

**REQUESTS FOR PROPOSALS (RFP)**  
**FOOD SERVICES**  
**IN THE EVENT OF AN EMERGENCY OR DISASTER**  
**RFP #0818-21**

Pamlico County North Carolina is now accepting Requests for Proposals for Emergency Food Services.

**DEADLINE:** Sealed qualification submittals must be received by **12:00 p.m., EST, Wednesday, August 18, 2021.** (The clock located at the desk of the Clerk to the Board will be the official time.) Applicant names of all proposals received will be read aloud on this date at Office of the Clerk to the Board, 302 Main Street, Bayboro, NC 28515. RFP submissions received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

**MARK ENVELOPE: #0818-21 – Emergency Food Services**

**DELIVERY ADDRESS:** Please submit one (1) marked original and two (2) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD, flash drive, or emailed) properly labeled and clearly marked with the RFP number and description to:

Pamlico County  
Office of the Clerk to the Board  
302 Main Street  
Bayboro, NC 28515  
Monday – Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**POINT OF CONTACT:** All inquiries regarding this RFP must be made, in writing, to Pamlico County Clerk to the Board, at [Courtney.norfleet@pamlicocounty.org](mailto:Courtney.norfleet@pamlicocounty.org). The County shall not be responsible for any verbal communication between any employee of the County and any potential firm. Only written requirements and qualifications will be considered.

Pamlico County reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the County.

**Deadline for submission of questions is Wednesday, August 18, 2021 by 12:00 p.m.**

Release Date: Tuesday, July 27, 2021

## **Pamlico County, NC Request for Proposals #0818-21 Emergency Food Services**

### **1. Introduction:**

Pamlico County North Carolina is soliciting bids from qualified caterers to prepare and deliver meals to authorized county personnel and occupants of the emergency storm shelter during natural and/or man-made disasters. It is the intent of the County to select a firm or firms to accomplish all services outlined in this RFP.

#### 1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The County desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

#### 1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the County may evaluate the Proposer’s products and services as they compare to other providers and as they pertain to the needs of the County’s organization as defined in this document.

### **2. Background Information:**

- a. The County serves an area of about 350 square miles with a population of approximately 13,000.
- b. The County is organized into multiple departments and provides needed services to its citizens including but not limited to law enforcement (Sheriff), tax assessment and collections (Tax Office), records recordation (Register of Deeds), emergency response and preparedness (Emergency Management), public health (Health Department), human services (DSS and Senior Services), and public water (Water Department).
- c. During a state of emergency, Pamlico County operates under an Emergency Operations Plan.

### **3. Scope of Work:**

#### 3.1 General

The County recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the County’s emergency responders, County employees, various elected officials and appointed officials. Providing meals to

these individuals is necessary in order for them to carry out their duties to the public effectively. Additionally, the County may open and operate an emergency shelter.

### 3.2 Catering Requirements

Contractor must mobilize, stage, and provide the required services within twenty-four (24) hours of notice to activate Pamlico County. Where possible, and in accordance with the County's emergency operation plan for such events, the County will provide up to thirty-six (36) hours advance notice to the provider.

Depending upon the disaster circumstances, the provider may be required to stage equipment at a predetermined location. If so, the provider is solely responsible for ensuring proper and necessary set-up, relocation, maintenance, protection and/or removal of such equipment including periodic and final clean-up of the staging site(s) upon request by the County. Use of County or other designated facilities will be at no charge to the Contractor. However, if any damages occur at any staging areas directly resulting from such staging activities of the provider, Contractor will be responsible for the repair of such damage to its predamaged condition.

Proposer shall provide hot and cold meals at three (3) designated times a day throughout a 24 hour period; approximately

- 6:00 a.m. – 8:00 a.m.
- 11:00 a.m. – 1:00 p.m.
- 5:00 p.m. – 7:00 p.m. and

to include breakfast, lunch, dinner. This service shall continue to serve three (3) meals per day, per person, seven days a week, per the hours of operation until such disaster is deemed conclusive by the Chairman of the Pamlico County Board of Commissioners or her/his designee. Meals will include but are not limited to all condiments, beverages, utensils, disposable plates, cups and staging of equipment and clean-up. Approximate personnel to be fed are between 25 and 400 depending on the size and duration of the incident. Using Price Schedule 1, proposer shall state the maximum number of meals that it can provide per meal. Proposer shall provide procurement, handling and storage of all food service-related items and products for the maximum number of meals listed in Sheet A. Proposer shall also provide kitchen equipment, staff and management sufficient to cater up to 400 meals per mealtime and oversee all related activities. Pamlico County reserves the right to reject any and all bids.

### 3.3 Personnel/Hygiene

Proposer shall comply with all applicable state and county health and safety codes related to food preparation. All areas that the proposer operates shall be cleaned and sanitized on a regular basis per standard operating procedures. Proposer shall provide staff to supervise the daily cleaning and sanitation of the assigned areas and oversee maintenance of kitchen equipment. All employees of the proposer shall be instructed on proper hygiene and appropriate dress while catering/serving Pamlico County.

Proposer shall provide trained and competent culinary experts to manage and supervise the preparation of all meals. All employees of proposer that are involved with food preparation will have food handler's training and certificate.

#### 3.4 Administrative Responsibilities

All transactions must be recorded in accordance with the Federal Emergency Management Agency (FEMA) guidelines for reimbursement to Pamlico County. Proposer must be able to maintain all required documentation. Proposer must be able to work closely with the County to make sure that all needs are met to provide the proper operation of the site.

#### 3.5 Additional Services

The County requests that each potential contractor's proposal provide a complete list of additional services that can be provided in addition to those requested within this RFP.

### **4. Contract Terms and Conditions:**

#### 4.1 General

This contract is for a two (2) year initial term, with two (2) one-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the County. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

#### 4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the County, any other party indemnified hereunder, the Firm, or any third party.

#### 4.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the County, other party released hereunder, the firm, or any third party.

#### 4.4 Termination of Contract

Pamlico County reserves the right to terminate the contract without cause upon advance written notice thirty (30) days prior to the date of termination, in the event the awarded proposer performs any of the following prohibited practices, and violates these specifications:

- a) By failing to pay insurance, liens, claims, or other charges.
- b) By failing to pay any payments due the County, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c) By the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d) By violation of any provision of the agreement.
- e) By repeated instances of failing to respond in a timely manner to County complaints, issues, questions regarding the scope of work for this project - timely shall be construed to be within 8 business hours of any email or phone call related to the issue.
- f) By failing to make adequate arrangements for an emergency call.
- g) By providing substandard services, or work the County deems to be otherwise unacceptable.
- h) By the repeated occurrence of undesirable practices, it is agreed that there would be multiple dialogues with the subject vendor to identify remedy(s) prior to the initiation of any action to terminate.

Such termination is in addition to and not in lieu of any other remedies that the County may have in law or equity. Proposer, in submitting this proposal, agrees that the County shall not be liable to prosecution for damages in the event that the County declares the proposer in default.

#### 4.5 Management

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

4.6 A sample contract is included with this RFP.

4.7 Solicitation Agreement with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321)

County will, and should the Vendor subcontract any of the work under this Agreement, Vendor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 5. Instructions to Bidders:

### 5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of Pamlico County.

**Pamlico County requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.**

## 5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

**Request for Proposals Issued: July 27, 2021**

**Deadline for Submitting Questions: Wednesday, August 11, 2021 by 12:00 p.m.**

**Proposal Submission Deadline: Wednesday, August 18, 2021 by 12:00 p.m.**

**Selection Process: August 18 – August 23, 2021**

**Planned Award of Contract: September, 2021**

## 5.3 **Proposal Format:**

In responding to this request, we request the following information:

1. Detail company's experience in providing meal service and delivery to companies in the nonprofit sector and how many nonprofit clients you currently serve.
2. Identify the partner, manager, in-charge representative and other staff who will be assigned to our contract if you are successful in your bid, and provide biographies.
3. Provide sample menus. Include nutritional analysis of menus.
4. Submit latest Health Department Inspection Report.
5. Describe how you meet Food Safety and Hazard Analysis Critical Control Point Plan requirements in your production facility and in transportation of meals.
6. Describe your criteria for ordering meals including order cut-off times.
7. Complete and sign the Price Schedule 1.
8. Be prepared to provide the names and contact information for other clients you serve for reference purposes. We plan on contacting these references.
9. Discuss your company's philosophy and approach with respect to meal production and ability to provide more than one (type) meal per day and ability to control meal calorie count. Please include descriptions of vegetarian or ethnic foods if they will be included in the menu.
10. Describe your company's current meal per day capacity and the ability to scale beyond the current operation.

## 5.4 Conflict of Interest

By submission of a response, the Vendor agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Vendor's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Pamlico County. Vendors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

## 6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The County's process is as follows:

- 6.1 County staff shall recommend an evaluation committee which will be used to evaluate all proposals. The County will evaluate all proposals based on the following criteria:
  - 6.1.1 **Qualifications and Experience – 40%**
  - 6.1.2 **Project Methodology – 25%**
  - 6.1.3 **Rates, Fees and Expenses – 25%**
  - 6.1.4 **References – 10%**
- 6.2 Once proposals are scored, Pamlico County reserves the right to award a contract, based on initial bids received from Vendors, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Vendors that it deems to fall within a competitive range. The County may enter into negotiations separately with such Vendors. Negotiations may continue with a Vendor that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Vendor until a contract has been successfully negotiated and signed by both parties.
- 6.3 Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 6.5 The County reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.
- 6.6 **D. Activation of Contract**  
Should activation of a contract become necessary, the County and Vendor will negotiate a "Not To Exceed" amount for the services required within this Agreement. This Contract is deemed activated upon the agreement of a Not To Exceed Price.



The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

**Pamlico County  
Emergency Food Services  
RFP #0818-21  
Price Schedule 1**

Maximum Number of Meals to Provide Per Day: \_\_\_\_\_

Price Per Meal: \$\_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

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Name of Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_