used but not more than one (1) time per week.
- Textured Vegetable Protein (TVP) may NOT be used in any meal.

Vegetables and Fruits

- Each meal must include two (2) servings of one-half (1/2) cup per serving.
- One (1) serving per meal must be a non-starchy vegetable.
- At least one (1) of the vegetables per meal must be an "excellent" source of Vitamins A and C with Vitamin A being provided from vegetable-derived (carotenoid) sources.
- To permit variety/flexibility, one serving per meal may be high in Vitamin A and the other serving per meal may be high in Vitamin C.
 - Vitamin A high foods: dark green and deep yellow vegetables like broccoli, carrots, squash, sweet potatoes, pumpkin or any green leafy vegetable.

- Vitamin C high foods: Brussel sprouts, cabbage, tomatoes, green peppers, broccoli, green and leafy vegetables.
- Vitamin A and C high foods: broccoli, turnip greens, kale, sweet potatoes with skin, dark green leafy vegetables.
- Rice, spaghetti, macaroni and noodles are NOT vegetables, but are considered bread alternatives.
- Fresh and frozen vegetables must be used as often as possible.
- If canned vegetables are used, no salt is to be added during cooking.
- Alternative seasonings to salt must be used as much as possible.
- Fruit must be served no less than two (2) times per week and one (1) serving of fruit must be a fresh fruit per week.

Breads or Bread Alternative

- Enriched whole-grain and/or high fiber shall be used for all breads or bread alternatives.
- Each meal must include two (2) servings.
- Serving may include, but is not limited to, enriched whole-grain bread, biscuits, muffins, rolls, sandwich buns, cornbread or other hot breads.
- Bread alternatives may include enriched or whole-grain cereals, spaghetti, noodles, macaroni or dumplings.
- Whole grain bread products must be served a minimum of two (2) times per week.

Fats

- Each meal must include one (1) teaspoon and must be served in a single-serve package.
- Oil or margarine used in cooking cannot be counted as one (1) serving of fat per meal.

Desserts

- Each meal must include one (1) serving or 1/2 cup of dessert.
- All fruits and simple desserts such as puddings, gelatin, ice cream, ice milk, sherbet, cakes, cookies and similar foods are considered one (1) serving of dessert.
- Fruit must be served no less than two (2) times per week and one (1) serving of fruit must be a fresh fruit per week.

Milk

- Each meal must include one-half pint of fortified 1% milk, skim or low-fat milk, flavored fortified skim or buttermilk.
- Milk can be provided as either fresh milk or ultra-high temperature (UHT) milk in one-half pint boxes.
- If milk is served as UHT, refrigeration is not required during transport and the maximum 40°F temperature standard does not apply.
- Ice must be provided for use in UHT milk if so requested by County and/or senior citizen.
- The County anticipates only using UHT milk for home delivered meal program due to the higher cost of this product.
- Milk is considered a meal staple, not an item of choice per meal.

Additional Beverages

- One (1) serving of coffee or tea must be served per meal and dependent upon seasonal or client preference.

Iodized Salt

- Iodized salt must be used; no non-iodized salt shall be used in any meal/food item.

Section 10: Food Quality Minimum Standards

- All served food must be attractive, palatable and appealing to the older population to assure maximum individual consumption.
- In purchasing, storing, preparing, delivering and serving of the meals, the vendor must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety.
- All food and beverages served must be within or before the manufacturer's expiration date.
- Textured Vegetable Protein (TVP) may not be used in any meal.
- All raw foods used in the preparation of meals shall be of high quality and the following minimum standards must be met:
 - Canned fruits and vegetables - Grade A Fancy or better; fruits must be packed in natural juice or light syrup only (no heavy syrup fruits are allowed).
 - Fresh fruits and vegetables - #1 Quality is the minimum.
 - Poultry - USDA Grade A or better; turkey must be sold muscle boneless and combination of dark and white meat.
 - Beef - USDA Choice or better; beef shall be tender with a minimum of fat; ground beef shall be no more than 20% fat.
 - Pork - USDA #1 or better; pork must be tender with a minimum of fat and must be solid muscle.
 - Ham and Fish - solid muscle boneless.
 - Eggs and dairy products - USDA Grade A or better.
 - Salt - Iodized.

Section 11: Equipment and Disposable Products

The awarded vendor will be responsible for providing the following products to both distributions' sites for the congregate program:

- Sturdy table flatware (individually wrapped package containing knife, fork and spoon)
- Plates with at least three (3) compartments and small plates.
- Cups as needed; 8oz cups and 4oz cups.
- Individually wrapped straws.
- Bowls as needed.
- Napkins - minimum 12"x12" and 2-ply.
- Condiments including individual Jellies.
- Individual coffee maker.
- Cold tea dispenser.
- Food serving utensils.
- Polyethylene gloves and Hair Nets.
- Upon request, appropriate food containers and utensils for the blind or handicapped participants.

The awarded vendor will be responsible for providing the following products for the home meal program:

- Sturdy containers which are suitable for microwave and conventional oven with at least three (3) compartments.
- Cold and hot foods must be packed and transported in separate containers, tightly packaged to avoid broken or damaged trays.
- Sturdy four (4) ounce or six (6) ounce containers with tight fitting seals must be provided for packing cold items.

Section 12: Training

Vendor shall provide training on a quarterly basis (at a minimum) in food handling, portion control, proper care of equipment, temperature requirements and necessary follow-up training to the County during the contract term.

Section 13: Health Inspector Requirement

The awarded vendor will be required to copy the County on all Health Inspection Reports and communications relating inspections as they occur during the contract term. Vendor understands and agrees that all its premises shall be open for inspection by the State of Georgia Department of Human Resources, Atlanta Regional Commission (ARC), the County and/or local officials at any time during the contract term.

Section 14: USA Donated Foods

Vendor may utilize any USDA donated foods made available and shall credit the County at full USDA value.

Section 15: Meal Preparation Sites

The Department of Human Resources Health Department establishes standards for meal preparation sites; the vendor must agree, in writing, to follow all Health Department standards.

Section 16: Payment/Invoicing

1. Upon delivery by the vendor at each distribution point, a daily meal ticket (detailed invoice) shall be reviewed and signed by the County; a copy of the signed meal ticket shall be kept by the County and compared to the monthly statement.
2. Invoices shall be submitted on a monthly basis in the form of a statement clearly indicating the meal type, number of meals, distribution point(s) and total cost and the disposable item type, number of items, distribution point and total cost.
3. Payment to the Vendor will be made within 30-days of approval of monthly invoice.

This project is being funded with federal and state funds provided by the U.S. Department of Health and Human Services passed through the Atlanta Regional Commission to the Cherokee County Senior Services Department. All services are dependent upon the level of grant funding received each year. Applicable CFDA# for funding for these services are: 93.045, 93.053 and 93.667.

The following Certifications apply to your proposal. Please complete the required information and return as part of your responsive proposal submittal.

Certifications Applicable to This Proposal/Bid:

The Scope of Work for this activity will be conducted and administered in compliance with:

- Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d *et seq.*); and
- Registration and compliance with U.S. Federal Contractor Registration through the online Systems for Award Management (SAM); <https://uscontractorregistration.com/>.

Failure to comply with any of these federal requirements may result in the proposal being considered non-responsive and will not be eligible for award.

The County will be checking compliance with Systems for Award Management (link above). If the Proposer is not active and eligible for award at the time of the proposal opening, they may not be eligible for award. Furthermore, Proposer must maintain active and eligible status throughout the entire duration of the contract.

END OF STATEMENT OF WORK/SPECIFICATION

RFP#

PRICING FORM

	TRADITIONS MEAL	PRICE PER MEAL	PRICE PER MEAL W/ UHT MILK
SHELF STABLE MEAL WITHOUT TVP			
MODIFIED MEAL WITHOUT TVP			
ENSURE MEAL REPLACEMENT			
HOME DELIVERED MEAL WITHOUT TVP			
CONGREGATE MEAL WITHOUT TVP			
CONGREGATE MEAL -BREAKFAST			
CONGREGATE MEAL- PICNIC STYLE			

Cherokee County Solicitation Number: _____ - _____

Federal Grant Fund Terms and Conditions**THESE ARE REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200 as
Modified by Cherokee County 08 February 2022 FOR USE WITH APRP FUNDED PURCHASES**

The following provisions are required if checked and apply to both the solicitation and any award resulting from this solicitation.

Please note: Alpha paragraph references are for internal reference only.

Section I – Applies to all Federal contracts

[X] The following is required if checked:

(B) Termination for default and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule (B) above, when federal funds are expended, Cherokee County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Cherokee County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Cherokee County believes, in its sole discretion that it is in the best interest of Cherokee County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Cherokee County as of the termination date if the contract is terminated for convenience of Cherokee County. Any award under this procurement process is not exclusive and Cherokee County reserves the right to purchase goods and services from other vendors when it is in the best interest of Cherokee County.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Cherokee County, the vendor certifies that during the term of an award for all contracts by Cherokee County resulting from this procurement process, the vendor will be in compliance with all applicable

provisions of the Contract Work Hours and Safety Standards Act.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Cherokee County, the vendor certifies that during the term of an award for all contracts by Cherokee County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Cherokee County, the vendor certifies that during the term of an award for all contracts by Cherokee County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Cherokee County, the vendor certifies that during the term of an award for all contracts by Cherokee County resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the nonfederal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Cherokee, the vendor certifies that during the term and after the awarded term of an award for all contracts by Cherokee County resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor.

[X] The following is required if checked:

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor.

[X] The following is required if checked:

PROCUREMENT OF RECOVERED MATERIALS, 40 CFR PART 247 SHALL APPLY FOR

PROCUREMENTS IN EXCESS OF \$10,000.

When federal funds are expended for any contract resulting from this procurement process in excess of \$10,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations related thereto.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:**CERTIFICATION OF COMPLIANCE WITH COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

[X] The following is required if checked:**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

Section II - Special Situations

► **Construction []** An “X” in the box for this section indicate that the requirements associated with this section applied to all quotes, bids, proposals as well as awarded Purchase orders or contracts.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Cherokee County on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

NOTE: Davis-Bacon Act portion of this requirement does not apply to Federal funds use.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Cherokee County, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act and Copeland Anti-Kickback provisions.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

USE OF VALUE ANALYSIS / VALUE ENGINEERING (VA/VE)

When federal funds are expended for any contract resulting from this procurement process, the vendor is strongly encouraged to evaluate the requirements identified in this procurement using value analysis and value engineering techniques to provide lower cost alternatives. Unless specifically directed by the County in writing, the vendor shall quote/bid/propose the items as listed herein and also provide the potential alternative(s) separately. VA/VE is also encouraged after contract award for ongoing or longer-term projects.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

► **Transportation** ☐ An “X” in the box for this section indicate that the requirements associated with this section applied to all quotes, bids, proposals as well as awarded Purchase orders or contracts.

(J) The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients’ bid or request for proposal for federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the funding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

► Cargo [☐] An "X" in the box for this section indicate that the requirements associated with this section applied to all quotes, bids, proposals as well as awarded Purchase orders or

contracts.

(K) The Cargo Preference Act of 1954 at 46 U.S.C. § 55305 and 46 C.F.R. part 381 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The contractor agrees to:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the funding recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

► Telecommunications Equipment [☐] An "X" in the box for this section indicate that the requirements associated with this section applied to all quotes, bids, proposals as well as awarded Purchase orders or contracts.

(L) Huawei Technology Ban - Section 889 of the 2019 National Defense Authorization Act ("NDAA")

- 889(a)(1)(A): directs that agencies may not “procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system.” This limitation was implemented by an amendment to the Federal Acquisition Regulation (“FAR”) published on August 13, 2019.
- 889(a)(1)(B) directs that agencies may not “enter into a contract (or extend or renew a contract) with an entity that uses any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system.” This limitation was implemented by an amendment to the FAR in July 2019, with an effective date of August 13, 2020.
 - Covered telecommunications equipment or services” falls into four categories:
 - Telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of either.
 - When to be used for public safety, government facility security, security of critical infrastructure, or other national security purposes, “video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, . . . Dahua Technology Company” or any subsidiary or affiliate of the aforementioned.
 - Telecommunications or video surveillance services provided by any of the aforementioned entities.
 - Telecommunications or video surveillance equipment produced by or provided by an entity the Secretary of Defense ‘reasonably believes’ to be an entity connected to the government of the People’s Republic of China
- 889(a)(1)(B) directs that agencies may not “enter into a contract (or extend or renew a contract) with an entity that uses any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system.” This limitation was implemented by an amendment to the FAR in July 2019, with an effective date of August 13, 2020.

The Contractor agrees to participate in AGENCY’s ban established in compliance with Section 889 of the 2019 National Defense Authorization Act.

Vendor acknowledges agreement? YES _____ Initials of Authorized Representative of vendor

Section III – Compliance Signatures (applies to all Federal contracts)

[X] The following is required if checked:

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

DUNS (9Digits) _____

CAGE Code (5 Digits): _____

SAM Registration Expiration Date: _____

(end of document)