

CLEVELAND COUNTY, NC
FINANCE & PURCHASING DEPT
311 E. MARION STREET / PO BOX 1210
SHELBY NC 28151 -1210
Phone: 704-484-4840 / Fax: 704-480-5496

Request for Proposal and Specifications
Inmate Food Service Contract

We will rebid this RFP. New dates and times are highlighted.

Instructions to Bidders

1. Notice

Proposals will be received at Cleveland County Finance & Purchasing Department, 311 E. Marion St, PO Box 1210 Shelby NC 28151-1210 **November 27th by 4:00 pm.** There will be no public bid opening for this proposal. Questions about this bid should be directed by email to kim.lester@clevelandcountync.gov and Durwin.briscoe@clevelandcounty.com

2. Submittal

Proposal envelopes shall be clearly marked as follows: Inmate Food Service Proposal Cleveland County Detention Center.

3. Schedule of Events

Rebid dates:

November 18, 2019: Bid documents posted

November 22, 2019 at 2:00 pm: Site Visit & Pre-Bid Conference: **(Mandatory meeting)**
This will be at the Detention Center located at 407 McBrayer St. Shelby NC 28150

November 25, 2019 by 4:00 PM: Questions concerning this bid should be sent to kim.lester@clevelandcountync.gov or durwin.briscoe@clevelandcounty.com

November 27, 2019 by 4:00 PM: Bids due. Bids can be delivered by email to kim.lester@clevelandcountync.gov, by regular mail PO Box 1210 Shelby, NC 28151 or

hand delivered to Cleveland County Finance, County Administration Building, 311 E Marion St, Second floor, Shelby NC 28150.

TBD: Expected Start-up Date

5. Contractor Qualifications and References

The Contractor shall provide with its Proposal:

- a. Outlines of the structure of the organization and number of years in institutional food service.
- b. One copy of the latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.
- c. A minimum of five (5) current food services contracts; two of which has to be in the State of North Carolina with the following information: client, contact person, address and telephone number, type and size of facility, type of food service operation, date of original contract. Include information as to the facility that is most similar to the Cleveland County Detention Center in size and population and the facility that is geographically closest to the Cleveland County Detention Center.
- d. A list of any correctional and/or food service affiliations.

6. Evaluation Criteria

Proposals shall be evaluated by bid pricing and utilizing a points system according to the following scale:

- a. **0-10 POINTS**
Consideration for the Contractor's prior performance and experiences as they relate to Contractor's ability to operate a successful food service program within a correctional facility.
- b. **0-20 POINTS**
Quality of plan of operations outlined in Contractor's Proposal
**Plan of operations submitted must demonstrate a clear understanding of the Specifications and a thorough plan for operations of all aspects of the Cleveland County Inmate Food Service Program.*
- c. **0-10 POINTS**
Quality of available support from Contractor's district or regional office to operate Cleveland County Detention Center Food Service Program.
- d. **0-10 POINTS**

Current Client References - Detailed reference checks will be conducted, especially with facilities similar to that of the Cleveland County Detention Center.

e. **0-20 POINTS**

Quality and presentation of overall Proposal package and the competitive advantage of pricing for the meals that will be provided to the inmates and staff.

f. **0-30 POINTS**

Proposals will be ranked according to the overall perceived benefit to the Cleveland County Detention Center. Negotiations shall first be conducted with the Contractor who, according to the Cleveland County Detention Center, has submitted the overall best Proposal. If an agreement can be reached, an award will be made at this time. If the negotiations do not result in an award, negotiations will then be conducted with the next best bidder and so forth until an award is made.

7. Deviations and Exceptions

Deviations and exceptions from terms, conditions and specifications shall be described fully, signed and attached to the Proposal on the Contractor's letterhead. In the absence of such statement, the Contractor's Proposal shall be accepted as in strict compliance with all terms, conditions and specifications, and the Contractor shall be held liable for performing all specifications.

8. Rejections of Proposals

Cleveland County reserves the right to reject any or all bids, to waive any informality in bids and to accept the bid that, in the opinion of the Cleveland County Detention Center, is in the best interests of the Cleveland County Detention Center. The award will not necessarily go to the Proposal with the lowest price, but to the Proposal which best demonstrates the ability to fulfill the requirements of the Request for Proposal and Specifications.

9. General Specifications

A. Scope of Work

The Contractor shall furnish all management, labor, food, materials and supplies necessary to provide food service for the Cleveland County Detention Center for inmates and staff, including special diet meals, seven days a week for a period of one (3) years. This contract may be extended annually, as agreed by both parties. Contractor shall include in its Proposal the method by which it expects to adjust the price per meal after the first year.

The Detention Administrator or designee shall be the Contracting Officer who shall act as the agent of the Cleveland County Detention Center for the purpose of serving as the Jail contact person for the successful bidder, hereinafter referred to as the Contractor, overseeing performance and completion of the contract pursuant to its terms and receiving, reviewing and processing billings from the Contractor, conducting periodic inspections of the food service area and reviewing menus.

B. Insurance

The Contractor shall carry appropriate insurance on its employees, products and property, including Workers' Compensation and general liability in the minimum amount of \$1,000,000 per occurrence with aggregate of \$2,000,000.

The Contractor shall provide proof of said applicable policies to the Cleveland County Finance no later than the date of commencement of service under the contract with certificates of insurance for the foregoing coverage, which designates Cleveland County as an additional insured entity with respect to the Contractor's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a thirty (30) day prior written notice which will be provided to the Cleveland County. Cancellation of insurance shall be cause for immediate cancellation of the contract.

C. Taxes, Licenses and Permits

The Contractor shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits.

D. Equal Employment Opportunity

Contractor shall at all times comply with all applicable Federal and State laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act, and shall furnish documentation of compliance with such laws as reasonably requested by the Cleveland County Detention Center.

E. Indemnity

The Contractor shall assume full responsibility for and shall indemnify the Cleveland County Detention Center for any damage or loss of any Cleveland County Property, including Building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor, except for negligence by the Cleveland County.

F. Failure to Perform

The Contractor shall perform the work in accordance with Specifications. Failure to perform the work as provided herein may result in a written notice to correct the concern followed by a thirty (30) day notice terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to the Cleveland County for any excess costs for such services.

G. Termination Notice

This contract may be terminated by either party provided a thirty (30) day written notice is given to the other party.

H. Subcontract

The Contractor shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of the Cleveland County Detention Center.

I. Discontinuance of Operation

Should it be necessary for the Cleveland County Detention Center to discontinue operation of the institution for any reason, this contract shall become null and void.

J. Emergency Conditions

If the Cleveland County Detention kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the Cleveland County Detention Center shall determine, after consultation with the Contractor, whether and to what extent the kitchen is operable. If the Contractor cannot then prepare and serve the required meals, the Cleveland County at its option, may continue with the contract or terminate without further obligation.

The bidder **must include** in the bid Proposal a detailed description of the bidder's emergency plan for providing alternate food service in case of an emergency such as mentioned above.

K. Staffing

1. Food Service Manager

The Contractor shall provide a trained food service manager with at least twelve (12) months experience in correctional food service management, who will work with the administration of the Cleveland County Detention Center. The Contractor shall provide in their proposal the prospective

manager's resume and qualifications. Employment of the manager and all other employees of the Contractor at the facility will be subject to review and approval by the Detention Administrator or designee. The Detention Administrator or designee reserves the right to remove any individual employed by the Contractor from the facility at the discretion of the Detention Administrator or designee.

2. **Nutrition Consultant**

The Contractor shall provide a full time qualified nutrition consultant who is at minimum a certified dietitian licensed by the State of North Carolina on its staff for consultation and review of menus. Cleveland County also reserves the right to consult with another dietitian for review of menus and nutritional information.

3. **Staffing**

Contractor shall provide sufficient staff at all times to provide for the efficient operation of food service. We require at least 7 full time staff when we are averaging 280-330 daily inmates. The Contractor shall provide with its Proposal the proposed staffing schedule and individual job descriptions and levels of responsibility that will be assigned to those individuals within Cleveland County Detention Center. Inmate Workers **WILL NOT** be provided.

4. **Background Investigations**

Contractor's employees will be subject to a background investigation and security check as is normally required for personnel of the Cleveland County Detention Center. The Cleveland County Detention Center reserves the right to deny any of Contractor's employees access to the facility who do not meet established security clearances or obey the Jail established rules and regulations. Final selection of all Contractor employees at the Jail shall be at the approval of the Detention Administrator or designee.

5. **Conduct of Contractor's Employees**

The Contractor shall instruct all employees that all rules and regulations, policies and procedures established by the Cleveland County Detention Center shall be adhered to. In addition:

- i. Contractor shall prohibit its employees from personal use of the telephone or office equipment provided for official Jail business.

- ii. All of Contractor's personnel shall be required to comply with Cleveland County Detention Center and State of North Carolina rules and regulations concerning food service.
- iii. All Contractor personnel may be required to wear identification badges issued by the Cleveland County Detention Center.
 - a. No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from the correctional facility for personal use or used in any manner not provided herein without approval from the Detention Administrator or designee.
- iv. Contractor's employees shall not fraternize with inmates or Cleveland County employees.

6. Contract Supervision

The Cleveland County Detention Center shall appoint a Detention Administrative staff to oversee the contract. This person shall randomly check for contract compliance. The Contractor shall cooperate with this person in obtaining all requested information.

7. Transport

A vehicle and licensed driver is required by the contractor to deliver meals to the Main Detention Facility located at 100 Justice Place, Shelby NC (Law Enforcement Center). The distance is approximately 1 1/2 miles to 2 miles from the Detention Center Annex at 407 McBrayer Street, Shelby NC. Meals must be delivered and picked up a minimum of three (3) times a day.

L. Food and Specifications

1. Location of Food Preparation

All food shall be provided by the Contractor and prepared on-site.

2. Grade of Food Specifications

The following are the minimum specifications for raw food; higher but not lower grades can be purchased. Contractor will use commodities as much as possible.

- i. Beef, Veal and Lamb shall be of at least USDA Choice.
- ii. Ground Beef-utility or better, not to exceed 25% fat.
- iii. Poultry shall be of at least USDA Grade A.
- iv. Canned fruits and vegetables shall be of at least USDA Grade C.

- v. Frozen fruits and vegetables shall be of at least USDA Grade B.
- vi. Fresh produce shall be of at least USDA No. 2.
- vii. Dairy products shall be of at least USDA Grade A.
- viii. Eggs shall be of at least USDA Grade "A" Medium.
- ix. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.
- x. 2nd market distress, out of date or irregular cut products will not be used in the preparation of meals.

3. **Commodities**

Contractor agrees to assist the Cleveland County Detention Center in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the Cleveland County from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to the Cleveland County Detention Center. Contractor shall follow all record keeping requirements of the USDA for purchasing surplus food.

4. **Meal Standards**

All meals shall meet current RDA requirements. Menus shall provide for 3000 calories per day. Food will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

Menus submitted will not be changed during the first 6 months of the contract.

Menus must meet North Carolina Dietary Regulations.

5. **Food Inventory**

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a 3-day supply of food on hand. All inventories shall be rotated regularly and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date. Contractor shall retain ownership of such inventory.

6. **Meal Counts**

The Cleveland County Detention Center will order inmate meals, staff meals, special diet meals and sack meals at times mutually agreeable to the Detention Administrator or designee and the Contractor. However, the Contractor shall prepare sufficient additional meals in the event of unexpected newly arrived inmates.

7. **Pre-plating**

Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area where the carts with trays and beverages will be picked up and delivered to the housing units.

8. **Meal Schedule**

The kitchen will open at 4:30 am and close at 6:00 pm daily. Contractor shall provide three full, nutritionally balanced meals (hot breakfast, hot or cold lunch, hot dinner) each day at regularly scheduled times as follows:

Breakfast	Start: 5:00 AM	End: 6:00 AM
Lunch	Start: 11:00 AM	End: 12:00PM
Dinner	Start: 4:00 PM	End: 5:00 PM

9. **Staff Meals**

Cleveland County Detention Center staff meals are to be provided in the staff dining area. Meals are available for staff during the same times as inmates. Staff meals shall be charged at a different rate other than inmate meals. Bidders shall indicate the type of service proposed for the Staff. Contractor shall provide refreshments when requested by the Detention Administrator or designee for special events such as business meetings, etc. The cost of these events will be invoiced separately from the daily meal costs.

10. **Sack Meals**

Contractor shall provide sack lunches as needed normally 5-10 daily on average. Sack lunches can be ordered for staff and/or inmates that cannot eat during regular meal times anytime the kitchen is open. Sack lunches will consist of, at minimum, two sandwiches, one piece of fruit, chips or similar item, dessert and a beverage. Contractor shall vary sack meal items to avoid repetition. Contractor shall submit a sample one-week sack meal menu with the Proposal.

11. **Menu Cycle**

The menu cycle included with the Proposal will consist of a 5 (five) week minimum menu cycle and will be submitted for approval to Cleveland County Detention Center at least 30 days in advance. The Contracting Officer reserves the right to specify the order in which the weekly menus are to be arranged. The Contracting Officer also reserves the right to make substitutions with respect to individual menu items and have them replaced with like or similar individual menu items, should it be necessary or if commodity is available.

12. **Recipes**

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the menus shall be maintained on-site. Currently Soy recipes are not allowed.

13. **Substitutions**

Any substitution to the established menus shall be verified with a dietitian to determine the appropriateness of those substitutions.

14. **Special Diets**

The Contractor shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance. The average number of diets that will be served is determined by inmate request and inmate population. Currently we have 11 on Healthy Heart, 3 on Vegan and 2 on Kosher diets.

15. **Records**

The Contractor shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the Contracting Officer. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietitian has been consulted when appropriate. The Contractor shall maintain and provide such daily, weekly and monthly records as the Contracting Officer may require and shall maintain records for a minimum of three (3) years.

16. **Holiday/Spirit Lifter Meals**

The Contractor is expected to provide, at no additional charge, a minimum of three (3) Holiday / Spirit Lifter Meals annually. A copy of the proposed menus is to be included in the Proposal.

M. Operations

1. Average Daily Population

The average daily population is expected to be approximately 300 inmates per meal, although the average daily population can average between 280 and 330 inmates per meal.

2. Equipment

The Contractor and its employees must safeguard all property of the Cleveland County Detention Center. The Contractor shall allow employees to use Cleveland County Detention Center equipment only after they have been trained in its proper use. The Contractor shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The Contractor shall notify the Contracting Officer immediately of the need for equipment repair and maintenance. The Cleveland County Detention Center will maintain all owned equipment.

3. Keys

The Contractor is responsible for control of keys obtained from the Cleveland County Detention Center and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the Cleveland County Detention Center may be duplicated. All keys will be provided by the Cleveland County Detention Center and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the Cleveland County Detention Center.

4. Contractor Expenses

The Contractor shall be responsible for all labor-related costs, food costs and other expenses such as cleaning supplies, laundry and uniforms for Contractor 's employees, insurance premiums and license fees, long distance expenses, office supplies and postage.

5. Knife Security

The Contractor agrees that all knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided to the Contractor by the Cleveland County Detention Center.

6. Sanitation

The Contractor shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by the Health Department, Department of Health and Human Services and other applicable Federal and State laws.

7. Inspections

The Contractor shall agree to allow unscheduled visits by the Contracting Officer or his designee, by the Health Department, by the Department of Health and Human Services or ACA inspectors and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin.

N. Responsibilities of Cleveland County

1. Provide, install, maintain, repair and replace, if necessary, and permit the Contractor to use all food service equipment and fixtures.
2. Provide all utilities such as paper supplies, trash removal, pest control, office space; including desk(s), chair(s), filing cabinet(s) telephone(s), and telephone service. Cleveland County will not provide long distance telephone service or internet service.
3. Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Contractor's employees' uniforms. The Contractor shall be responsible for ensuring its staff's uniforms are clean and in good repair.
4. Provide I.D. badges for all Contractor employees.
5. Provide timely orders for meals.
6. Provide a sufficient supply of departmental forms to be used in food service.

O. Billing

1. Contractor Compensation

As full and complete compensation to the Contractor for all food, labor and material furnished and all services performed pursuant to these specifications, the Cleveland County Detention Center shall pay the Contractor upon submission of properly certified invoices prepared in a format required by the Cleveland County Detention Center. Compensation shall be based on the applicable daily, per meal costs expressed in the awarded bid Proposal multiplied by the number of meals ordered or actually served each day, whichever is higher, less any credit due from previous invoices.

This Agreement will be for 3 (three) years and with the agreement of both parties may be automatically renewed for additional one (1) year periods. The request for price adjustment by the contractor shall be submitted within thirty (30) days before the contract anniversary date of each year. The annual increase will be based on the Consumer Price Index. In order to account for changes in fuel costs that may occur during the term of this Agreement, contractor shall invoice any applicable surcharge from vendors weekly as a result of increases to ICC National Average Diesel Fuel Price Index. Unless notice is provided at least thirty (30) days prior to the end of the calendar year in which the contract would expire, the contract will automatically renew pursuant to the terms and conditions stated herein.

**Bids to be returned on this form to:
Cleveland County Finance & Purchasing Department
Attn: Kim Lester**

INMATE FOOD SERVICE BID FORM

Business Name: _____

Name/ title (print) _____

Address: _____

City/State/Zip _____

Phone _____

Email _____

Authorized Signature _____

Date _____

List below your price per meal, which is required to operate your food service.

<u>Inmate Population</u>	<u>Price Per Meal</u>
200 – 250	
251 – 300	
301 – 350	
351 - Plus	
Staff Meals	

Documents to attach to bid:

- 1) The Contractor shall provide with its bid documents the proposed staffing schedule and individual job descriptions and levels of responsibility that will be assigned to those individuals within Cleveland County Detention Center.
- 2) Outlines of the structure of the organization and number of years in institutional food service.

- 3) One copy of the latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.
- 4) A minimum of five (5) current food services contracts; two of which has to be in the State of North Carolina with the following information: client, contact person, address and telephone number, type and size of facility, type of food service operation, date of original contract. Include information as to the facility that is most similar to the Cleveland County Detention Center in size and population and the facility that is geographically closest to the Cleveland County Detention Center.
- 5) A list of any correctional and/or food service affiliations.
- 6) The bidder must include a detailed description of the bidder's emergency plan for providing alternate food service in case of an emergency such as mentioned above.